



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Village of Homer Glen  
Pine Hill Drainage Improvements**

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THIS **AGREEMENT** is between the Village of Homer Glen (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## 1.0 Project Understanding

### 1.1 General Understanding

In late 2023, CLIENT partnered with COMPANY to conduct a drainage study of the area within the Pine Hill Estates subdivision. CLIENT and COMPANY hereinafter collectively referred to as "Parties" or "The Parties" for purposes of brevity herein. COMPANY completed a hydrologic and hydraulic study of the 160-acre watershed and identified two primary locations where flooding is a concern. These locations are depicted in Exhibit A attached. The intersection of Pine Hill Drive and Chelsea Court as well as at the subdivision's retention pond have insufficient conveyance capacity. Improvements including ditch grading, storm sewers and culvert replacement were recommended to improve the conditions in these areas as well as to reduce the risk of flooding to residential structures and roadways.

Within the Pine Hill Estates subdivision, stormwater is managed using storm sewers, ditches, culverts, drain tiles and manmade stormwater management basins that have been experiencing ongoing flooding and maintenance issues. The basins receive flow from residential and forested areas. The basins then drain to the east via a low flow sewer which appears to be an existing field tile and a high flow open channel running east towards South Kensington Drive. The current basin configuration has been causing issues related to maintenance, roadway flooding, and private property encroachment. It appears that the basin is not operating as designed and that the outlet sewer may be partially failing. Issues with holding water and not fully draining down to the designed normal water level are the two main concerns. These issues have also contributed to overtopping of Pine Hill Drive adjacent to the basin.

The two existing basins are connected under Pine Hill Drive via a 22" x 34" elliptical RCP equalization culvert with a further pipe extension on either side (18" PVC on the west and 24" x 38" elliptical RCP on the east). During larger storm events, the basin encroaches on the nearest adjacent residential property (16561 Pine Hill Drive) and the basins can overtop the roadway, leading to potentially unsafe vehicle crossing conditions. Additionally, the ditches within the subdivision hold water creating saturated soil conditions that promote the growth of nuisance vegetation. Some homes within the subdivision are at risk of flooding in high intensity storm events or if clogging occurs within the storm water management system.

As part of the previous study, COMPANY completed a site evaluation of the existing drainage conditions and a select topographic survey was completed to collect data necessary for the study. Hydrologic and hydraulic models of the area were completed using XP SWMM software. COMPANY reviewed the original 1989 plans for the site and interviewed one of the contractors who helped to construct the existing sewer in the area. COMPANY conceptually designed the improvements to improve the drainage conditions within the subdivision. The concept improvements will be used to inform the final design included in this agreement.

It is assumed that the detailed design will include:

1. Installing approximately 750 lineal feet of proposed 15" PVC storm sewer that will utilize one existing manhole and require the installation of additional structures.
2. Removing an existing quad corrugated metal pipe (CMP) culvert configuration and installing a 3' x 7' box culvert under Kensington Drive.



3. Grading and shaping an emergency overflow channel. The proposed overflow elevation that will engage the channel is 721.25, approximately matching the existing conditions.

## 1.2 Design Criteria/Assumptions

1. All work will be completed within existing easements and/or Village right-of-way. It is assumed that no easements will need to be established for the completion of these projects.
2. It has been assumed that the area within the project location likely contains wetlands. It is assumed that the apparent wetlands at the intersection of Pine Hill and Chelsea Ct are not jurisdictional wetlands. The stormwater basin and downstream channel are assumed to be Army Corps jurisdictional wetlands.
3. It is assumed the project will not disturb more than one acre of land and therefore a Notice of Intent will not be required by the IEPA.

## 2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

### 2.1 Engineering Services

COMPANY will review the available data, the original design plans, and the previously completed hydraulic analysis to determine corrective actions for reducing flooding along Pine Hill Drive, Chelsea Court and Kensington Drive. COMPANY previously utilized the hydrologic and hydraulic modeling program XP SWMM to determine the flows tributary to the project site and to design the modifications to the stormwater conveyance system. COMPANY will use the previously prepared modeling to confirm that the as-designed proposed improvements are meeting the goals of the project. COMPANY will rely on previously prepared concepts and experience in the subdivision to guide the layout of the proposed drainage improvements. It is assumed that the proposed storm sewer invert will approximately follow the existing storm sewer profile to avoid potential impacts to franchise utilities and private well/septic tank infrastructure.

One of the primary issues noted by COMPANY during the concept study was that the existing basin outlet is highly susceptible to clogging. The existing pipe is submerged and assumed to rely partly on an existing field tile. The proposed control structure will consist of an IDOT type structure with a steel weir plate and orifice. This structure will allow for increased accessibility for maintenance.

The downstream receiving wetland/channel adjacent to 16635 Kensington Drive appears to be experiencing sedimentation. COMPANY will conduct an abbreviated geomorphic assessment of the channel and will use this information to inform the design of the downstream channel improvements. It is assumed that dredging will be required to establish a positive outfall. It is assumed that a low flow channel will need to be properly sized to prevent erosion and/or siltation.

COMPANY will discuss with CLIENT to determine the desired level of service and proceed with the storm sewer design at the direction of CLIENT. The previously completed COMPANY concept will then be developed into construction plans and specifications for competitive bidding.

COMPANY will provide bidding assistance to CLIENT for this project. Bidding assistance will include assisting with advertisement, participating in the project bid opening, preparation of bid tabulations, and a letter of recommendation to award the contract to the lowest responsible bidder. Additionally, COMPANY will assist with the execution of the contract between CLIENT and the selected contractor.



Upon project award, COMPANY can complete construction site observation under a separate contract at the request of CLIENT.

## 2.2 Project Administration and Meetings

Project Administration and Meetings will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, CLIENT, and prospective contractors.

Project Administration will include:

1. Attendance at one (1) kickoff meeting
2. Attendance at one (1) coordination meeting to review the engineering and contract documents prior to the bid opening.
3. The scheduling and attendance of the bid opening to read the bids in accordance with State and Village ordinance.
4. COMPANY will prepare/distribute meeting minutes of the aforementioned meetings attended which will detail the discussions of attendees along with the action required of the attendees.
5. COMPANY will provide CLIENT with a weekly email update regarding the status of the project. These emails are intended to provide a summary of the work completed in a given week and to inform CLIENT of what work is planned for the following week.

## 2.3 Survey Services

### 2.3.1 ROW Survey

COMPANY will complete a ROW survey to recover existing ROW or parcel line evidence for approximately 1,000 feet from the existing Pine Hill Basin to the rear lot lines of Kensington Road and existing ROW line evidence for approximately 800 feet along Pine Hill Drive near Chelsea Court. The existing ROW or parcel lines will be calculated based on recorded dedication plats and/or recorded subdivision plats to include on the base map.

### 2.3.2 Topographic Survey

Topographic survey will include the area lying within the limits described above being approximately 2.5 acres total. The topographic survey will include cross-sections at 50-foot intervals and extend a minimum of 10 feet beyond the existing ROW lines or to relevant topographic features. The survey will include visible existing features and improvements. Existing utilities will be surveyed from visible flags or markings. Building corners closest to the roadways will be surveyed. Storm, sanitary sewer, and watermain structures (not previously surveyed by COMPANY) will be surveyed, including rim elevation, invert elevation, pipe size, direction and elevation as observed at unlocked manholes. Trees situated within the limits described above and having a diameter of six (6) inches or greater will be located, but the species will not be identified. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and NAVD88 (US Survey Feet).

### 2.3.3 Base Map

The previous survey base drawing prepared by COMPANY during the study phase will be updated with existing features collected within the limits described above, and a TIN including approximate one-foot contours, according to IDOT standards. The base map will be completed in AutoCAD Civil3D release 2023 for use in design.



#### 2.3.4 Wetland Delineation

A wetland delineation will be required as part of the Army Corps permitting process. COMPANY will utilize sub-consultant to complete a wetland delineation of the project area. Ecologists will conduct a wetland delineation within the approximately 2-acre site in accordance with the U.S. Army Corps of Engineers (ACOE) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. GPS points will be used to delineate the on-site wetland boundaries. Pink flags will be placed as part of this work. As required by the ACOE, the delineation shall include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

A wetland delineation report in accordance with the ACOE's 1987 Wetland Delineation Manual and Midwest Regional Supplement will be prepared. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data point locations, wetland and soils maps, ACOE data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI).

#### 2.3.5 Geotechnical Services:

COMPANY will utilize a sub-consultant to complete up to two (2) soil borings on the site. It is assumed that the borings will be to a depth of ten (10) feet below existing grade. The samples will be used to determine the ordinary ground water depth and to provide contractors with information regarding the in-situ soils. Clean Construction Demolition Debris (CCDD) Testing (LPC 662) will be completed. COMPANY will obtain a "Potential Impacted Property" (PIP) evaluation of the area near the proposed site improvements. If PIP evaluation indicates no further testing is needed for form LPC-662, we will proceed with evaluating the composite soil samples for PH and complete the LPC 662 form for CCDD certification. If further testing is required needing additional samples and lab testing, it will be discussed with the CLIENT and a proposal will be prepared for additional sampling and testing.

#### 2.3.6 Easement Exhibits

(NOT NECESSARY) – It is anticipated that the existing right of way or easements shown on the recorded subdivision plat are adequate for the proposed improvements. The preparation of easement documents for this area is not included in this agreement.

### 2.4 Permitting

#### 2.4.1 Army Corps of Engineers (ACOE) Wetland and WOTUS Permitting

The receiving channel is tributary to Spring Creek which is a jurisdictional Waters of the United States. From past experience, it is known that the ACOE will take jurisdiction of this waterway and that permitting will occur through the Chicago District's Regulatory Program. It is anticipated that the proposed activity may qualify under the Nationwide Permit Program and specifically, Nationwide Permit 33 "Temporary Construction, Access, and Dewatering". COMPANY will prepare a Nationwide Permit Application Packet and submit it to the ACOE. It is assumed that no wetland or WOTUS mitigation will be required for the project. Coordination of mitigation credits or an individual permit is outside of the scope of this project.

#### 2.4.2 IDNR EcoCAT

COMPANY will utilize the Illinois Department of Natural Resources (IDNR) online EcoCAT (Ecological Compliance Assessment Tool) to obtain a consultation regarding the potential impacts from the



proposed activity on Illinois endangered and threatened species and sites listed on the Illinois Natural Areas Inventory. It is assumed that the consultation will be obtained without additional studies and/or field archeological or cultural resource surveys. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract. The IDNR EcoCAT service requires a review fee. This review fee, based on current fee schedule at the time of this proposal, is estimated to cost approximately \$127.00 and is included in this contract.

#### 2.4.3 Will-South Cook County Soil and Water Conservation District (SWCD)

COMPANY will submit proposed plans for review and approval of the erosion control plans and best management practices through SWCD and is also required as part of permitting through the ACOE. The SWCD requires a review fee. This review fee, based on current fee schedule at the time of this proposal, is estimated to cost approximately \$2,190 based on a construction site of 0-4 acres of land disturbance of land disturbance (\$990), in stream work lasting 0-2 months (\$700), and a refundable pre- construction notification fee (\$500). This fee will be the responsibility of CLIENT.

#### 2.4.4 United States Fish and Wildlife Service (USFWS) Section 7 Review

COMPANY will prepare a USFWS Section 7 review and coordinate with the USFWS for concurrence on the report. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract.

#### 2.4.5 Village of Homer Glen Stormwater Permit

COMPANY will prepare a stormwater permit application in accordance with the Stormwater Ordinance. CLIENT is a certified community and hence CLIENT can issue a permit in accordance with the provisions of the Certified Community criteria of the Ordinance. No fee is anticipated for this review and no fees are included in this scope of services for a Village Stormwater Permit.

The project is not located within a regulatory floodplain and is not receiving runoff from more than 640 acres and therefore the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) does not have jurisdiction and therefore no permits will be applied for through their office.

It is assumed that a Notice of Intend (NOI) for coverage under the Illinois Environmental Protection Agency's ILR-10 permit will not be need as the project is not anticipated to disturb more than one (1) acre. It is assumed that work in the apparent wetlands east of Kensington Drive and the pond itself will require Army Corps permitting.

### 2.5 Contract Documents

Plans will be developed to predetermined milestones for submittal to CLIENT for review and approval. For this project, two (2) submittals, preliminary and final, will be made. The preliminary plans would be submitted to CLIENT for review and comment. The comments would then be incorporated into the plans and a disposition of comments submitted. An Engineer's Opinion of Probable Cost (EOPC) will be developed at the preliminary plan stage and updated for the final plan set. The EOPC will be completed in 2024 dollars.

COMPANY will develop and assemble the contract specifications and documents for this project in accordance with Village policies, procedures, and standards. The contract documents will include the following:

- Contract Plans
  - Cover Sheet;
  - Project Location Map;
  - Summary of Quantities;
  - Plan and Profile Sheets
  - Erosion Control Plan;
  - Restoration Plan; and
  - Construction Details;
- Contract Documents
  - Notice to Bidders;
  - Index for Supplemental Specifications and Recurring Special Provisions;
  - Check Sheet for Recurring Special Provisions;
  - Check Sheet for Recurring Local Roads and Streets Special Provisions;
  - Project Special Provisions;
  - IDOT District 1 Special Provisions;
  - IDOT Bureau of Local Roads and Streets Special Provisions;
  - IDOT Bureau of Design and Environment Check Sheet and Special Provisions;
  - Will County Prevailing Wage Rates, latest edition;
  - IDOT Highway Standards;
  - Proposal;
  - Schedule of Prices;
  - Signatures Sheet;
  - Apprenticeship or Training Program Certification;
  - Affidavit of Availability;
  - Local Agency Bid Bond, and;
  - Estimate of Construction Cost

## 2.6 Bidding Services

COMPANY will assist CLIENT to coordinate advertisement of the project in accordance with State statutes and Village ordinances. The project will be publicly advertised for a minimum of two weeks in the IDOT Local Roads Bulletin as well as the local newspaper. COMPANY will distribute bid documents electronically to qualified contractors.

Following the public bid opening, COMPANY will review all bids received to determine compliance with the bidding requirements. Bid tabulations will be developed to ensure bid prices are accurate and for illustration for subsequent contract award. Upon review of the bids COMPANY, will assemble the contract documents for execution. In addition to the bidding documents listed above, the contract documents will include the following sheets:

- Contract
- Contract Bond
- Sample forms of Certificates of Insurance to be issued if contract is awarded

Upon execution by the Contractor, COMPANY will submit a recommendation letter to CLIENT for contract award.



### 3.0 Deliverables and Schedules Included in this Agreement

Plans will be developed to predetermined milestones for submittal to the CLIENT and regulatory agencies for review and approval. The Preliminary and Final plans will be submitted to the CLIENT and regulatory agencies for review and comment. For a project of this type, up to a maximum of two (2) submittals each for the preliminary and final plans will be made. The comments would then be incorporated into the plans and a disposition of comments submitted.

COMPANY will develop and assemble the contract specifications and documents for this project in accordance with CLIENT policies, procedures, and standards. The preliminary and final plans will be developed as described in Section 2.5 of this agreement.

COMPANY will provide CLIENT with the following deliverables:

- Electronic copy survey data, wetland delineation report and tree survey
- Electronic copies of preliminary and final plans and specifications
- Copies of all applied for permit applications and approvals pending receipt
- Soils reports and LPC -662 form

The following schedule is anticipated:

- |                                   |   |
|-----------------------------------|---|
| • Notice to Proceed               | August 30, 2024                               |
| • Project Kick Off Meeting        | Within 7 days of the NTP                      |
| • Begin Topographic Survey        | Within 14 days of the NTP                     |
| • Wetland and Geotechnical Survey | Within 21 days of the NTP                     |
| • Hydraulic Design Finalized      | Within 21 days of the NTP                     |
| • Preliminary Plans               | Within 60 days of completion of survey        |
| • Final Plans                     | Within 30 days of CLIENT receives of Prefinal |
| • Advertise for Bidding           | Within 120 days of NTP                        |

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

3.1 The Company shall perform the services described in the “Scope of Services” contained in Sections 2.0 through 3.0 of this Agreement, and as described in “Section II Project Details” of the Village’s Request for Proposal, attached hereto as Exhibit A. To whatever extent the Scope of Services set forth herein conflicts with the Scope of Service provisions set forth in Exhibit A, then Sections 2.0 through 3.0 of this AGREEMENT shall control.

### 3.2 Incorporation of the Terms and Conditions of the Village’s RFP

The Company agrees to all terms and conditions as set forth in “Section IV: General Terms and Conditions” of the Village’s Request for Proposal, attached hereto as Exhibit A. To whatever extent the terms, conditions and provisions set forth herein conflict with the General Terms and Conditions as set forth in Exhibit A, then the terms herein shall control.

#### 4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Boundary Survey or Plat of Easements. Permanent easements are not anticipated to be necessary for this project.
- Topographic Survey, beyond specified in the scope of services
- Archaeological and other Threatened & Endangered Species Surveys
- Flow monitoring
- Sewer cleaning
- Cultural/Environmental Surveys
- Permitting and/or regulatory agency fees except when explicitly stated to be included
- Funding/Grant Applications
- Easement Documents / Easement Exhibits
- Materials testing
- Field tile survey
- CLOMR/LOMR
- Elevation Certificates
- Appraisals and negotiations
- Newspaper publication fees
- Construction oversight

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

#### 5.0 Services by Others

COMPANY proposes to use Resource Environmental Solutions, LLC (RES) as a sub-consultant. They will provide wetland delineation services.

COMPANY proposes to use Rubino Engineering, Inc. (Rubino) as a sub-consultant. Rubino will assist with soil borings and CCDD certification.

#### 6.0 Client Responsibilities

The following items shall be provided by the CLIENT:

- Access to available utility atlas, subdivision plans and available GIS data
- Past reports and data, if applicable
- Access to Conference Room for meetings.



## 7.0 Professional Services Fee

### 7.1 Fees

The fee for the services described in Sections 2.0 through 3.0, and for any “Extra Services” authorized and approved by the Corporate Authorities for the Village of Homer Glen as set forth in Section 7.3 of this Agreement, will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates which are attached hereto as Exhibit B to this Agreement. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

### 7.2 Invoices

Invoices for COMPANY’s services shall be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

### 7.3 Extra Services

Any service required but not included in Sections 2.0 through 3.0 of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT. The Parties acknowledge and agree that the COMPANY must notify the CLIENT if any discussed or requested services and expenses exceed the Scope of Services of this AGREEMENT as set forth in Sections 2.0 through 3.0 herein, and are “additional services,” prior to COMPANY’s performance of any additional services and expenses. Further, any additional services and expenses requested of the COMPANY beyond the Scope of Services contained within this AGREEMENT must be authorized and approved by the Corporate Authorities for the Village of Homer Glen, prior to COMPANY’s performance of any requested additional services and expenses. All approved additional services will be conducted on an hourly basis and billed according to COMPANY’s billing rates, set forth In Exhibit B. If requested, a fee estimate will be provided for a task or assignment based on a defined work scope. Any such approved additional services shall be memorialized in writing as written amendments to this AGREEMENT Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.



7.4 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$46,000.00.

Task	HRG Fee	Sub Consultants	Fees	Total Fee
Project Administration and Meetings	\$2,710.00	\$0.00	\$0.00	\$2,710.00
Survey Services	\$6,536.00	\$0.00	\$0.00	\$6,536.00
Environmental Services	\$470.00	\$7,500.00	\$0.00	\$7,970.00
Permit Clearing	\$4,516.00	\$0.00	\$127.00	\$4,643.00
Contract Documents	\$22,186.00	\$0.00	\$0.00	\$22,186.00
Bidding Services	\$1,955.00	\$0.00	\$0.00	\$1,955.00
<b>Total</b>	<b>\$38,373.00</b>	<b>\$7,500.00</b>	<b>\$127.00</b>	<b>\$46,000.00</b>



## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT.

### 8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

### 8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.



8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due, or for any other matters arising under this AGREEMENT, the Court in any such litigation shall award reasonable costs and expenses, including attorney fees, to the party that prevailed in the defense or prosecution of the matter. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.



Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives all claims against COMPANY for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.



The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to waive all claims against COMPANY, its consultants, agents, and employees for any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.



Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed COMPANY'S required insurance limits as described under Section 8.26c. For clarity, Company's liability under this section is not further reduced or limited by a determination of coverage issued under an insurance policy required in Section. It is intended that this limitation apply to any and all liability or caused of action however alleged or arising, unless otherwise prohibited by law.

#### 8.25 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will waive all claims against COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

#### 8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

#### 8.26 Insurance and Indemnification.

a. With respect to the performance of professional services, COMPANY shall indemnify and hold harmless the CLIENT, and its officers, officials, Village President, Board of Trustees, employees and representatives for all damages arising out of bodily injuries, death, sickness, property damage, liabilities, judgements, and costs, including reasonable attorney's fees, court costs, and costs of defense, to the extent caused by any negligent act, error, omission, or willful misconduct of COMPANY, and anyone for whom COMPANY is legally liable, during COMPANY'S performance of Services under this AGREEMENT.

b. Indemnity For All Other Claims: To the fullest extent permitted by law, the COMPANY shall indemnify, defend, and hold harmless the CLIENT, and its officers, officials, Village President, Board of Trustees, employees and representatives, (hereinafter referred to collectively as "Indemnified Parties"), for damages arising out of bodily injuries, death, sickness, destruction of tangible property, including the loss of use resulting therefrom, liabilities, judgements, and costs, including reasonable attorney's fees, court costs, and costs of defense, which may in anyway accrue against the CLIENT, arising in whole or in part from the negligent performance of the Services under this AGREEMENT, but other than professional services as described above, by the COMPANY. This provision shall not be construed as to require the COMPANY to indemnify the Indemnified Parties for damages caused by the Indemnified Parties' sole negligence.



c. Insurance Requirements: COMPANY shall procure and hold at all times the following types of insurance with the following limits.

- a. Commercial General and Umbrella Liability Insurance (CGL):
  - 1) \$1 million per occurrence
  - 2) \$2 million aggregate
- b. Professional Liability Insurance
  - 1) \$1 million per claim
  - 2) \$1 million annual aggregate
- c. Auto Liability
  - 1) \$1 million per occurrence Combined Single Limit or
  - 2) \$1 million bodily injury per occurrence
  - 3) \$500,000 property damage
- d. Worker's Compensation Insurance
  - 1) Worker's compensation and employers' liability insurance shall be provided as statutorily required items.

The COMPANY's Commercial General Liability, Umbrella Liability, and Auto Liability policies shall include the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, employees, and representatives as additional insureds, on a primary, non-contributory basis.



is AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Logan Gilbertsen, P.E., CFM  
Author Name

Approved by: 

Printed/Typed Name: Logan Gilbertsen, P.E., CFM

Title: Regional Manager Date: August 23, 2024

VILLAGE OF HOMER GLEN

Accepted by: 

Printed/Typed Name: Joseph B. Baber

Title: Village Manager Date: 8/23/24

**ATTACHMENT A**



**HOMER GLEN**

**Request for Proposals**

**SEEKING PROFESSIONAL ENGINEERING SERVICES FOR  
PINE HILL DRAINAGE IMPROVEMENTS**

Proposals are due by 3:00 pm on Friday, April 19<sup>th</sup>, 2024.

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Contents

Section I:	Overview
Section II:	Project Details
Section III:	Proposal Submission Requirements
Section IV:	General Terms and Conditions
Section V:	Evaluation and Selection Process
Section VI:	Submittal Checklist
Section VII:	Proposal Summary Sheet
Section VIII:	Certifications and Assurances
Section IX:	References
Section X:	Non-Collusion Certificate
Section XI:	Contract
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Exhibit A:	Pine Hill Drainage Study

## Section I: Overview

The Village of Homer Glen is requesting proposals from qualified and experienced engineering firms, that specialize in civil infrastructure and drainage design work to provide services related to the preparation of engineering plans, specifications and bid documents required for the Village's Drainage Improvement at in the Pine Hill Estates subdivision.

All questions related to this proposal must be submitted in writing, no later than 12:00pm local time on **April 11<sup>th</sup>** (4/11/2024) to:

Brett Westcott, PE  
Village Engineer  
Email: [bwestcott@homerglenil.org](mailto:bwestcott@homerglenil.org)

Prior to the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this RFP in the form of a written Addendum which will be posted on the Village website by **April 12<sup>th</sup>** (4/12/2024).

No verbal/oral comments will be made to any Proposer as to the meaning of the RFP, Specifications or other contract documents. Answers will be provided in writing to all potential Proposers. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submission.**

Proposals must be submitted no later than 3:00pm, local time, on **Friday, April 19<sup>th</sup>, 2024** (4/19/2024). Proposals received after this date and time will not be accepted; all proposals received after the submittal deadline will be rejected and returned unopened. Proposals must include all information and documents as requested in this Request for Proposal, failure to follow these instructions may result in rejection of the proposal.

The Village of Homer Glen reserves the right to reject any and all proposals and void any irregularities. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

## **Section II: Project Details**

### Community Profile

Homer Glen, Illinois, is a home-rule community of 24,664 residents located in northeastern Will County, approximately 25 miles southwest of Chicago. The Village was incorporated on April 17, 2001 and is home to a unique blend of open space, residential developments and vibrant commercial corridors. Homer Glen is one of Will County's largest municipalities encompassing more than 22 square miles.

### Background

The Pine Hill Estates subdivision is located in Homer Glen, Illinois in Will County. The subdivision was built in the late 1980s and has been experiencing roadway overtopping and flooding issues for quite some time. The subdivisions existing drainage system consists of a combination of storm sewer, ditches, culverts, drain tiles and manmade stormwater basins. Both upstream residential areas and offsite forested areas contribute tributary flow into the subdivision. Tributary flows end up in the designed basins and eventually drain through an existing field tile and channel running to the east.

A drainage study has been completed for the subdivision to identify major issues and areas for improvement to help alleviate the long-standing flooding issues. The study has identified issues with the existing basins as well as culverts and ditches downstream of the basins. A section of culvert and ditches upstream of the basins, near Chelsea Court, was also identified as an impacted area. This study has been attached as Exhibit A; additional documents including the original engineering plans for Pine Hill Estates will be made available upon request from the Village.

Recommendations from the study suggest the following:

- 1) Upsize existing storm sewer pipes at the existing basins; remove existing pipe culverts under Kensington Drive and install a box culvert; regrade and shape downstream emergency overflow channels.
- 2) Clean out existing storm sewers near Chelsea Court; replace existing culverts with larger pipes; regrading existing ditches to provide additional capacity.

### Scope of Services

The successful engineering firm shall prepare and provide detailed plans, specifications, bid documents, bid services and an estimate of probable cost for the project. The firm shall also identify and obtain any and all permits required for the construction of the project having jurisdiction over or within the project limits. Permitting with the Army Corps of Engineers may be required to complete this work.

### **Section III: Proposal Submission Requirements**

Proposers shall complete and submit the requested forms included in Sections VII – X. The Village will only accept proposals in bound hard copy format and does not accept proposals submitted via fax, email, or other electronic means.

Proposals are to be submitted in a sealed Package to:

Village of Homer Glen  
Attn: Brett Westcott P.E., Village Engineer  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491  
(630) 740-2447  
[bwestcott@homerglenil.org](mailto:bwestcott@homerglenil.org)

With the following on the outside of the envelope:

- Company Name
- RFP Title
- Due Date and Time

Package must include:

- One (1) Original Proposal, identified as “Original”
- Three (3) Copies of Proposal
- One Copy of Proposal on a Flash Drive – Include both original and public viewing versions, if applicable.

The final scope of work will be determined between the selected Proposer and the Village. All work shall be completed using the latest IDOT, Village of Homer Glen and Will County design and construction standards, guidelines, practices and procedures where applicable.

All material submitted regarding this RFP becomes the property of the Village of Homer Glen, unless otherwise noted in the RFP. The Village reserves the right to cancel this RFP at any time, without penalty. Once submitted, no proposal may be withdrawn without the Village’s consent.

## **Section IV: General Terms and Conditions**

### Award

Award of the contract is subject to Board Approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

The following terms and conditions must be met in the Proposer's preparation of and the Village's consideration of each submittal:

1. Compliance with Laws:
  - a. All services of any qualifying Proposer shall comply with all Federal and State of Illinois laws, county and municipal codes, ordinances, rules and regulations that in any manner affect the services to be provided or the operations of the firm, including, but not limited to, the Prevailing Wage Act, the Illinois Procurement Code, and all laws governing employment.
  - b. A qualifying Proposer shall certify that it shall not discriminate against any worker, job applicant, employee, or member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, and shall not otherwise commit any unfair employment practice, and that it shall comply with all requirements of the Illinois Human Rights Act, as amended (775 ILCS 5/101, et. seq.), and all rules and regulations of the Illinois Department of Human Rights and the Equal Opportunity Commission.
  - c. A qualifying Proposer shall further certify that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code (30 ILCS 500/1-1, et. seq.); and further certifies that it has not been barred from contracting with a unit of State or local government as a result of any violation of Sections 33E-3 or 33E-4 of the Illinois Criminal Code {720 ILCS 5/33E-3, 33E-4}.
  - d. A qualifying Proposer shall also certify that its workplace complies with the Drug Free Workplace Environment Act {30 ILCS 580/1, et. seq.}, and that it provides a written program for prevention of substance abuse among employees and testing of employees for substance abuse, in accordance with the Substance Abuse Prevention Act (820 ILCS 265/1, et. seq.).
  - e. A qualifying Proposer shall have the ability to obtain all necessary licenses, permits and approvals, whenever applicable.
  - f. A qualifying Proposer shall submit a completed and signed Certifications and Assurances form (Section VIII).

## Section VI: Submittal Checklist

Please submit the following items:

- A technical proposal as described in this RFP.
- Signed and completed required forms included in Sections VII - X.
- Three references.
- Insurance requirements.
- Acknowledgement of Addenda – Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission.
- Proposal – Proposer must submit one (1) flash drive containing the full proposal electronically and four (4) complete signed, sealed and attested copies of the proposal. (1 Original, 3 Copies)
  - a. Proposals are to be submitted in a sealed Package to:  
Village of Homer Glen  
Attn: Brett Westcott P.E., Village Engineer  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491  
(708) 301-0632 Ext. 117  
bwestcott@homerglenil.org
  - b. With the following on the outside of the envelope:
    - i. Company Name
    - ii. RFP Title
    - iii. Due Date and Time

## Section VII: Proposal Summary Sheet

HR Green, Inc. \_\_\_\_\_ (Name of Organization) proposes to provide services for the Village of Homer Glen’s Pine Hill Drainage Improvement, as outlined herein; for the total cost of \$46,000.00. This includes all services, labor, material, equipment, supervision, and any other items considered a billable expense.

Signed: *Akram Chaudhry*

---

Printed Name:  
Akram Chaudhry, PE

---

Title:  
Vice President, Principal

---

Address:  
1391 Corporate Drive, Suite 203

---

City/State/Zip:  
McHenry, IL 60050

---

Phone:  
815.509.6098

---

Email:  
achaudhry@hrgreen.com

---

Dated:  
4/19/2024

---

### Section VIII: Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by the Village without further negotiation at any time within the 90-day period.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the Village whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. I understand that the Village will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the Village, and I/we claim no proprietary right to the ideas, writings, items, or samples.
4. I/we warrant that, in connection with this procurement:
  - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
  - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor
  - c. No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Company HR Green, Inc.  
Signature *Ahram Chaudhry*  
Title Vice President, Principal

Date 4/19/2024

**Section X: Non-Collusion Certificate**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

HR Green, Inc.

\_\_\_\_\_  
(Printed Name of Firm)

1391 Corporate Drive, Suite 203

\_\_\_\_\_  
Address

McHenry

IL

60050

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

*Abham Chaudhry*

\_\_\_\_\_  
Signature of Authorized Representative

Vice President, Principal

4/19/2024

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Section IX: References

Organization: Village of Algonquin, Illinois  
Address: 2200 Harnish Drive  
City, State, Zip: Algonquin, IL, 60102  
Phone Number: 847.658.2754  
Contact Person: Michele Zimmerman - Assistant Public Works Director  
Name of Project: Souwanas Trail Outfall  
Date of Project: Fall 2023 design, currently under construction

Organization: City of Batavia, Illinois  
Address: 100 North Island Avenue  
City, State, Zip: Batavia, IL, 60510  
Phone Number: 630.454.2757  
Contact Person: Andrea Podraza, PE, CFM - Assistant City Engineer  
Name of Project: Mahoney Creek Headwaters - Wetland Basin  
Date of Project: 2021-2022

Organization: Elk Grove Village, Illinois  
Address: 450 E. Devon Avenue  
City, State, Zip: Elk Grove Village, IL, 60007  
Phone Number: 847.734.8800  
Contact Person: Ken Jay - Deputy Director of Public Works, Engineering/Administration  
Name of Project: Bennett Road Concept Study  
Date of Project: Fall 2023



## **Section XI: Contract**

The Village reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal must be submitted initially on the most favorable terms which the firm can propose. The firm shall enter into a written contract, which shall be submitted to the Corporate Authorities of the Village for approval. Final acceptance of the proposal shall only be complete under Corporate Authorities acceptance of a contract executed by the Proposer.

The Proposer should be prepared to accept a contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter, without obligation to the Village.

This RFP does not obligate the Village to contract for services specified herein.

## **Section XII: Notice**

1. This RFP is not a contract or offer of employment.
2. The cost of preparation of proposals shall be the sole obligation of the Proposer.
3. All submitted proposals, whether accepted or rejected, are the property of the Village of Homer Glen.
4. The firm selected to perform the work must enter into a standard Village of Homer Glen contract, as written by the Village in consultation with the successful firm.

2. Insurance and Indemnification:

- a. A qualifying Proposer shall provide evidence of insurance coverage.
- b. To the fullest extent permitted by law, the qualifying Proposer shall, if awarded a contract with the Village, agree to indemnify and hold harmless the Village, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the services to be provided; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the firm or anyone directly or indirectly employed by the Proposer or anyone for whose acts it may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. A qualifying Proposer shall similarly agree to protect, indemnify and hold and save harmless the Village, its officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions, and expenses, including but not limited to legal fees incurred by reason of such Proposer's breach of any of its obligations under, or default of, any provision of any contract entered with the Village for such services.

c. Insurance Requirements

- 1) Commercial General and Umbrella Liability Insurance (CGL):
  - A. \$1 million per occurrence
  - B. \$2 million aggregate
- 2) Professional Liability Insurance
  - A. \$1 million per occurrence
  - B. \$1 million annual aggregate
- 3) Auto Liability
  - A. \$1 million per occurrence Combined Single Limit or
  - B. \$1 million bodily injury per occurrence
  - C. \$500,000 property damage

All Certificates of Insurance shall include the Village of Homer Glen as additional named insured, as well as the Village's officers, agents, employees and volunteers.

- d. Worker's Compensation Insurance: Worker's compensation and employers' liability insurance shall be provided as statutorily required items.