

**A RESOLUTION
ACCEPTING A PROPOSAL FROM
HR GREEN
FOR VILLAGE ENGINEERING SERVICES**

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The Proposal from HR Green for Village engineering services, in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President and approved by the Village Attorney.

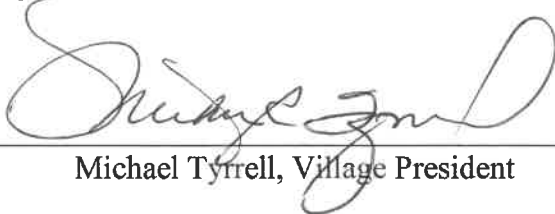
Section 2. The Village Administrator shall be and is hereby authorized to execute any and all documents related to EXHIBIT A on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed this 16th day of June, 2020 pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Darlene Bakk	✓	_____	_____	_____
Trustee Susan P. George	✓	_____	_____	_____
Trustee Michael O'Dwyer	_____	_____	✓	_____
Trustee Jim McKelvie	✓	_____	_____	_____
Trustee Mike Millette	✓	_____	_____	_____
Trustee Wendy K. White Eagle	✓	_____	_____	_____
President Mike Tyrrell	_____	_____	_____	_____

APPROVED this 16th day of June 2020



Michael Tyrrell, Village President

(SEAL)

ATTEST: 

Village Clerk – Lynn Baez



PROFESSIONAL SERVICES AGREEMENT

For

**2020/2021 Village Engineering Services
General Consultation Contract**

May 1, 2020 – April 30, 2021

Prepared for:

President Mike Tyrrell and Board of Trustees
c/o Mr. Ron Searl, Village Administrator
40W270 LaFox Road, Suite B
Campton Hills, IL 60175
Ph: (630) 584-5700 / Fax: (630) 584-5775

Prepared By:

Timothy J. Hartnett
Practice Leader – Governmental Services Midwest / Principal /

Scott Marquardt, PE
Project Manager - Governmental Services Midwest / Associate /
Village Engineering Consultant

HR Green Job No.:
200620 – Village Engineering General Consultation Services

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between the Village of Campton Hills (hereafter "CLIENT") and HR Green, Inc., (hereafter "COMPANY").

1.0 Project Understanding

1.1 WHEREAS, the CLIENT intends to retain COMPANY from time-to-time to serve as Village Engineer per ordinance and to render certain professional engineering services (hereinafter "services"); and

WHEREAS, COMPANY is willing to provide the services for consideration and upon the terms herein stated;

Now, THEREFORE, in consideration of the services to be performed by COMPANY and payment by the CLIENT, the parties agree to the terms, provisions, and conditions as hereinafter set forth.

2.0 Scope of Services

The scope of services requested by the CLIENT shall be described in separate work orders (each a "Work Order"), to be agreed upon by each party, and each Work Order shall not be inconsistent with the scope of work and the fee indicated in this Agreement. The terms and conditions of this Agreement between COMPANY and the CLIENT shall apply to all Work Orders issued from the date of agreement acceptance until April 30, 2021 except to the extent expressly modified in each work order.

The following phase codes are proposed to be used on all Work Orders, as applicable, to categorize the type of service being provided.

200620 – General Consultation Services

<u>Phase</u>	<u>Tasks</u>
10 - Transportation	Infrastructure Planning Meetings Grants and Funding Site submittal review Construction Observation Punchlist / Acceptance Reimbursables
20 – Meeting Attendance	Board Status Report/Meeting Preparation Staff/Committees Township Reimbursables
30 – Development	Meetings Site submittal review Construction Observation Punchlist / Acceptance Reimbursables

200620 – General Consultation Services (Continued)

40 - Sewer	Excluded
50 – Water	Excluded
60 – Stormwater	N/A – The Village will continue to utilize services by Trotter

A signature is required on each Work Order by both parties to signify acceptance of that Work Order, and bind these terms, provisions and conditions to that Work Order.

3.0 Deliverables and Schedules Included in this Agreement

Deliverables described in individual Work Orders are included in this contract.

4.0 Items not included in Agreement/Supplemental Services

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

The scope of work does not include any design services or environmental work, specifically related to infrastructure or development projects.

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

5.0 Services by Others

Services by others will be determined and included in each Work Order. COMPANY shall be solely responsible for the performance of all services performed by any subcontractors engaged by COMPANY to perform the services described within any Work Order.

6.0 Client Responsibilities

To be determined and outlined in each individual Work Order.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed, a copy of which is attached to this Agreement and incorporated as though fully restated herein.

The team that represents the Village of Campton Hills is listed below:

- Timothy J. Hartnett – Principal in Charge
- Scott Marquardt – Village Engineering Representative
- Jeff Strzalka – Pavement Project Manager
- Others TBD for future projects as determined.

7.2 Invoices

Invoices for COMPANY's services shall be submitted on a monthly basis. The CLIENT agrees to pay in a timely manner following the terms of the "Illinois Local Government Prompt Payment Act, 50 ILCS 505".

7.3 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis based on attached rate sheet for scope of work to be defined in future individual Work Orders.

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. COMPANY shall be solely responsible for ensuring that all work performed under this AGREEMENT is performed by employees who have obtained and maintain those necessary licenses, accreditations and degrees required by law. Notwithstanding anything to the contrary, where the services provided under this Agreement are within the scope of a professional licensing statute (e.g. Professional Engineering Practice Act of 1989, as amended), the standard of care required by law, if any, shall apply to such work.

8.2 Entire Agreement

This Agreement, and its attachments, including each Work Order, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering 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. Any extra work or additional services requested by the CLIENT pursuant to this Agreement, must be memorialized as a Work Order and approved by the Village Administrator, and CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

8.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work 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) consecutive calendar days the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension.

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

Neither party shall be deemed to be in breach of this Agreement unless the non-defaulting party has first given written notice of breach to the defaulting party and the defaulting party has failed to cure such breach within ten (10) days. Where the time required to cure a breach reasonably requires greater than ten (10) days, the cure period shall be extended so long as the defaulting party commences the cure within ten (10) days and applies diligent effort toward the cure until completed.

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 as a result of the suspension.

8.5 Book of Account

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.

COMPANY shall produce records which are responsive to a request received by the CLIENT under the Freedom of Information Act 5 ILCS 140/1 et seq so that the CLIENT may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then COMPANY shall so notify the CLIENT and if possible, the CLIENT shall request an extension so as to comply with the Act. In the event that the CLIENT is found to have not complied with the Freedom of Information Act due to COMPANY's failure to produce documents or otherwise appropriately respond to a request under the Act, then COMPANY shall indemnify and hold the CLIENT harmless, and pay all damages, including fines and costs, determined to be due as a result of COMPANY's failure to produce required original records.

8.6 Insurance

COMPANY will maintain the following insurance for the duration of this Agreement:

8.6.1 General Liability

COMPANY shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. CLIENT shall be included as an additional insured under the CGL and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the CLIENT. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

8.6.2 Automobile Liability

COMPANY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any hired and non-owned autos. If necessary, the policy shall be endorsed to provide contractual liability coverage.

8.6.3 Workers' Compensation

COMPANY shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease.

8.6.4 Professional Liability

COMPANY shall maintain professional liability and, if necessary, professional umbrella liability insurance with a limit of not less than \$2,000,000 for each claim arising out of the performance of professional services and \$3,000,000 aggregate.

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 days written notice. If any portion of the work 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 work 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 work performed and expenses incurred up to the date of termination.

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 be 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, subconsultants, 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, Kane County without regard to any conflict of laws 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, Kane County.

8.13 Dispute Resolution. Intentionally omitted.

8.14 Attorney's Fees

In the event of litigation by either party under this Agreement, the prevailing party shall be entitled to receive from the Court all of its reasonable costs and expenses including attorneys' fees. 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 reasonable 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 be the property of both the CLIENT and the COMPANY.

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. CLIENT agrees to waive all claims (including pass-through claims or similar third party actions), damages and expenses, including reasonable attorney fees, arising out of or resulting from reuse.

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 any claim 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 or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services.

8.18 Opinion of Probable Construction Cost

COMPANY shall 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 his or her 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 of 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. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk and without liability or legal responsibility on the part of COMPANY. Furthermore, the CLIENT agrees to waive all claims, including pass-through or similar third party actions, resulting from injuries, damages, losses, expenses, and attorney's 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.

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 contract unless indicated in the Scope of Work.

Consistent with professional standard of care, COMPANY shall be liable for failure to follow the guidance of other consultants engaged by CLIENT with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which COMPANY detects or alleges to exist in or as a consequence of implementing the other consultant's plans, specifications or other instruments of service.

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. 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; failure of any government agency to act in 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 subconsultants 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 agrees that this intent shall be made evident in the CLIENT'S AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT and COMPANY 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

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 **(Omitted)**

8.25 Indemnification

The Company agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Company's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Company is legally liable.

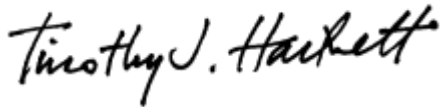
The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Company, its officers, directors, employees and subconsultants (collectively, Company) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent the Client is actually held liable under the laws of the State of Illinois.

Neither the Client nor the Company shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



Timothy J. Hartnett
Vice President/Practice Leader
Governmental Services Midwest

VILLAGE OF CAMPTON HILLS

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



HR GREEN, INC.
Billing Rate Schedule
Effective FY 2020-2021

Job No. 200620 – Village Engineering Services

Professional Services	Billing Rate Range
Principal	\$215- \$300
Senior Professional	\$195- \$295
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$130- \$195
Field Personnel	\$90- \$170
Junior Field Personnel	\$50- \$100
Administrative Coordinator	\$65-\$110
Administrative	\$60- \$115
Corporate Admin	\$80- \$145
Operators/Intern	\$50- \$120

Reimbursable Expenses

Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service.

Non salary expenses directly attributable to the project such as: (1) identifiable reproduction costs applicable to the work; and (2) outside services will be charged at the cost thereof at the time the work is done.