

# **PROFESSIONAL SERVICES AGREEMENT**

**DECEMBER \_\_\_\_, 2025**

**BETWEEN**

**CITY OF CREST HILL**

**AND**

**HOUSEAL LAVIGNE ASSOCIATES, LLC.**

# **AGREEMENT FOR PROFESSIONAL SERVICES**

## **BETWEEN CITY OF CREST HILL**

### **AND**

## **HOUSEAL LAVIGNE ASSOCIATES, LLC.**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between HOUSEAL LAVIGNE ASSOCIATES LLC., an Illinois Limited Liability Company with principal offices at 188 W. Randolph, Suite 200, Chicago, IL 60601 (hereinafter referred to as the "CONSULTANT"), and the City of Crest Hill, a municipal corporation of the State of Illinois, whose mailing address is 20600 City Center Boulevard, Crest Hill, IL 60403 (hereinafter referred to as the "CLIENT").

WITNESSETH THAT:

**WHEREAS**, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance in connection with the preparation of the Crest Hill Comprehensive Plan Audit and Update (hereinafter referred to as the "PROJECT") and the CONSULTANT has signified its willingness to furnish technical and professional service to the CLIENT; and WHEREAS, the CONSULTANT represents to the CLIENT that it has sufficient expertise and resources to enable it to provide such advice and assistance to the CLIENT; and

**WHEREAS**, the CLIENT is interested in hiring a CONSULTANT to assist with a project, and

**WHEREAS**, CONSULTANT is qualified to do business in Illinois and

**WHEREAS**, The CLIENT and CONSULTANT wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

**WHEREAS**, CONSULTANT is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

A. Scope of CONSULTANT's Services

The CONSULTANT agrees to perform in a good and professional manner those services described in Attachment A, *Scope of Services*, Section 2, a copy of which is attached hereto and incorporated in this AGREEMENT. All documents, work papers, maps, and study materials produced by the CONSULTANT in the performance of these services become the property of the CLIENT during and upon completion of the services to be performed under this AGREEMENT.

B. Services to be Provided by the Client

All existing information, data, reports, and records which are useful for carrying out the work on this PROJECT and which are owned or controlled by the CLIENT shall be furnished to the CONSULTANT in a timely manner. The completion of the services to be performed by the CONSULTANT under this AGREEMENT is contingent upon the receipt from the CLIENT, at no cost to the CONSULTANT, the data and reports and other material as described in Attachment A, Section 1, in a timely manner. If, by reason of any fault of CLIENT, the information, data, reports and records to be provided by the CLIENT are not made available to the CONSULTANT in a timely manner, the CONSULTANT may, at its option, stop work on the PROJECT until such materials are provided.

C. Meetings and CONSULTANT Visits

The CONSULTANT will attend meetings as specifically identified in the *Scope of Services*, Attachment A, Section 2. A "meeting" within the body of this AGREEMENT shall mean a gathering requiring the attendance of the CONSULTANT or CONSULTANT's staff, including workshops, formal presentations, interviews, meetings with CLIENT'S staff, public meetings and workshops, and public hearings. Public meetings shall be scheduled at least seven (7) to fifteen (15) days in advance, and

public hearings shall be scheduled with sufficient advance notice to comply with state and local notice requirements. Attendance at “additional” meetings, meetings not identified in Attachment A, Section 2, *Scope of Services*, will be subject to the provisions of Article L (Extra Work) of this AGREEMENT. The CONSULTANT may conduct “site visits” to gather information, data, and perform field reconnaissance. These “site visits” shall not be counted as meetings under this AGREEMENT. When conducting “site visits” or in the community attending scheduled meetings, the CONSULTANT may informally meet with CLIENT staff to review and discuss aspects of the PROJECT. These informal CLIENT meetings with staff shall not be counted as meetings under this agreement. Throughout the PROJECT the CONSULTANT may conduct phone calls or teleconferences with CLIENT staff on an as needed basis, to maintain open communication and discuss certain aspects of the PROJECT. These phone calls and teleconferences with CLIENT staff shall not be counted as meetings under this AGREEMENT.

#### D. Deliverables

CONSULTANT agrees to provide products to the CLIENT as identified in Attachment A, Sections 2, *Scope of Services*. The CONSULTANT shall provide all deliverables at least five (5) days in advance of all public meetings. All deliverables become the property of the CLIENT, including all hard copies and electronic (PDF format) file copies.

#### E. Changes

The CLIENT may, from time to time, request changes in Attachment A, *Scope of Services*, of the services to be performed by the CONSULTANT hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon, shall be incorporated in written amendments to this AGREEMENT.

#### F. CONSULTANT's Compensation

The CONSULTANT shall be compensated for services rendered under the terms of this AGREEMENT on the basis of the CONSULTANT's hourly rates as provided in Attachment A, Section 3, Hourly Rates and Per Diem Schedule. The Hourly Rates and Per Diem Schedule will be updated at the beginning

of every calendar year and the updated Hourly Rates and Per Diem Schedule will apply to the terms of this AGREEMENT. The CONSULTANT's compensation will include staff time devoted to the PROJECT and for directly related project expenses. The maximum cost for CONSULTANT services under this AGREEMENT is a not to exceed amount of **\$63,400**, including directly related job expenses. Directly related job expenses include but are not limited to: travel (typically including airfare, mileage, car rental, staff per diem for meals and incidentals, and lodging), printing, graphic reproduction, mailing, the purchase of additional maps, plans and reports and other out-of-pocket expenses that are related to carrying out services under this AGREEMENT. Any reimbursable expenses that are not enumerated above must be identified by the CONSULTANT and approved by the CLIENT in writing.

The CONSULTANT will not exceed the "not to exceed amount" without specific written authorization from the CLIENT or an amendment to this AGREEMENT. The CONSULTANT represents and warrants that absent Extra Work, as referenced in Article M, all work to be performed under this AGREEMENT can and will be performed without exceeding the maximum compensation amount and directly related job expense amount, both set forth above.

#### G. Method of Payment

The CONSULTANT will submit monthly invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period. Invoices are due and payable no later than thirty (30) days from the date of CLIENT's receipt of the invoice.

#### H. Time of Performance

The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this AGREEMENT, and shall, absent causes beyond the reasonable control of the CONSULTANT, be completed within 7-months of delivery of said executed AGREEMENT. The completion of services by the CONSULTANT shall be, among other things, contingent upon the timely receipt of the services, data, and other reports described in Attachment A, *Scope of Services* and upon the timely conduct by the CLIENT of meetings and decisions required for its purposes in the execution of Attachment A. For

the purpose of this AGREEMENT, timely shall mean that decisions and choices be made within ten (10) working days for CLIENT staff review of CONSULTANT submittals, services, data, and reports as are delivered to the CLIENT's representative; and fifteen (15) calendar days for such decisions and choices to be made by the City Council, or other elected or appointed bodies of the CLIENT. If the CLIENT requests that CONSULTANT perform Extra Work as defined in Article L such as is not now included in Attachment A, the CONSULTANT, if agreed to by the CLIENT, may suspend work on the PROJECT or a portion of the PROJECT, and may extend the period of time allotted to perform the services identified in Attachment A under this AGREEMENT, to a mutually agreed upon period of time necessary to compensate for Extra Work.

#### I. Excusable Delays

The CONSULTANT shall not be in breach of this AGREEMENT by reason of any failure in performance of this AGREEMENT in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, strikes, and unusually severe weather, but in every case, so long as the failure to perform is beyond the reasonable control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in breach of this AGREEMENT.

#### J. Termination

The CLIENT shall have the right to terminate this AGREEMENT by written prior notice to the CONSULTANT at least five (5) working days before the specified effective date of such termination. In such event, documents and work papers prepared by the CONSULTANT under this AGREEMENT shall become the property of the CLIENT. On receipt of said documents and work papers by the CLIENT, the CONSULTANT shall receive compensation and reimbursement for the work actually performed before the date of termination, in accordance with Article F, CONSULTANT's Compensation, of this AGREEMENT, less payment for services and expenses previously paid.

K. Non-discrimination

The CONSULTANT shall engage in lawful employment practices. The CONSULTANT shall not fail, refuse to hire, discharge, or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, or handicap unrelated to the individual's ability to perform the duties of the position.

L. Extra Work

If requested and agreed to in writing by the CLIENT and CONSULTANT, the CONSULTANT will be available to furnish, or obtain from others, Extra Work of the following types:

1. Extra work or extended services due to changes in the general scope or timing of the PROJECT, including, but not limited to; changes in size, complexity or character of the work items; acceleration of the work schedule involving services beyond normal working hours; non-delivery of any materials, data, or other information to be furnished by the CLIENT not within the reasonable control of the CONSULTANT.
2. Additional or extended services, including PROJECT administration due to the prolongation of the period of delivery of services specified in this AGREEMENT time through no fault of the CONSULTANT.
3. Attendance at additional meetings beyond those made part of the AGREEMENT.
4. Other additional services requested and agreed to by the CLIENT and CONSULTANT, which are not otherwise provided for under this AGREEMENT.

The compensation and schedule for completing Extra Work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provision of Article E (Changes) of this AGREEMENT.

M. Entire Agreement

This agreement, including the attachments to this agreement, contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing executed by the parties to this AGREEMENT.

N. Governing Law

This AGREEMENT will be governed by and construed in accordance with the laws of the State of Illinois and within the jurisdiction of Will County.

O. Client Representative to CONSULTANT

The CLIENT designates Daniel Ritter to act as its representative with respect to the work to be performed under this AGREEMENT, and such person shall have authority to transmit instructions, receive information, interpret and define CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this AGREEMENT until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT designates John Houseal, as the CONSULTANT's representative to the CLIENT.

P. Employment Opportunity

The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard for their race, religion, color, sex, or national origin or any other protected class. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship.



Q. General Compliance with Laws

CONSULTANT agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If CONSULTANT is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC.

X\_\_\_\_\_

John Houseal, FAICP

Partner

Date:\_\_\_\_\_

CLIENT:

City of Crest Hill

X\_\_\_\_\_

Name/Title: \_\_\_\_\_

Date:\_\_\_\_\_

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## **ATTACHMENT A**

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Section 1: CLIENT ASSISTANCE TO THE CONSULTANT

Section 2: SCOPE OF SERVICES

Section 3: HOURLY RATES AND PER DIEM SCHEDULE (2025)

## **Attachment A – Section 1:**

### **CLIENT ASSISTANCE TO THE CONSULTANT**

Whereas the scope of services will be undertaken by the CONSULTANT, it is understood and agreed that the CLIENT will provide the following assistance to the CONSULTANT:

1. The CLIENT, with the CONSULTANT's assistance, will schedule and arrange and provide notices for all meetings and workshops including contacting agencies, individuals and citizens to be invited to meetings.
2. The CLIENT, with the CONSULTANT'S assistance, will collect and compile previously prepared and available reports, projects, studies, maps and other data owned or in control of the CLIENT and that might be useful for the project.
3. The CLIENT will provide to the CONSULTANT an up-to-date base map (electronic and hard copy), including GIS files and information.

## **Attachment A – Section 2:** **SCOPE OF SERVICES**

### **Step 1: Initiation and Outreach**

To initiate the Comprehensive Plan Audit and Update process, the Project Team will host an initial coordination call with City staff to review the scope of work, project timeline, and key deliverables. The Project Team will outline other data needs including the most up-to-date GIS data.

The Project Team will prepare a project website and online community survey for residents and business owners to offer a community-wide opinion on a range of topics and issues. We will also host a series of facilitated meetings with department heads, and the City's elected and appointed officials to enable discussion and establish a consensus on changes to the vision and goals for the City. This step will conclude with a summary of outreach and anticipated key plan updates and will provide focus and direction for the subsequent Comprehensive Plan Audit and Update.

#### **Tasks**

- 1a. Staff Kick-Off Meeting and Data Collection
- 1b. Project Website and Online Community Survey
- 1c. Department Heads Meeting
- 1d. Community Listening Session – Joint Elected and Appointed Officials Meeting (City Council and Plan Commission)
- 1e. Outreach Summary and List of Key Plan Updates

### **Step 2: Comprehensive Plan Audit and Update**

The Comprehensive Plan Audit and Update will be based on issues and opportunities collected during outreach, information provided by the City, feedback from elected and appointed officials, and staff-identified major changes needed since the past Comprehensive Plan (2014). We intend to move through this task efficiently, reserving project budget and resources for planning, drafting, and updating the Plan.

Given our previous experience preparing the City of Crest Hill Comprehensive Plan (2014), revisions may include but are not limited to the following sections: *Community Profile (incl. demographics); Vision, Goals, and Objectives; Existing Land Use; Future Land Use Plan; and others as needed.*

#### **Tasks**

- 2a. Past Plans, Studies, and Reports Review (*for studies conducted in the interim since adoption of the 2014 Plan*)
- 2b. Comprehensive Plan Audit and Update
- 2c. Staff Review and Discussion Meeting

### **Step 3: Draft and Final Comprehensive Plan Update**

Based on the previous steps of the process, a draft version of the City of Crest Hill Comprehensive Plan will be prepared for staff review and consideration. The overall layout, structure, design, and format of the new Comprehensive Plan will be updated with new information, graphics, and maps.

The Project Team will prepare final revisions to the Comprehensive Plan Update document in a PDF format. The Project Team will provide outreach summaries (PDFs), and updated GIS data compiled during the planning process (geodatabase or shapefile) if applicable. A final presentation will be made to the Plan Commission for informational purposes only.

*Note: As a targeted update to the current 2014 document, we anticipate the Comprehensive Plan Update may not need to be adopted by City Council. Public hearing and adoption meetings have been included as optional/as-needed tasks 3e and 3f, should they be required.*

**Tasks**

- 3a. Draft Comprehensive Plan Update
- 3b. Staff Review and Discussion Meeting
- 3c. Community Open House – Draft Plan Review
- 3d. Final Comprehensive Plan Update
- 3e. Final Draft Comprehensive Plan to Plan Commission – Public Hearing (if needed)
- 3f. Final Draft Comprehensive Plan to City Council – For Adoption (if needed)

## **Attachment A – Section 3:**

### **HOURLY RATES AND PER DIEM SCHEDULE (2025/2026)**

This Hourly Rates and Per Diem Schedule will be updated at the beginning of every calendar year and will apply to all AGREEMENTs as specified in Article F. CONSULTANT's Compensation, for the calendar year specified above.

#### **Houseal Lavigne Hourly Rates**

Partner	\$295
Principal	\$285
Practice Lead	\$235
Senior Project Manager/Analyst	\$200
Project Manager	\$185
Planner II/Analyst II	\$135-\$155
Planner I/Analyst I	\$115-\$125
Clerical/Technical	\$85

#### **Houseal Lavigne Per Diem**

Full Day	\$65
Local Region - Full Day	\$40