



PROFESSIONAL SERVICES AGREEMENT

For

**Homewood 2025 High Visibility Crosswalk Improvements
Topographic Survey and Final Engineering Services**

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HR Green Project Number: 2502595

June 3, 2025

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

1.0 Project Understanding

1.1 General Understanding

The CLIENT desires to provide improvements to the pedestrian network located in the core downtown area. COMPANY proposes to provide design and bid/construction documents for proposed improvements to the below noted intersections, as specifically requested by CLIENT via various email correspondence from March 17 thru April 11, 2025. Specifically, improvements shall include high visibility crosswalk striping, signage, and solar powered flashing beacon assemblies, along with the ramp improvements required to bring each into compliance with the applicable Americans with Disabilities Act (ADA). The proposed locations included in this AGREEMENT are:

- a. Harwood Ave. and Ridge Rd. – One (1) crossing with two (2) ADA ramp improvements.
- b. Ridge Rd. and Martin Ave. (east intersection) – One (1) crossing with two (2) ADA ramp improvements.
- c. Chestnut Rd. and Harwood Ave. – Two (2) crossings with four (4) ADA ramp improvements.
- d. Dixie Highway (FAU 2843) and Chestnut Rd. – One (1) crossing with two (2) ADA ramp improvements.
 - Total crossings and ADA ramp improvements included in this AGREEMENT are five (5) and ten (10), respectively.

The work will include topographic survey, design, the preparation of bidding/construction documents, opinion of probable construction cost estimates, and related work necessary to complete the bid/construction documents.

The design and bid/construction documents for the noted areas of improvements will follow CLIENT and Illinois Department of Transportation (IDOT) standards and procedures, as applicable.

The project will be funded from the CLIENT's General Funding budget.

1.2 Design Criteria/Assumptions

The engineering and contract documents will be developed according to the applicable requirements within the following design guidelines:

- a) IDOT Bureau of Local Roads and Streets (BLR) Manual, IDOT Bureau of Design and Environment (BDE) Manual, and applicable standard details and specifications.
- b) ADA and Public Rights-of-Way Accessibility Guidelines (PROWAG) regulations.
- c) CLIENT's Guidelines, Details, and Standards (as applicable).

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:



2.1 Topographic Survey

COMPANY will perform a right-of-way and topographic survey for a portion of five (5) pedestrian crossings and ten (10) corners within the project limits. Survey will only include existing visible features, traffic signal poles, and improvements at each crosswalk from the edge of pavement to 30 feet along each sidewalk and shall include pavement elevations within the crosswalk area to confirm cross slope accurate cross slope. Survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83(2011) and North American Vertical Datum of 1988 (NAVD88). Temporary benchmarks will be established, as necessary.

Topographic Survey Base Map

COMPANY will generate a MicroStation ORD drawing and terrain model including one foot contour intervals of the existing features collected along the roadway according to IDOT standards.

2.2 Final Engineering

A. Initial Kickoff Meeting

Two (2) people from COMPANY will attend one (1) field meeting with CLIENT to ascertain that the scope of proposed improvements is clearly defined and to confirm the project schedule.

B. Pedestrian Crossing Improvements Design and Plan Preparation.

COMPANY will perform one (1) thorough field evaluation of the proposed pedestrian crosswalk locations to be improved. The above identified field evaluation will obtain measurements, define the pedestrian improvement strategy, and review existing sidewalk ramps for compliance with current ADA standards. To minimize travel expenses, COMPANY will perform the field evaluation after the Initial Kickoff Meeting described in 2.2.A, on the same date. The proposed improvements for the pedestrian crossings will be designed and depicted on plan sheets for each area previously defined in Section 1.1. The plan sheets will include the proposed sidewalk layouts, detailed proposed ramp elevations, ADA detectable warning plate configurations, pavement patching, curb and gutter improvements, utility structure adjustments, proposed high visibility striping applications, and locations of proposed signage and solar powered flashing beacon assemblies.

Removal items, consisting of removal of existing sidewalks, combination concrete curb and gutter, and brick pavers, as applicable will be quantified in the project schedule and labeled on the plan sheets with the proposed improvements. Also included in the project plan set will be a cover sheet with a location map of the area of improvement, a summary of quantities, general notes, and miscellaneous details, as applicable.

C. Special Provisions

The COMPANY will prepare contract special provisions for the project. The document will include Supplemental, Recurring, BLR, BDE, and project specific special provisions, as necessary. The project specific special provisions will be written to cover any items not covered by the IDOT Standard Specifications for Road and Bridge Construction or the aforementioned special provisions.

D. Maintenance of Traffic

An analysis of how the proposed improvements will be constructed and the maintenance of traffic and access will be discussed with CLIENT. It is assumed that the applicable IDOT Highway Standards will be used for traffic control and protection during construction, which will be listed in the plans and specifications.

E. Engineer's Opinion of Probable Cost

Engineer's Opinion of Probable Cost (EOPC) will be developed and refined throughout the design process so that CLIENT has the latest cost estimate as the project's final construction documents are submitted for review and approval. These costs will be determined using pay items and the latest historical unit prices available for the area.

F. Bidding Assistance and Recommendation to Award

COMPANY will prepare the Notice to Bidders and Contract Proposal and provide advertisement language for CLIENT to schedule the advertisement dates through the local newspaper. COMPANY will provide plans and bidding documents in electronic (.pdf format) and respond to questions during the bidding process.

At the bid opening, CLIENT will open and read aloud the results of each contractor's bid and announce an apparent low bidder. COMPANY will be in attendance at the bid opening to assist CLIENT with clarifying bidding information and answer questions. Following the bid opening, COMPANY will examine the bid documents and perform calculation checks of each contractor to confirm the low bidder and generate bid tabulations. Subsequently, COMPANY will coordinate with the low bidder and obtain the executed Contract and Contract Bond documents from the contractor. COMPANY will combine and prepare the completed Contract documents and submit to CLIENT for execution and approval.

2.3 Permit Services

A. IDOT Permit Application Services

Dixie Highway (FAU 2843) is under the jurisdiction of IDOT and therefore will require a permit for the construction of the proposed improvements. COMPANY will prepare and submit an IDOT permit application, including the applicable plans and specifications relevant to the proposed crossing improvements at Dixie Highway. It is anticipated that two (2) application submittals will be required to obtain the permit. Additional submittals, if needed, will require an amendment to this AGREEMENT.

B. IEPA – NPDES Permit Services

The total area of disturbance is not anticipated to exceed one (1) acre; therefore, an IEPA-NPDES permit will not be required and is not included in the AGREEMENT.

2.4 Project Administration, Coordination and Meetings

Project administration and coordination will involve the management and 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 the contractor. The project coordination work will include:

1. In addition to the initial kickoff meeting noted in section 2.1.A, one progress meeting will occur with CLIENT to review the design and plans prior to final bid/construction document submittal to CLIENT. One (1) person from COMPANY will attend the progress meeting.
2. Project documentation is also critical to project success. COMPANY will prepare/distribute meeting minutes of all meetings attended, which will detail the discussions of attendees along with the action required of the attendees.
3. Routine coordination with CLIENT throughout the design process.

3.0 Deliverables and Schedules Included in this Agreement

COMPANY will prepare two (2) construction documents and EOPC submittals for CLIENT review and approval. An initial submittal of pre-final construction documents and EOPC will be provided to CLIENT for review, comments, and/or approval. COMPANY will review and update the documents based on applicable review comments received from CLIENT and then submit final construction documents to CLIENT. COMPANY will also make up two (2) submittals to IDOT to obtain permit.

The schedule for the project timeline is anticipated that the COMPANY will prepare the contract documents for a local agency approval in July 2025. IDOT permitting is expected to take 4-8 months, based on recent experience. The project bid/letting schedule will be dependent on when the IDOT permit is received.

This schedule was prepared to include reasonable allowances for review and approval times required by 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 CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

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

- A. Environmental studies/coordination of any nature
- B. Landscape Design and/or plans
- C. Retaining wall and/or structural design services
- D. Right of way survey
- E. Plat of Easement
- F. Plat of Dedication/Highways
- G. Plat of Survey/Topography
- H. Right of way and/or easement plat preparation
- I. Alignment/Tie Information (CAD files to be provided to contractor)



- J. Separate removal plans
- K. Detailed MOT plans and/or details
- L. IEPA-NPDES permit and/or Storm Water Pollution Prevention Plan
- M. Advertisement fees
- N. Construction administration/observation services
- O. Record Drawings (by Contractor)

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

5.0 Services by Others

Sub-consultant services are not anticipated to be required.

6.0 Professional Services Fee

6.1 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, (50 ILCS 505). If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

6.2 Payment

CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$24,095.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Topographic Survey				
Topographic Survey & Base Map	22	\$ 3,164.00	\$ 75.00	
2.2 Final Eng. Services				
Final Engineering (includes project QC/QA)	124	\$ 17,902.00	\$ 150.00	
2.3 Permit Services				
IDOT Permit	12	\$ 1,424.00		
2.3 Project Administrative, Coordination, & Meetings	6	\$ 1,330.00	\$ 50.00	
Subtotals:	164	\$ 23,820.00	\$ 275.00	N/A
Contract Total:			\$ 24,095.00	

(1) **Direct Costs** - Includes Postage, Mileage for Meetings/Field Visits, Bid Advertisement, & Plotting Costs. Details are available on request.



7.0 Terms and Conditions

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

7.1 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.

7.2 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. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. 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.



7.15 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.

7.16 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.

7.17 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, and agrees to defend, indemnify and hold COMPANY harmless from any claim 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 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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 defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from 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.

7.22 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.

7.23 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.

7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

7.25 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 \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



7.26 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.

This AGREEMENT is approved and accepted by 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.

T. Scott Creech, P.E.

Approved by:

Printed/Typed Name: Anthony P. Simmons, P.E.

Title: Regional Director - Transportation Date: 6/3/2025

VILLAGE OF HOMEWOOD

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



HR GREEN
Billing Rate Schedule
Effective January 1, 2025

Professional Services	Billing Rate Range
Principal	\$265.00 - \$385.00
Senior Professional	\$265.00 - \$385.00
Professional	\$180.00 - \$265.00
Junior Professional	\$110.00 - \$185.00
Senior Technician	\$145.00 - \$190.00
Technician	\$90.00 - \$155.00
Senior Field Personnel	\$170.00 - \$230.00
Field Personnel	\$105.00 - \$185.00
Junior Field Personnel	\$95.00 - \$130.00
Senior Administrative	\$130.00 - \$170.00
Administrative	\$75.00 - \$130.00
Operator/Interns	\$75.00 - \$150.00

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.90 per mile or \$85.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.