



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Village of Homewood  
Building Plan Review and Inspection Services**

**May 1, 2025, to April 30, 2026**

Mr. Robert Grabowski – Fire Chief  
Director of Homewood Fire Department  
17950 Dixie Highway  
Homewood, IL 60430  
708-206-3400  
[bgrabowski@homewoodil.gov](mailto:bgrabowski@homewoodil.gov)

Michael Puplava, CBO  
Building & Code Manager

HR Green, Inc.  
323 Alana Drive  
New Lenox, IL 600451-1766  
815-759-8356

March 26, 2025

HR Green Project No.: 2502484

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

## **1.0 Project Understanding**

### **1.1 General Understanding**

Upon contract approval and notice-to-proceed, COMPANY will provide CLIENT with COMPANY staff to perform Building Plan Review and Inspection Services. COMPANY staff will perform Building Plan Review Services remote from COMPANY office(s) and will report directly to the CLIENT as needed and determined by CLIENT.

#### **Basic Services:**

Building Plan Reviews and Building Inspections (Residential and Commercial) with COMPANY staff as needed. COMPANY staff will be ICC Certified, IDPH Certified, and State Licensed Professionals. The CLIENT will continue utilizing their in-house Permit Coordinator(s) / Administrative staff.

Building Plan submittals are to be sent to COMPANY electronically as PDFs via email as required and determined by CLIENT. COMPANY will return a final complete set of plans to the client stamped "approved" or "approved as noted" or plans may be stamped by the CLIENT as requested and determined by the CLIENT. COMPANY will provide plan review letters to CLIENT via email in Word and as PDFs for their review and use.

COMPANY staff will take direction from the CLIENT Fire Chief, Building Official or Village Staff and will adhere to the CLIENT'S scheduling, reporting, software usage, equipment standards, personnel assignments, training, and policy compliance.

COMPANY staff will be International Code Council (ICC) certified and/or State Licensed Professionals and will be experienced and knowledgeable in their specific field of service. COMPANY staff will work in compliance with the CLIENT policies and adopted building codes, ordinances, and amendments.

COMPANY will work and coordinate plan reviews and inspections with the CLIENT's software system, as needed. COMPANY will attend training on Village policies including, but not limited to software, procedures, and Village Codes, Ordinances and Amendments as needed or requested.

## **2.0 Scope of Services**

The CLIENT agrees to employ COMPANY to perform the following services:

CLIENT agrees to employ COMPANY to perform Building Plan Reviews and Inspections for building projects within the CLIENTs jurisdiction as directed by CLIENT for building projects including but not limited to, Residential, Remodeling, Additions, Multi-family, Commercial, Industrial and Mixed Use.

- A. COMPANY will utilize a multi-disciplined team member(s) assigned to CLIENT as required to perform complete technical Building Plan Reviews and Building Inspections, as requested by CLIENT, to include:
- Building
  - Structural
  - Mechanical
  - Electrical
  - Plumbing
  - Energy
  - Accessibility/ADA
  - Fire Alarm
  - Fire Sprinkler
  - Life Safety
- B. COMPANY staff will verify that construction documents (plans and specifications) and building inspections comply with adopted Building Codes, Local Municipal Codes and Ordinances and Amendments, and will review third party reports such as, but not limited to, Health Department Requirements, Soils and Geological Reports, Civil Engineering Grading Drawings and Surveys, Roof and Floor Engineered Truss Design Plans and Structural Design Plans.
- C. As directed by CLIENT, COMPANY staff will track plan review comments and inspections to verify that the applicants have addressed plan review and inspection comments to achieve Code and Ordinance compliance.
- D. COMPANY will provide a consistent roster of International Code Council (ICC) Certified Inspectors and State Licensed Professionals to perform plan reviews and building inspections as required by CLIENT. COMPANY plan reviewers and building inspectors will conduct plan reviews and inspections of all building disciplines to verify that plans and construction complies with approved plans, specifications, and all applicable codes and ordinances and amendments. As directed by CLIENT, COMPANY staff will provide on-site and off-site (via telephone and email) consultation to assist residents, business owners, developers, contractors, and design professionals as required.
- E. COMPANY staff will provide plan reviews and inspection services during the CLIENT's normal business hours or as directed by CLIENT and will include:
- Excellent customer service to the public as an extension of CLIENT staff.
  - On-site and off-site problem solving and working closely with property owners through occupancy as directed by CLIENT.
  - Proficiently communicate with permit applicants to provide clear and concise direction as determined by CLIENT.
  - Participate in reviews with fire, health, and other government agencies as required and directed by CLIENT.
  - Incorporate, track and update plan reviews and inspection reports utilizing the CLIENT's computer software system.

### **3.0 Deliverables and Schedules Included in this Agreement**

The Contract Agreement shall be for a One (1) year term beginning May 1, 2025, to April 30, 2026. The CLIENT shall have the option to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same.

COMPANY shall begin performing the services on or about May 1, 2025, after notice to proceed from CLIENT. The actual start date can be reviewed and amended to meet the needs of the CLIENT.

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.

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

The following items are not included as part of this AGREEMENT, but can be added at any time per task order or escrow account setup:

- Civil Engineering – HR Green staff
- Landscape Architect / Arborist – HR Green staff
- Surveying – HR Green staff
- External Agency Reports Analysis – HR Green staff
- Environmental – HR Green staff
- Building Code Updates – HR Green staff
- Building Permit Fees Analysis – HR Green staff
- Building Permit Processing Analysis - HR Green staff

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

### **5.0 Services by Others**

Fire Chief / Building Official – Village Staff

Permit Coordinator / Administrative Assistant – Village Staff

**Note:** COMPANY will utilize COMPANY Permit Technician/Administrative staff for remote plan review and inspection coordination, processing, and scheduling.

### **6.0 Client Responsibilities**

CLIENT is to provide COMPANY 48-hour notice for requested inspections with inspection schedule sent via email no later than 3p.m. CT for inspections required within 48 hours.

CLIENT is to provide COMPANY appointed staff with a copy of all Local Municipal Codes and Ordinances with Amendments including Historical District and Subdivision and Sign

requirements, standard permit applications, plan review and inspection forms and any other applicable forms or documents.

Project Type	Plan Review Lead Time
<b>Small Residential</b>	
Alteration / Remodel	5 business days or less
Garage / Accessory Structure	3 business days or less
Decks / Porch	3 business days or less
Expedited Review	3 business days or less
<b>Large Residential – One- and Two-Family Dwellings</b> (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)	
New Construction	5 business days or less
Addition	4 business days or less
Alteration / Remodel	4 business days or less
Expedited Review	3 business days or less
<b>Small Commercial – Up to 4,000 SF</b> (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)	
New Construction	5 business days or less
Addition	5 business days or less
Alteration / Remodel	5 business days or less
Expedited Review	3 business days or less

Project Type	Plan ReviewLead Time
<b>Large Commercial – over 4,000 SF</b> (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)	
4,001 SF – 7,500 SF	6 business days or less
7,501 SF – 10,000 SF	7 business days or less
10,001 SF – 20,000 SF	10 business days or less
20,001 SF – 40,000 SF	12 business days or less
<b>Fire Sprinkler Systems -</b> Based on the number of sprinkler heads	
1-200	3 business days or less
200-500	5 business days or less
501-700	6 business days or less
<b>Fire Alarm / Detection Systems New Systems</b>	
Up to 4,000 SF	4 business days or less
4,001 SF – 7,500 SF	5 business days or less
7,501 SF – 10,000 SF	6 business days or less
10,001 SF – 20,000 SF	7 business days or less
20,001 – 40,000 SF	10 business days or less
Over 40,000 SF	Determined by specific project size and complexity.

Project Type	Plan ReviewLead Time
<b>Fire Sprinkler and Fire Alarm System Alterations</b>	
Up to 4,000 SF	3 business days or less
4,001 SF – 7,500 SF	4 business days or less
7,501 SF – 10,000 SF	5 business days or less
10,001 SF – 20,000 SF	6 business days or less
20,001 – 40,000 SF	8 business days or less
Over 40,000 SF	Determined by specific project size and complexity.

Note: Expedited Reviews as requested by the CLIENT will be performed and completed as soon as possible at the same hourly bill rates per the Bill Rate Fee Schedule noted below.

**BILL RATE FEE SCHEDULE – 2025 - 2026 (As Applicable)**

Task	Personnel	Bill Rate
Civil / Structural Engineering Reviews	Professional Engineer I / II	\$150 - \$280 per hour
Building Plan Reviews Residential and Commercial	ICC Certified Chief Building Official / Master Code Professional / Senior Building Plan Reviewer	\$170 - \$185 per hour
Licensed Architect Reviews	State Licensed Architect	\$280 per hour
Building, Mechanical and Electrical Inspections	Senior ICC Certified Building Inspector	\$150 per hour
Plumbing Inspections	IDPH Licensed & Certified Plumbing Inspector	\$140 per hour
Permit / Administrative	Permit Coordinator / Admin. Assistant	\$135 per hour
<b>NOTE: HR Green will only bill for actual time spent</b>		



## 7.0 Professional Services Fee

### 7.1 Fees

The fee for services will be **Time and Material Not-To-Exceed \$80,000.00** based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. COMPANY will provide notice to CLIENT when approximately 80% of the Not-To-Exceed contract amount has been expended. When the Contract value is exceeded, COMPANY will bill applicable rates for services delivered and the CLIENT agrees to remit all applicable labor effort and expenses retroactive to the date when the contract value was exhausted.

Company standard hourly rates are subject to change upon 30 days' written notice. 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, monthly. Invoices shall be due and payable upon receipt. 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 Extra Services

Any service required but not included as part 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.

### 7.4 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.

### 7.5 Payment

The CLIENT agrees to pay COMPANY according to the Basic Services as selected by the CLIENT.

## 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. 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.

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. 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.

8.14 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.

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 – N/A

8.17 Failure to Abide by Design Documents or To Obtain Guidance – N/A

8.18 Opinion of Probable Construction Cost – N/A

8.19 Design Information in Electronic Form – N/A

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 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.

8.22 Job Site Visits and Safety – N/A

8.23 Hazardous Materials – N/A

8.24 Certificate of Merit – N/A

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.

8.25 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.

8.26 Drywells, Underdrains and Other Infiltration Devices – N/A

8.27 Environmental Audits/Site Assessments – N/A

8.28 Construction Observation Without Design – N/A

8.29 Construction Observation – N/A

8.30 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.31 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 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.

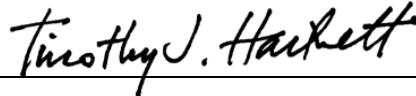
Sincerely,

**HR GREEN, INC.**



Michael Puplava, CBO  
Building & Code Manager

Approved by:



Printed/Typed Name:

Timothy J. Hartnett

Title:

President - Municipal Services /  
Principal

Date: 3-26-2025

**VILLAGE OF HOMEWOOD**

Accepted by:

Printed/Typed Name:

Title:

Date: