



PROFESSIONAL SERVICES AGREEMENT

For

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

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HR Green Project No.: 211590

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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 may be picked up by COMPANY staff, mailed using COMPANY UPS account or sent 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 CLIENTs 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.

- F. COMPANY will provide additional on-call staff (Plan Reviewers and Building Inspectors) as needed.

3.0 Deliverables and Schedules Included in this Agreement

The Contract Agreement shall be for a One (1) year term beginning January 1, 2022, to December 31, 2022. 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 January 10, 2020, 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 Code Staff Training / Seminars – HR Green staff
- Building Code Facility Assessments – 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 and scheduling.

6.0 Client Responsibilities

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	Cost
Small Residential		
Alteration / Remodel	5 business days or less	\$238.00
Garage / Accessory Structure	3 business days or less	\$238.00
Decks / Porch	3 business days or less	\$238.00
Expedited Review	3 business days or less	\$238.00
Large Residential – One- and Two-Family Dwellings (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)		
New Construction	5 business days or less	\$476.00
Addition	4 business days or less	\$476.00
Alteration / Remodel	4 business days or less	\$476.00
Expedited Review	3 business days or less	\$476.00
Small Commercial – Up to 4,000 SF (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)		
New Construction	5 business days or less	\$800.00
Addition	5 business days or less	\$800.00
Alteration / Remodel	5 business days or less	\$800.00

Expedited Review	3 business days or less	\$800.00
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Project Type	Plan Review Lead Time	Cost
Large Commercial – over 4,000 SF (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)		
4,001 SF – 7,500 SF	6 business days or less	\$1,050.00
7,501 SF – 10,000 SF	7 business days or less	\$1200.00
10,001 SF – 20,000 SF	10 business days or less	\$2400.00
20,001 SF – 40,000 SF	12 business days or less	\$3600.00
Over 40,000 SF	Fee determined by specific project. An escrow account may be established to be paid by the developer.	
Expedited Reviews	Will be performed at 50% of the listed review days noted above.	
Fire Sprinkler Systems - Based on the number of sprinkler head		
1 -200	3 business days or less	\$475.00
200-500	5 business days or less	\$952.00
501-700	6 business days or less	\$1,428.00
Expedited Reviews	At no additional cost	
Fire Alarm / Detection Systems New Systems		

Up to 4,000 SF	4 business days or less	\$238.00
4,001 SF – 7,500 SF	5 business days or less	\$357.00
7,501 SF – 10,000 SF	6 business days or less	\$476.00
10,001 SF – 20,000 SF	7 business days or less	\$595.00
20,001 – 40,000 SF	10 business days or less	\$714.00
Over 40,000 SF	Fee determined by specific project and complexity minimum \$714.00	
Expedited Reviews	At no additional cost	

Project Type	Plan Review Lead Time	Cost
System Alterations		
Up to 4,000 SF	3 business days or less	\$180.00
4,001 SF – 7,500 SF	4 business days or less	\$238.00
7,501 SF – 10,000 SF	5 business days or less	\$357.00
10,001 SF – 20,000 SF	6 business days or less	\$476.00
20,001 – 40,000 SF	8 business days or less	\$595.00
Over 40,000 SF	Fee determined by specific project and complexity minimum \$595.00	
Expedited Reviews	At no additional cost	

Note: All additional reviews will be at 50% of the initial review fee.

BILL RATE FEE SCHEDULE – 2022 (As Applicable)

Task	Personnel	Bill Rate
Civil / Structural Engineering Reviews	Professional Engineer I / II	\$144 - \$260 per hour
Building Plan Reviews Residential and Commercial	ICC Certified Chief Building Official / Master Code Professional / Senior Building Plan Reviewer	\$121 - \$148 per hour
Licensed Architect Reviews	State Licensed Architect	\$245 per hour
Building, Mechanical and Electrical Inspections	Senior ICC Certified Building Inspector	\$119 per hour
Plumbing Inspections	IDPH Licensed & Certified Plumbing Inspector	\$100 per hour
Permit / Administrative	Permit Coordinator / Admin. Assistant	\$90 per hour
NOTE: HR Green will only bill for actual time spent		

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. These 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, constitutes the entire understanding between CLIENT and COMPANY relating to professional building inspection and plan review 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 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.

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 days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions regarding 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 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 or the CLIENT 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's 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 enforcing this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party in the litigation. 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 to the prevailing party.

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance - Omitted

8.18 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 Services.

8.19 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; 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.

8.20 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.

8.21 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.

8.22 Certificate of Merit – Omitted

8.23 Limitation of Liability - Omitted

8.24 Mutual Indemnification

The COMPANY and the CLIENT mutually agree, to the fullest extent permitted by law, to defend, indemnify and hold each other harmless against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts and omissions in the performance of their services under this Agreement to the extent that each party is responsible for such damages, liabilities and costs.

8.25 Construction Observation without Design

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied

upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify, and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses, or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors, or omissions in the performance of their professional services.

8.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

8.27 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,

Approved by: *Timothy J. Hartnett*
Printed/Typed Name: Timothy J. Hartnett
Title: Vice President/Practice Leader Date: 1-20-2022
Governmental Services

Village of Homewood

Accepted by: _____
Printed/Typed Name: _____
Title: _____ Date: _____

