PROFESSIONAL SERVICES AGREEMENT

For

Village of Tinley Park
Building Plan Review and Inspection Services

Mr. David J. Niemeyer
Village Manager
c/o Steve Tilton
Assistant Village Manager
16250 S. Oak Park Ave.
Tinley Park, IL. 60477
708-444-5040

Frank Urbina, NCARB, AIA
Licensed Architect / Chief Building Official
HR Green, Inc.
420 N. Front Street
McHenry, IL. 60050

HR Green Project No.: 86160122

March 11, 2016
Updated: April 6, 2016
TABLE OF CONTENTS

1.0 PROJECT UNDERSTANDING
2.0 SCOPE OF SERVICES
3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0 ITEMS NOT INCLUDED IN AGREEMENTSUPPLEMENTAL SERVICES
5.0 SERVICES BY OTHERS
6.0 CLIENT RESPONSIBILITIES
7.0 PROFESSIONAL SERVICES FEE
8.0 TERMS AND CONDITIONS
THIS AGREEMENT is between the Village of Tinley Park (hereafter “CLIENT”) and HR GREEN, INC. (hereafter “COMPANY”).

1.0 Project Understanding

1.1 General Understanding

The CLIENT is requesting the COMPANY to provide Building Inspector Services and Plan Review Services associated with residential and commercial building and construction within the community on a time and material basis.

Project Manager / Chief Building Official and Licensed Architect, Frank Urbina, will meet with the Village Staff to identify current and upcoming Inspection and Plan Review needs on a weekly or bi-weekly basis as determined by the Village.

HR Green will provide (1) ICC Certified Master Code Professional / Certified Building Official or (1) ICC Certified Residential and Commercial Experienced Building Inspector as needed by the Village.

HR Green’s Permit Coordinator / Administrative Assistant, Tina Williams, will assist applicants and Village Staff on an as-needed basis with scheduling Inspections and Plan Review submittal requirements. She will also assist with Plan Review letters and correspondence as needed to establish a cohesive workflow process to minimize delays.

2.0 Scope of Services

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

A. HR Green will leverage multi-faceted staff as required to perform complete technical Building Inspections and Building Plan Reviews on Commercial and Residential projects to include:

- Civil
- Structural
- Architectural
- Mechanical
- Electrical
- Plumbing
- Energy
- Accessibility
- Means of Egress
- Use and Occupancy
- Building Height and Areas
- Construction Type
- Fire Protection
- Landscape Architecture
B. HR Green will verify that drawings and specifications / Construction Documents and Building Inspections comply with adopted Building Codes, Local Municipal Codes and Ordinances, and all 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 Calculations and Structural Design Plans and Calculations.

C. HR Green will track review comments to verify that the applicant and the design team has addressed each comment in order to achieve Code and Ordinance compliance. Once plan reviews are completed and approved, they will be stamped "APPROVED" and will be stamped with the applicable codes and signed and forwarded with a transmittal form directly to the Village. Our Plan Review approval process may be customized to meet the requirements set forth by the Village. All Plan Reviews are to be done at the HR Green, McHenry, Illinois office. Plans may be mailed to HR Green weekly or bi-weekly or as required and determined by the Village.

D. HR Green will complete standard and expedited plan review turn-around times efficiently as outlined according to the type of project (See attachment: Exhibit A). HR Green will return a final complete set of plans and documentation to the village "approved" or "approved as noted" as requested by the Village. HR Green will retain one final copy for record.

3.0 Items not included in Agreement/Supplemental Services

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

- Surveying
- Soil Testing
- External Agency Reports

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

4.0 Services by Others

N/A

5.0 Client Responsibilities

The Village is to provide HR Green with a copy of all Local Municipal Codes and Ordinances with Amendments including Historical District and Subdivision and Sign requirements. The Village is also to provide HR Green with their standard permit, inspection and plan review forms and any other applicable Plan Review forms or checklists documents. HR Green will provide applicable forms and/or assist the Village in producing specific forms as requested by the Village.
6.0 Professional Services Fee

6.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. (See Section 7.5 for Company Standard hourly rates).

6.2 Invoices

Invoices for COMPANY’s services shall be submitted, on a monthly basis. 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”.

6.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

6.4 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.

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

**Time and Material**

COMPANY’S standard hourly rates as follows:

<table>
<thead>
<tr>
<th>BILL RATE FEE SCHEDULE - 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task</td>
</tr>
<tr>
<td>Civil / Structural Engineering Reviews</td>
</tr>
<tr>
<td>Building Plan Reviews Residential and Commercial</td>
</tr>
<tr>
<td>Landscaping Reviews</td>
</tr>
<tr>
<td>Building Inspections</td>
</tr>
<tr>
<td>Mechanical Inspections</td>
</tr>
<tr>
<td>Electrical Inspections</td>
</tr>
<tr>
<td>Plumbing Inspections</td>
</tr>
<tr>
<td>Permit / Administrative</td>
</tr>
</tbody>
</table>
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, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. 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 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.

7.6 Insurance

COMPANY will maintain insurance with a carrier and in the amounts acceptable to the CLIENT 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 within seven days of notification. 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 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, subconsultants, 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 laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

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 COMPANY 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.

7.17 Failure to Abide by Design Documents or To Obtain Guidance: Section Omitted

7.18 Design Information in Electronic Form: Section Omitted

7.19 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 contract unless indicated in the Scope of Services.

7.20 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.

7.21 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY’S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety.
7.22 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 engineering services. The compensation to be paid COMPANY for said professional engineering 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, alkalies, 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.

7.23 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.

7.24 Limitation of Liability – Omitted

7.25 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.

Frank Urbina, NCARB, A.I.A.
Chief Building Official / Licensed Architect

Approved by: Timothy J. Hartnett
Printed/Typed Name: Timothy J. Hartnett
Title: Vice President/Practice Leader
Date: 04/06/16

Village of
CLIENT NAME

Accepted by: David G. Seaman
Printed/Typed Name: David G. Seaman
Title: Mayor
Date: April 19, 2016