PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between Farnsworth Group, Inc. (hereinafter "Contractor") having its principal place of business at Chicago, IL and the Village of Tinley Park, an Illinois home-rule municipal corporation (hereinafter the "Village"; collectively the "Parties"), for the following project:

Farnsworth Group, Inc.
(Scope of Work set out in Exhibit A)

FOR AND IN CONSIDERATION of their mutual promises, covenants, undertakings and agreements, the parties agree as follows:

I. Services

A. Contractor agrees to provide, as an independent contractor, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village (hereinafter the "Services"). Said Services shall be conducted in accordance with the nationally recognized standards in the industry, the expectations of the Village, and the laws and regulations of the State of Illinois and the Village of Tinley Park. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

B. The Services shall be provided by employees of Contractor, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.

C. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and
shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Contractor will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS.

Farnsworth Group, Inc. agrees to indemnify and hold harmless the Village of Tinley Park, and their respective officials, Village President and Board of Trustees, employees, agents, representatives and successors from and against liability for all claims, losses, damages and expenses, including reasonable attorney’s fees, to the extent such claims, losses damages, or expenses are caused or alleged to have been caused by Farnsworth Group’s negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Village and Farnsworth Group, Inc., they shall be borne by each party in proportion to its negligence. This includes any claims or amounts arising or recovered under the Workers Compensation Act or any other law, ordinance, order or decree.

IV. INSURANCE

During the term of this Agreement, Contractor shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Contractor shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

Contractor represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.
VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Farnsworth Group, Inc.
18311 N. Creek Drive, Suite F
Tinley Park, IL 60477

OR TO:

Village of Tinley Park
Village Manager
16250 South Oak Park Avenue
Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.
X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERM

The effective date of this Agreement is the date the Village executes the agreement by signing below. The Village may terminate this Agreement at any time and for any reason, upon providing twenty-four hours written notice to Contractor. The Agreement shall remain in effect for 12 months from the effective date and shall be automatically renewed for a like term, subject to the right of the Village to cancel this Agreement upon twenty-four hours written notice to Contractor.

IN WITNESS WHEREOF, the Village of Tinley Park and Farnsworth Group, Inc. have executed this agreement.

VILLAGE OF TINLEY PARK
By: [Signature]
Village Manager
DATE: 10-6-17

Farnsworth Group, Inc.
By: [Signature]
Chief Executive Officer
DATE: 10/19/2017
CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print)

Principal

Title

Submitted by (signature)

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)

Principal

Title

Submitted by (signature)

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print)

Principal

Title

Submitted by (signature)
Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Daniel P. Gavin
Name of Contractor (please print)

Principal
Title

Submitted by (signature)
EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park starting August 15, 2017 per the issued Landscape Architect RFQ.
EXHIBIT B

Fee Schedule

(insert schedule of hourly rates)
## Schedule of Charges - January 1, 2017

<table>
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<tr>
<th>Staff</th>
<th>Per Hour</th>
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<tbody>
<tr>
<td>Senior Project Manager</td>
<td>$165.00</td>
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<tr>
<td>Project Manager</td>
<td>$130.00</td>
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<tr>
<td>Project Designer</td>
<td>$110.00</td>
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<tr>
<td>CAD Technician</td>
<td>$ 75.00</td>
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</table>

*Charges effective until January 1, 2018 unless notified*
EXHIBIT C

Required Insurance
Exhibit C

Farnsworth Group, Inc. agrees to comply with all Insurance Requirements as required per Section IV of this Professional Services Agreement. Please see Exhibit “D”.
EXHIBIT D

Insurance Certificates
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 09/06/2017

**Producer:** Cottingham & Butler  
Robert Heath  
800 Main St.  
Dubuque IA 52001

**Contact:**  
**Name:**  
**Phone:** 563-587-5000  
**Fax:** 563-583-7339

**Insured:** Farnsworth Group, Inc.  
2709 McGraw Drive  
Bloomington IL 61704

**Insurer(s) Affording Coverage:**  
**Insuer A:** Hartford Fire Insurance Company  
19682  
**Insuer B:** Travelers Property Casualty Company of America  
25674  
**Insuer C:** Twin City Fire Insurance Co.  
29459

**Certificate Number:** 913173504

**Revision Number:**

---

**Coverages**

**TYPE OF INSURANCE**  
**ADD ON**  
**SURTAX**  
**INSURED**  
**ADDED**  
**SUBR**  
**WYO**  
**POLICY NUMBER**  
**POLICY EFP (MM/DD/YYYY)**  
**POLICY EXP (MM/DD/YYYY)**  
**LIMITS**  
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**A Commercial General Liability**  
**CLAIMS-MADE**  
**OCCUR**  
**POLICY**  
**PROJECT**  
**LOC**  
**83 UEN OB 8121**  
4/1/2017  
4/1/2018  
- EACH OCCURRENCE: $1,000,000  
- DAMAGE TO RENTED PROPERTY (EA occurrence): $300,000  
- MED EXP (Any one person): $10,000  
- PERSONAL & ADJ INJURY: $1,000,000  
- GENERAL AGGREGATE: $2,000,000  
- PRODUCTS - COMPOSAGG: $2,000,000

**A Automobile Liability**  
**OWNED**  
**AUTOS ONLY**  
**SCHEDULED AUTOS**  
**NON-OWNED AUTOS ONLY**  
**83UENOB8122**  
4/1/2017  
4/1/2018  
- COMBINED SINGLE LIMIT (EA accident): $1,000,000  
- BODILY INJURY (Per person): $0  
- BODILY INJURY (Per accident): $0  
- PROPERTY DAMAGE (Per accident): $0

**B Umbrella Liability**  
**EXCESS LIAB**  
**CLAIMS-MADE**  
**2UP-61M71617-17-NF**  
1/1/2017  
4/1/2018  
- EACH OCCURRENCE: $6,000,000  
- AGGREGATE: $6,000,000

---

**C Workers Compensation and Employers Liability**  
**Y/N**  
**N/A**  
**ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?**  
(Mandatory in NH)  
If yes, describe under DESCRIPTION OF OPERATIONS below  
**83WEOB8120**  
4/1/2017  
4/1/2018  
- E.L. EACH ACCIDENT: $1,000,000  
- E.L. DISEASE - EA EMPLOYEE: $1,000,000  
- E.L. DISEASE - POLICY LIMIT: $1,000,000

**Description of Operations / Locations / Vehicles** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys are additional insured on the general liability and auto liability policies subject to all terms and conditions of the policy forms.

---

**Certificate Holder**  
Village of Tinley Park  
15250 South Oak Park Avenue  
Tinley Park IL 60477

**Cancellation**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Authorized Representative**

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ACORD 25 (2016/03)  
The ACORD name and logo are registered marks of ACORD.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONCEALS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGLIGENTLY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Holmes Murphy and Associates
311 S.W. Water Street
Peoria, IL 61602-4108

CONTACT: Linda Bomarito / Audrey McNeill
PHONE: 1-800-527-9049
PHONE (AX, No Ext): 309-683-1065
FAX: 888-898-6604
E-MAIL: AmcNeill@holmesmurphy.com

INSURED: Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, IL 61704

INSURER(S) AFFORDING COVERAGE: NAIC #
INSURER A: XL SPECIALTY INS CO 37885

COVERAGES: CERTIFICATE NUMBER: 50727001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<td>IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS below</td>
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<td>06/15/17</td>
<td>06/15/18</td>
<td>Each Claim</td>
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<td>Aggregate</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477
USA

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: M. K. M.

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