



**Simple Scope Short Form Agreement**

Project: Village of Homer Glen  
Erin Hills Park

Project No: 86150120  
Phase No: As-Built  
Date: March 19, 2015

Client: Village of Homer Glen  
Contact: Mr. Michael Salamowicz  
Title: Development Services Director  
Address: 14933 South Founders Crossing  
City/State/Zip: Homer Glen, IL 60491  
Phone/Fax No. 708.301.0632/708.301.8407

The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

- Field survey site and create as-built drawings for Erin Hills Park.

The CLIENT agrees to pay COMPANY for the above scope of services:  
12 hours @ \$115.00/hour

Time & Material, Not to Exceed in the amount of \$1,380.00.

Reimbursable Expenses Included

Copy To:

- Accounting
- Akram Chaudhry

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.

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. 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 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.

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 will be provided to the CLIENT.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

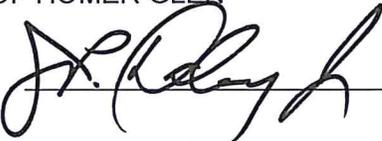
The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT 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 COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$ 10,000. 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.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt.

This agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the agreement. Work will not begin until COMPANY receives a signed agreement. The effective date of the agreement shall be the last date entered below.

VILLAGE OF HOMER GLEN

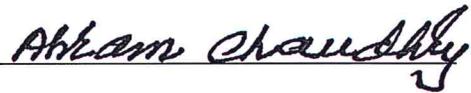
Accepted by: 

Printed/  
Typed Name: James P. Daley Jr.

Title: Mayor, Village of Homer Glen

Date: 3/27/15

HR GREEN, INC.

Project Manager: 

Printed/  
Typed Name: Akram Chaudhry, PE

Date: March 19, 2015

# AGENDA SUPPLEMENT SHEET

**Action Item Number:** K.8

**Village Board Meeting Date:** March 25, 2015

**Committee Meeting Date:** None. Direct to Board.

**Item Title:** Consider for Approval the Bid Proposal from HR Green for the Preparation of As-Built Plans for the Village of Homer Glen's Erin Hills Park.

**Motion For Consideration:** Is there a motion to recommend approval of the proposal from H.R. Green, for the Preparation of As-Built Plans, for the Village of Homer Glen's Erin Hills Park, for a not to exceed amount of \$1,380.00?

**Committee Recommendation:** The item is being brought forward with approval from the Parks Recreation Committee Chairperson, Trustee Marcia DeVivo.

**Staff Contact:** Development Services Director Salamowicz.

**Staff Recommendation:** Development Services Director Salamowicz recommends approval of the proposal from H.R. Green for the Preparation of As-Built Plans for Erin Hills Park, for a not to exceed amount of \$1,380.00.

**Background Information:** As a follow-up to the Village's closeout request of the OSLAD grant for the Erin Hills Park, the Illinois Department of Natural Resources has requested as-built plans. In response, staff requested a proposal from HR Green to prepare the As-Built plans. The as-built plans will include field verification of the grant approved facilities as well as the grades/elevations in the park. HR Green has provided the attached proposal for the preparation of as-built plans, for the Erin Hills Park, for a not to exceed amount of \$1,830.00.

**Budget Implications:** The proposal from H.R. Green for the preparation of As-Built Plans for the Erin Hills Park is for a not to exceed amount of \$1,380.00, which will be paid from the Park and Recreation fund (50-00-85-660).

**Votes Required To Pass:** Simple Majority.

**(Village Board Action Taken)**

	Costa	DeVivo	Kagianas	Sabo	Sweas	Yukich	Daley
Motion							
Second							
Aye							
Nay							