



## Simple Scope Short Form Agreement

Project: Hillside/Harden Traffic Counts

Project No: 86150197.01

Phase No(s): 40

Date: 08/12/15

Client: Village of Antioch  
Contact: Mr. Jim Keim, P.E.  
Title: Village Administrator  
Address: 874 Main Street  
City/State/Zip: Antioch, IL 60002  
Phone/Fax No. 847-395-1000 / 847-395-9482

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

Perform mechanical traffic counts at three locations:

- Hillside Ave, south of Bayshore Dr.
- Hillside Ave, north of Harden St.
- Harden St, west of IL Rte 173

ADT and peak hour volumes will be determined. Counts will be completed after school starts.  
IDOT's traffic data will be utilized for the intersection of IL Rte 173 at IL Rte 59.

**The CLIENT agrees to pay COMPANY for the above scope of services:**

Time & Material, Not-to-Exceed in the amount of \$1,088.00

- ☒ Reimbursable Expenses Included  
☐ Subconsultant Services Included  
☐ Prepayment Required for Work to Commence

Copy To:

- ☒ Accounting  
☒ Mr. Tim Hartnett, HR Green, Inc.  
☐

HRGreen.com

Phone 815.385.1778 Fax 815.385.1781 Toll Free 800.728.7805  
420 North Front Street, Suite 100, McHenry, Illinois 60050



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.

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.

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.

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.

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.

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 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. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

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.

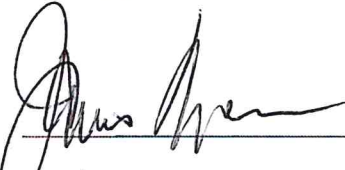
The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any 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. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

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.

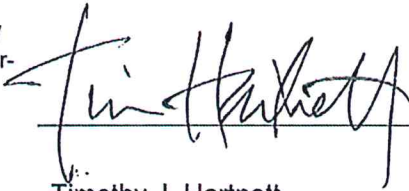
VILLAGE OF ANTIOCH

Accepted by:   
Printed/  
Typed Name: JAMES KELL  
Title: ADMINISTRATOR  
Date: 8/13/15

HR GREEN, INC.

Vice President/  
Practice Leader-  
Governmental  
Services:

Printed/  
Typed Name:

  
Timothy J. Hartnett

Date:

August 12, 2015





**HR GREEN, INC.**  
**Billing Rate Schedule**  
**Effective January 1, 2015**

| <b>Professional Services</b> | <b>Billing Rate Range</b> |
|------------------------------|---------------------------|
| Principal                    | \$185 - \$260             |
| Senior Professional          | \$150 - \$210             |
| Professional                 | \$110 - \$170             |
| Junior Professional          | \$80 - \$125              |
| Senior Technician            | \$80 - \$120              |
| Technician                   | \$50 - \$ 95              |
| Senior Field Personnel       | \$100 - \$160             |
| Field Personnel              | \$70 - \$115              |
| Junior Field Personnel       | \$50 - \$ 90              |
| Administrative Coordinator   | \$35 - \$110              |
| Administrative               | \$40 - \$ 90              |
| Corporate Admin              | \$55 - \$100              |
| Reimbursable Expenses        |                           |

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be reimbursed on the basis of \$0.85 per mile or \$65.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.