

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 14<sup>th</sup> day of November, 2014, by and between the Village of Orland Park ("Client") and HBK Engineering, LLC., 921 West Van Buren, Suite 100, Chicago, IL 60607 ("Engineer")

### Recitals

Client proposes to engage Engineer to:

- [1] perform engineering consulting services in connection with
- [2] the planning of Village Wide Fiber Optic Infrastructure (together hereinafter referred to as the "Project")
- [3] for The Village of Orland Park ("Owner");

Engineer shall perform the services as requested by the Client and as agreed hereunder.

### Agreement

Now Therefore: in consideration of the mutual promises and covenants set forth below, the sufficiency of which are hereby acknowledged, Client and Engineer, agree to the following.

1. Recitals.  
Recitals are incorporated into this Agreement as a material part hereof.
2. Entire Agreement.  
This signature page, together with *Part I – Scope of Services (Attached)*, *Part II – Project Description/Project Limits/Payment for Services (Attached)*, *the Engineering Services Agreement by and between HBK Engineering, LLC & The Village of Orland Park.*, and *Exhibit A (Attached)*, comprise the entire Agreement between Client and Engineer relating to the Project.

In witness whereof the parties hereto have made and executed this Agreement:

Client: Village of Orland Park

Engineer: HBK Engineering, LLC

By: \_\_\_\_\_

By: Joseph Kozel

Title: \_\_\_\_\_

Title: Project Manager

Date: \_\_\_\_\_

Date: November 14, 2014

## **Part I: SCOPE OF SERVICE**

Engineer shall perform Services as hereinafter stated.

### **1. MEETINGS & COORDINATION**

Consultation and meetings with the Client/Owner to discuss specific plans and requirements and overall project planning phase status.

### **2. RECORDS ACQUISITION AND REVIEW**

Obtain and review existing system atlases and record documents to obtain a cursory understanding of the conditions of the existing facilities within the project area. Records may pertain to existing civil infrastructure (Conduit / manholes / handholes / overhead attachments) as relates to planned use within the VOP Infrastructure Program or as relates to utility infrastructure that needs to be accounted for during the installation of new facilities. Records may also pertain to drawings of planned connection sites such as the Main Pumping Station and Water Tower sites. Records will also pertain to existing communications infrastructure within the VOP such as NetPop diagrams, fiber splice trees and diagrams, fiber allocation tables and termination panel diagrams.

Records may include hardcopy drawings, cad files, pdfs and image files and GIS shapefiles.

*The Engineer will conduct the research that in its professional opinion is necessary to develop a plan for the budgeting and phasing of the VOP Village Wide Fiber Infrastructure Program. Such services will be performed in a manner consistent with the ordinary standard of professional care. The Client must recognize, however, that such research may not identify all facilities and that the information upon which the Engineer reasonably relies may contain errors or may be incomplete. Review all collected records for duplicate information, credibility of duplicate information, and need for clarification by infrastructure owners.*

### **3. NEW CONSTRUCTION ROUTE PLANNING**

Develop route options for new conduit installation where necessary and propose recommended routes based on shortest path in VOP right of way from the designated origination point to the designated demarcations. The route recommendations will include high level drawings including basic positions of existing VOP plant relating to the planned communications system, and proposed underground conduit locations. The final route recommendation will be provided in plan form in GIS and hardcopy at owner's request.

### **4. FIBER OPTIC SPLICE DIAGRAM DESIGN**

Utilizing existing fiber splice diagrams, fiber allocation tables and fiber termination panel documentation, Engineer will develop a preliminary fiber splice tree and diagram for proposed system and site connections based on VOP's requirements and planned system specifications.

### **5. GIS MAP AND PLAN DEVELOPMENT**

Consultant shall provide a map of proposed routes and fiber tree in a GIS shapefile.

### **6. PROJECT PHASE PLAN (1YR/5YR/10YR)**

Engineer will provide an itemized list with quantities for new conduit construction segments, new fiber installation segments and proposed splices for the purpose of sequencing and developing a phased construction plan over time based on cost thresholds at intervals determined by the VOP Department of Public Works.

**7. PROJECT STUDY REPORT**

Engineer's proposed network plan, including routes and fiber diagrams will be compiled with the proposed Project Phase Plan into a Project Study Report to accompany the GIS map deliverable.

**End Part I**

## **Part II – PROJECT DESCRIPTION/PROJECT LIMITS/PAYMENT FOR SERVICES**

### **Project Description**

Perform engineering consulting services in connection with the planning of Village Wide Fiber Optic Infrastructure for the Village of Orland Park, Orland Park, IL

### **Project Limits**

The Project Limits are the municipal limits of the Village of Orland Park, IL

### **Payment for Services**

The Engineer will perform the services, enumerated in Part 1 – Scope of Services, at standard hourly rates for the estimated fee of \$ 9,890.00.

See the following project pricing sheet for a detailed breakdown of estimated hours and rates.

Progress billings will be made monthly. Client agrees to pay each billing within 60 days of receipt. If Engineer does not receive any payment within 60 days of the invoice date, Engineer may, at Engineer's sole option, cease all Project work until Engineer receives payment in full for all unpaid balances due.

In the event Client or Owner requests Engineer perform additional services not included in the Scope of Services and/or the estimate contained in this agreement, unless otherwise agreed in writing, by and between Engineer and Client, such services shall be performed at the Standard Hourly Rates with authorization limits to be set at the time such services are requested.

### **Standard Hourly Rates -- Effective January 1, 2014**

Principal .....	\$160.00
Program Manager .....	\$140.00
Structural Engineer.....	\$140.00
Senior Engineer.....	\$125.00
Associate 3 .....	\$105.00
Associate 2 .....	\$100.00
Associate 1 .....	\$95.00
Senior Project Manager.....	\$125.00
Project Manager .....	\$110.00
Project Coordinator .....	\$95.00
Permitting Coordinator.....	\$95.00
Analyst .....	\$95.00
Designer 3 (Sr. Project Designer) .....	\$100.00
Designer 2 (Project Designer).....	\$95.00
Designer 1 (Designer) .....	\$85.00
Designer .....	\$80.00
Professional Land Surveyor .....	\$125.00
Field Lead .....	\$100.00
Field Technician.....	\$70.00
Construction Specialist.....	\$125.00
Administrative.....	\$60.00

End of Part II

### **Part III: GENERAL TERMS AND CONDITIONS**

**Insurance:** The Engineer will maintain in force during the period that services are performed Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the State of Illinois, Commercial General Liability Insurance and Automobile Liability Insurance and Professional Liability Insurance and shall furnish Client with Certificates for same. Where applicable the policies shall name the Client and Owner additional insured.

**Permits:** The Client will furnish approvals and permits from all governmental agencies or authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. The Engineer will furnish to Client such documents and design data as may be required for, and will assist in the application of the applicable permits. It is mutually understood that the Client or his/her agent will pay the cost of all fees, permits, permit review fees, bonding and insurance premiums, title company charges, blueprints and reproductions, and all other charges associated with the proposed construction and permit applications for the project, not specifically covered by the terms of this Agreement, and that these additional fees are not included in the Engineer's fees for professional services.

**Standard of Care:** Services provided by the Engineer 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 under similar circumstances. Upon written notice to the Engineer within one (1) year following such time the services were rendered, and by mutual agreement between the parties, the Engineer will correct those services within the original scope of services not meeting such a standard, without additional compensation.

**Indemnification:** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions arising from the project that is the subject of this Agreement.

The Engineer is not obligated to indemnify the Client in any manner whatsoever for either Client's or Owner's own negligence.

**Information Provided by Others:** The Client shall assist Engineer by placing at his disposal all available information pertinent to the basic service being provided by Engineer. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information provided by others. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided the by Client or obtained from others, which the Engineer will rely upon while providing the scope of services contained in this Agreement.

**Jobsite Safety:** The Engineer will not be responsible, nor assume any liability, for negligent acts or errors or omissions of Client, Owner, any contractor, any sub-contractor, or any of the Client's, Owner's, contractor's or sub-contractors' agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise performing any of the work of the Project.

Neither the professional activities of the Engineer, nor the presence of the Engineer or his or her employees and, if any, subconsultants at the construction site, shall relieve Client, Owner or any contractor of his or her 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. The Engineer and his or her 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 programs or procedures. The Client agrees that such contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the contractor. The Client also agrees that the Client, the Engineer and the Engineer's subconsultants, if any, shall be indemnified by such contractor and shall be made an additional insured under the contractor's policies of general liability insurance.

**Additional Services:** The Client agrees to pay Engineer as compensation for all authorized extra or additional services not specifically covered in the above Scope of Services. Services resulting from significant changes in general scope of the project or its design, including but not limited to, changes in size, complexity, Client's schedule, or character of construction; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond Engineer's control, shall be considered permitted, additional work. In the event additional services are requested for the successful completion of the project that are not included in the Scope of Services and/or itemized estimates contained in Exhibit A, unless otherwise agreed in writing, by and between Engineer and Client, such services shall be performed at our Standard Hourly Rates with authorization limits to be set in writing at the time such services are requested.

Services involved in the design of improvements lying outside of the Project Limits are specifically *excluded* from the Scope of Services. Engineer shall perform such additional services only upon written request and agreement. Absent agreement otherwise, such services then shall be performed at the Standard Hourly Rates set forth in this agreement.

**Limitation of Liability:** The Client agrees to limit the Engineer's liability for Engineer's negligent acts, errors or omissions, and due to the Client, to the Owner, and to all construction contractors and sub-contractors on the Project, such that the total aggregate liability of the Engineer to all those named shall not exceed Twenty-five Thousand Dollars (\$25,000.00).

**Ownership of Data and Documents:** The Client acknowledges the Engineer's data and construction documents as Engineer's data and instruments of professional service. Nevertheless, the Project Plans and Specifications prepared under this Agreement shall become the property of the Client upon completion of the work and payment in full of all money due to the Engineer. The Client shall not reuse or make any modifications to the Project Plans and Specifications without the prior written authorization of the Engineer. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the Owner or Client or any person or entity that acquires or obtains the plans and specifications from or through the Client without the written authorization of the Engineer.

Termination: The Client or Engineer may, with or without cause, terminate the Agreement at any time upon thirty (30) working day's written notice to the other party. In the event all or any portion of the work prepared or partially prepared by the Engineer be suspended, canceled or abandoned, the Client shall pay the Engineer for the work completed to date together with any expenses resulting from such termination. The Engineer shall forward specifications, drawings and documents relating to the services provided in this Agreement to the Client. If the Engineer for any reason does not complete all of the services contemplated by this Agreement, the Engineer cannot be responsible for the accuracy, completeness or workability of the contract documents prepared by the Engineer if used, changed or completed by the Owner, Client or by another party. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by the Engineer.

Solicitation of Employment: Neither party shall, during the term of this Agreement or for a period of one hundred eighty (180) days thereafter, directly or indirectly for itself or on behalf of, or in conjunction with, any other person, partnership, corporation, business or organization, solicit, hire, contract with or engage the employment of an employee or any other with whom that party or its personnel have had contact during the course of providing the Services under this Agreement, unless that party has obtained the written consent of the other to such hiring and that party pays to the other a fee to be mutually agreed upon.

Force Majeure: Any delays in or failure of performance by the Engineer shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of the Engineer, including but not limited to: Acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion or sabotage or damage resulting there from; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; or any other causes, whether similar or dissimilar, which are beyond the reasonable control of the Engineer.

Interpretation: The parties acknowledge and agree the terms and conditions of this Agreement, including but not limited to those relating to allocation of, releases from, exclusions against and limitation of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statement made by any other party or its counsel. No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision. In the event that any portion or all of this agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to amend the commercial and other terms of the Agreement in order to effect the intent of the parties as set forth in this Agreement. The parties agree to look solely to each other with respect to performance of this Agreement. This Agreement shall be governed the laws of the State of Illinois, exclusive of any provisions thereof which reference the laws of other states or jurisdictions, The provisions of this agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitation of or released from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

Headings and Captions: Section headings and captions in Parts I, II and III are descriptive only, intended solely for the convenience of the parties and not an aid in the interpretation of this Agreement.

Entire Agreement: This Agreement and the attached Exhibits constitute the complete basis for the agreement. In the event of conflict and/or ambiguity between any provision of this Agreement and that of another Project document, this Agreement shall prevail in enforcement and or clarification. No other representations of any kind, oral or otherwise, have been made. Client and Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other part, in respect to all covenants of this Agreement; except as above, neither Client nor Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any owner, officer or agent of Engineer, Client or any public body, which may be a part hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client or Engineer.

End Part III

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**Exhibit - A**  
**VOP - Project No. 14-5307**  
**Village Wide Fiber Infrastructure Planning, Orland Park IL**

Scope Item	Description	Personnel	Estimated Hours	Standard Hourly Rates	Estimated Fee
1	MEETING/COORDINATION	SPM	4	\$ 125.00	\$ 500.00
		PE/PM	8	\$ 110.00	\$ 880.00
2	DESIGN REVIEW, RECORDS AND INFORMATION RETRIEVAL	PE/PM	4	\$ 110.00	\$ 440.00
		A1	8	\$ 85.00	\$ 680.00
3	NEW CONNECTION ROUTE PLANNING	PE/PM	10	\$ 110.00	\$ 1,100.00
		A1	10	\$ 85.00	\$ 850.00
4	FIBER OPTIC SPLICE DIAGRAM DESIGN	PE/PM	4	\$ 110.00	\$ 440.00
		A1	16	\$ 85.00	\$ 1,360.00
5	GIS MAP AND PLAN DEVELOPMENT	D1	24	\$ 85.00	\$ 2,040.00
6	PROJECT PHASE PLAN (1YR / 5YR / 10YR)	SPM	2	\$ 125.00	\$ 250.00
		PE/PM	4	\$ 110.00	\$ 440.00
7	PROJECT STUDY REPORT	SPM	2	\$ 125.00	\$ 250.00
		PE/PM	6	\$ 110.00	\$ 660.00
Estimated Hours and Lump Sum Fee			102		\$ 9,890.00
<b>Notes/Comments:</b>					
HBK Personnel Initials					
		Principal	PR		
		Program Manager	PGM		
		Structural Engineer	SE		
		Senior Engineer	SRE		
		Associate 3	A3		
		Associate 2	A2		
		Associate 1	A1		
		Senior Project Manager	SPM		
		Project Manager	PM		
		Project Coordinator	PC		
		Permitting Coordinator	PMT		
		Analyst	AY		
		Designer 3 (Sr. Project Designer)	ID3		
		Designer 2 (Project Designer)	ID2		
		Designer 1 (Designer)	ID1		
<b>Project Limits:</b>					
Limits of the Village of Orland Park, Orland Park, IL					