

**VILLAGE OF VERNON HILLS  
RESOLUTION 2020-029**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF VERNON HILLS AND PATRICK ENGINEERING,  
INC., FOR QUIET ZONE RECERTIFICATION ENGINEERING SERVICES**

**WHEREAS**, the President and Board of Trustees of the Village of Vernon Hills, Illinois (the "Village") desire to retain Patrick Engineering, Inc. ("the Consultant"), in accordance with the terms set forth in the attached "Professional Services Agreement" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, for the purpose of performing engineering services related to the recertification of the Village's quiet zones with the Federal Railroad Administration; and

**WHEREAS**, the Village of Vernon Hills, a home rule Illinois municipal corporation, has the authority to approve and enter into the Agreement, and to approve the expenditure of funds for the services performed by the Consultant, pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village Vernon Hills authorize the approval of the attached "Professional Services Agreement" (the "Agreement"), (**Exhibit "A"**), to be entered into with Patrick Engineering, Inc. (the "Consultant") for the purpose of performing engineering services related to the recertification of the Village's quiet zones with the Federal Railroad Administration.

**SECTION 3:** The President and Board of Trustees of the Village of Vernon Hills authorize and direct that the Village President, the Village Clerk, the Village Manager, or their designees, transmit executed originals or certified copies of all documents, including the Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement. Further, the President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute said Agreement, and to execute and deliver all other instruments, payments and documents that are necessary to fulfill the Village's obligations under the Agreement.

Dated this 1<sup>st</sup> day of September, 2020

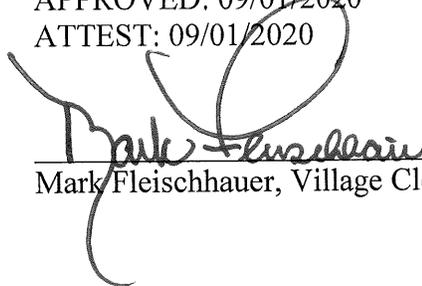
Adopted by roll call vote as follows:

AYES: 5 – Oppenheim, Takaoka, Schultz, Marquardt, Koch  
NAYS: 0 - None  
ABSENT AND NOT VOTING: 1 - Byrne

Adopted this 1<sup>st</sup> day of September 2020, by the President and Board of Trustees of the Village of Vernon Hills, Illinois.

  
Thom Koch, President Pro Tem

PASSED: 09/01/2020  
APPROVED: 09/01/2020  
ATTEST: 09/01/2020

  
Mark Fleischhauer, Village Clerk



**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT**

**Quiet Zone Recertification  
Engineering Services  
For The Village of Vernon Hills**

**EXHIBIT B**

**Proposal for Engineering Services  
Patrick Proposal Number: 2C0TR0024**

# PROFESSIONAL SERVICES AGREEMENT

## Quiet Zone Recertification Engineering Services For The Village of Vernon Hills

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of September 2020, by and between the Village of Vernon Hills (hereinafter referred to as the "Village") and Patrick Engineering, Inc. (hereinafter referred to as the "Consultant")

### WITNESS THAT:

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the "Parties") desire to enter into an Agreement to formalize their relationship; and

WHEREAS, in response to the Village's request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #1, and Consultant agreed to perform the services described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set out in its Proposal, the Village finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services; and

WHEREAS, the Village has selected the Consultant to undertake and provide professional services for the Project in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the services included in this Agreement are authorized as part of the Village's approved budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent entity to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

#### **A. SERVICES TO BE PROVIDED BY THE PARTIES**

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the engineering services and use the Consultant's professional skill and judgment in a manner consistent with the interests of the Village.

All services described in the Scope of Services (Scope) of the Proposal shall be performed by the Consultant in a prompt and expeditious manner and shall be in accordance with the professional standards applicable to such service on the Project for which such services are rendered. The Consultant shall be responsible for all services provided under this Agreement whether such services are provided directly by the Consultant or by subconsultants hired by the Consultant. The Consultant will perform the work activities described in the Scope promptly and without

unreasonable delay and will give all projects such priority as is necessary to cause the services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices.

**B. TIME OF PERFORMANCE**

The Consultant shall provide the engineering services no later than November 30, 2020. The project schedule shall insure that each of the services provided being completed within a timeframe that does not negatively impact the Village's compliance with the Federal Railroad Administration's ("FRA") requirements of recertification of the Village's quiet zones. If requested, the Village may at its sole discretion elect to extend milestones and completion dates provided in the Consultant's project schedule if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

**C. ACCESS TO INFORMATION**

The Village shall provide any data, reports, records, and maps for the project that are in the possession of the Village. No charge will be made to the Consultant for such information, and the Village will cooperate with the Consultant to facilitate the performance of the work described in this Agreement.

**D. COMPENSATION**

The Village shall pay the Consultant in accordance with the Budget described in the Consultant's Proposal, for all services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Scope. Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred. The Consultant's Fee Schedule, denoting its current charges for the year 2020, is attached hereto as ATTACHMENT #2. Total fees for the Consultant's work shall not exceed forty-seven thousand, three hundred dollars (\$47,300).

**E. RECORDS**

The Consultant agrees to maintain records and a system of accounting consistent with generally accepted accounting principles and follow such procedures as may be required by the Village. Such records shall include all information pertaining to the Agreement, payroll, receipted invoices, obligations and unobligated balances, assets and liabilities, expenses and outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Consultant for a period of at least four (4) years after completion of this Agreement, unless a longer period is required to resolve audit findings, litigation or required by state or federal regulations. In such cases, the Village shall request a longer period of record retention.

The Village shall have full access and the right to examine any and all pertinent documents, documents, records, and books of the Consultant involving Consultant's services on projects arising under this Agreement.

**F. RELATIONSHIP**

The relationship of the Consultant to the Village shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to

create the relationship of employer and employee or principal and agent between the Village and the Consultant.

**G. TERMINATION**

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, the Village may pursue such remedies as are legally available, including, but not limited to, the termination of this Agreement in the manner specified herein:

1. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:
  - a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
  - b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;
  - c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

and there upon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Scope are allowable.

The Consultant shall continue performance of the Agreement to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

2. Termination for Other Grounds – This Agreement may also be terminated in whole or in part:
  - a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;

- b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

#### **H. ERRORS & OMISSIONS**

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in providing its services, Consultant shall be obligated to correct any and all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of providing it services. This obligation shall survive termination of this Agreement.

#### **I. CHANGES, AMENDMENTS, MODIFICATIONS**

Since some of the Consultant's services are being provided on an as-needed basis, the amount of services may be less than anticipated. The Village makes no guarantee as to the minimum amount of services that will be required under the Agreement and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated. However, the Village may, from time to time, require changes or modifications in the Scope to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant, shall be incorporated in written amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

#### **J. PERSONNEL**

The Consultant represents that he has, or will secure at his own expense, all personnel and equipment required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, the Village.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the Village. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

#### **K. ASSIGNABILITY**

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of the

Village thereto: provided, however, that claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

**L. SEVERABILITY**

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**M. REPORTS AND INFORMATION**

The Village will not be liable in any way for any costs incurred by the Consultant in providing this Proposal.

**N. REPORTS AND INFORMATION**

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, any affidavit or certificate, in connection with the work covered by this agreement as provided by law and any other matters covered by this Agreement.

**O. FINDINGS CONFIDENTIAL**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

**P. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Village and all such rights shall belong to the Village, and the Village shall be sole and exclusive entity who may exercise such rights.

**Q. COMPLIANCE WITH LAWS**

The Consultant shall comply with all applicable federal, state or local laws, ordinances, and codes and the Consultant shall hold and save the Village harmless with respect to any damages arising from any failure of the Consultant or its officers, agents or employees to comply with any such laws in performing any of the work provided under this Agreement.

**R. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees

to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**S. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 ET SEQ.)**

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**T. ILLINOIS FREEDOM OF INFORMATION ACT, (5ILCS 140/4, AS AMENDED BY PUBLIC ACT 96-542, EFFECTIVE JANUARY 1, 2010)**

The Consultant agrees to maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Consultant shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the FOIA so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the FOIA. In the event that the Public Body is found to have not complied with the FOIA, based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Consultant shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

**U. AUTHORIZED TO DO BUSINESS IN ILLINOIS**

The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.

**V. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS – 720 ILCS 5/33E-1**

The Consultant certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

**W. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1**

Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

**X. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.

**Y. DEBARMENT**

The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

**Z. INTEREST OF MEMBERS OF THE VILLAGE**

The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

**AA. INTEREST OF CONSULTANT AND EMPLOYEES**

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**BB. AUDITS AND INSPECTIONS**

The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

**CC. HOLD HARMLESS**

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to reasonable attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

**DD. INSURANCE**

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance shall be fully executed by an authorized representative of the Insurance Company. The Consultant shall not allow any subconsultant to commence work on his subcontract until all similar

insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.

3. **Compensation Insurance:** Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed on the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
4. **Commercial General Liability Insurance:** The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
5. **Insurance Covering Special Hazards:** Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
6. **Automotive Liability Insurance:** The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
7. **Subconsultant's Insurance:** The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

8. The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.

**EE. COMPLETE AGREEMENT**

This is the complete Agreement between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval of the Village.

**FF. NOTICES AND COMMUNICATIONS**

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: David Brown  
Public Works Director/Village Engineer  
Village of Vernon Hills  
490 Greenleaf Drive  
Vernon Hills, IL 60061  
[daveb@vhills.org](mailto:daveb@vhills.org)

If to Consultant: Earl Wacker  
Project Manager  
Patrick Engineering, Inc.  
55 East Monroe, Suite 3450  
Chicago, Illinois 60603  
[ewacker@patrickco.com](mailto:ewacker@patrickco.com)

**GG. ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This Agreement, together with the Consultant's Proposal which is incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement and its amendments; second priority shall be given to the provisions of the Consultant's Proposal and its amendments.

**HH. INTERPRETATION, ENFORCEMENT & DISPUTES**

This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in Lake County, Illinois.

This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

ATTACHMENT #1, Consultant's Proposal (Proposal)

ATTACHMEHT #2, Consultant's Fee Schedule

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.

Bank Flusshaus  
VILLAGE

By: Mark Fleischhauer

Title: Village Manager

Date: 09/16/20

\_\_\_\_\_  
CONSULTANT

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

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

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



March 27, 2020

Mr. David Brown  
Village of Vernon Hills  
490 Greenleaf Drive  
Vernon Hills, IL 60061

Reference: Proposal for Engineering Services  
Three Quiet Zone Corridors - Recertification Assistance  
Cook and Lake Counties, Illinois

Patrick Proposal Number: 2C0TR0024

Dear Mr. Brown:

Patrick Engineering Inc. (Patrick) is pleased to present this proposal to the Village of Vernon Hills (Village) to provide engineering services relating to the recertification of the three (3) current quiet zones administrated by Vernon Hills in Cook and Lake Counties along the Wisconsin Central Limited Railway (WCL) Leighton Subdivision in Illinois.

Patrick understands that the Village has been recently contacted by the Federal Railroad Administration (FRA) regarding the status of the three quiet zones the Village administrates and there has been a letter of non-compliance issued. While the Village is the administrator of the quiet zones, the Village will need to work with the Partner Agencies (Elgin, Hoffman Estates, Barrington, Barrington Hills, Lake Zurich, Hawthorn Woods, Mundelein, Libertyville, Mettawa, Lake Bluff, and North Chicago) to recertify these quiet zones. The FRA has given the Village a response letter due date of May 1, 2020 to address the issues of non-compliance. Patrick understands that additional investigation and analysis is required to recertify the current quiet zones, identify issues of non-compliance and provide recommendations to meet the requirements in Title 49 Code of Federal Regulations (CFR) Part 222.

Patrick proposes the following scope of services, budget and schedule to meet the requirements of Title 49 CFR 222 and recertify/reestablish the current three quiet zones.

#### **Scope of Services**

The following tasks will be performed by Patrick as part of the scope of services:

##### **Task 1: Kick-off Meeting**

Patrick will meet with the Village via teleconference to Kick-off the Project.

##### **Task 2: Inventory of Railroad Crossings in Quiet Zones**

1. Within the limits of the three existing quiet zones, there are forty-two (42) crossings along the three corridors. This task shall be to inventory, describe, and map the locations of these crossings. The description of each crossing shall include, but is not limited to, the street name, USDOT crossing ID number, the type of rail service in operation (passenger, freight), physical configuration, current frequency of trains, current warning system and devices in use (gates, flashing lights, bells, constant warning time circuitry, etc.), a photo log, identification of any planned improvements to the at-grade crossing, and the agency or agencies responsible for the maintenance and operation of the roadway and/or the crossing. The data collected as part of this task shall be compared against existing information contained in the FRA Grade Crossing database and any discrepancies shall be identified and reconciled with the operating railroad.

See Attachment A for the listing of corridors and crossings included in the project.

2. Patrick will use the field data to update the Grade Crossing Inventory Forms for the 42 public, private and pedestrian crossings in the corridor.
3. Patrick will use the field data to create a crossing matrix. This matrix will be used to document the existing conditions and note where past improvements were made to qualify the quiet zones. This matrix will be helpful to identify any improvements made since the last affirmation and note potential locations for median installations in the future.
4. The Partner Agencies will provide updated traffic count data to Patrick within 10 days of issued request, and Patrick will use that data to update the traffic data fields on the Grade Crossing Inventory Forms. The updated inventory forms will be submitted as part of the recertification package.

#### Task 3: Analysis of Existing Conditions

1. Patrick shall assess each public grade crossing to determine if each grade crossing continues to meet the requirements of a quiet zone. As part of this task, Patrick shall determine the existing Risk Index (RI), as calculated by the FRA requirements, which includes the use of locomotive horns, and establish the baseline Quiet Zone Risk Index (QZRI), which does not include the use of locomotive horns.
2. As part of this analysis Patrick shall review accident history (as provided by the Village and FRA accident database), confirm as-built data, perform observations of driver behavior, verify line of sight (no sight distance calculations will be performed), assess alignment and profile, and identify signing and other visual impacts of the intersection, within 200 feet of each at-grade crossing to determine the greater improvement. Additionally, factors may include bus routes, non-motorized routes, adjacent land-use, etc.

#### Task 4: Confirm Existing Safety Improvement Measures and Risk Analysis

1. Patrick will identify the safety improvements that qualify for SSM/ASM status along each corridor. Patrick will identify any work to be performed to the existing infrastructure to bring the improvements back into compliance, i.e. short medians, medians under 6" or experiencing wear, batons missing and needing to be replaced, etc.
2. Patrick will complete up to three scenarios for reducing risk per quiet zone corridor in order to determine the preferred scenario for FRA recertification.
3. Patrick will summarize findings in a one to two-page memorandum and a matrix and review the findings with the Village and Partner Agencies via teleconference.

#### Task 5: FRA Recertification Packages for Qualifying Quiet Zones

1. Once the preferred Corridor alternative has been approved by the Village, Patrick will develop and submit a draft recertification package for each quiet zone corridor for review. This package includes a cover letter; affirmation that the corridor continues to conform the requirements of Appendix A of Title 49 CFR 222; up-to-date, and accurate and complete Grade Crossing Inventory forms for the 42 crossings in the corridors.
2. With approval from the Village, Patrick will submit the recertification packages to the Partner Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent by the Village on Village letterhead via certified mail, return receipt requested per the FRA's requirements.

#### Task 6: FRA Documentation for Any Required Improvements

1. Patrick will develop one Alternative Supplemental Safety Measure Application (if needed) for submittal to the Partner Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These applications will be sent by the Village on Village letterhead via certified mail, return receipt requested per the FRA's requirements.
2. If the quiet zone corridor needs improvements to be made for the quiet zone to be brought into compliance, Patrick will develop one Amended Notice of Establishment per quiet zone corridor for submittal to the Partner Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent by the Village on Village letterhead via certified mail, return receipt requested per the FRA's requirements.

#### **Project and Quality Management**

1. Patrick will manage the schedule, deliverables and financial aspects of the project.
2. Patrick will complete quality control and quality assurance on all deliverables.

### **Assumptions**

Patrick assumes the following services are not included as part of the project Scope of Services listed above; however, these services can be provided as additional services or under separate contract:

1. Partner Agencies will provide updated traffic count data such as AADT, Percentage Commercial Vehicles, Average Number of School Bus Crossings per Day, Re-distribution of Traffic, etc. (if needed) in the corridor and applicable Police Accident Reports (Calendar Year: 2015 -2020).
2. Partner Agencies will provide access to enter upon public and private lands as required for Patrick to perform work.
3. The Village will provide payment of all permits, flagging, and review fees required by agencies and railroads having jurisdiction over this project data.
4. Diagnostic meetings are not required as part of the recertification process.
5. Public involvement, council presentations and public hearings are not included.
6. Topographic survey is not required as part of the recertification process. Roadway and median design are not included. If during the implementation phase it is determined that engineering design/contract plans are required by Patrick, this work shall be considered a change in scope of services, and additional or supplemental fees can be negotiated at that time.

### **Schedule**

Upon Notice to Proceed, Patrick will begin the project work. Patrick understands that time is of the essence and that the FRA requires a letter by May 1, 2020 stating the Village's plan to bring each quiet zone back into compliance. Patrick anticipates completing Tasks 1-4 within four weeks from the Notice to Proceed, depending on the schedules of the participating Partner Agencies. It is imperative that the Partner Agencies provide the required traffic data promptly to avoid any delays.

Tasks 5 and 6: To Be Determined based upon coordination with the Village and FRA.

Village of Vernon Hills  
Proposal for Engineering Services  
Three Quiet Zone Corridors - Recertification Assistance  
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March 27, 2020  
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**Budget**

We propose to complete Tasks 1-6 on a lump sum fee as follows:

Task Description	Cost Per Task
Task 1: Kick-off Meeting	\$4,720
Task 2: Inventory of Railroad Crossings in Quiet Zones	\$15,780
Task 3: Analysis of Existing Conditions	\$3,840
Task 4: Confirm Existing Safety Improvement Measures and Risk Analysis	\$5,400
Task 5: FRA Recertification Packages for Qualifying Quiet Zones	\$5,660
Task 6: FRA Documentation for Any Required Improvements	\$7,940
Project Management and QAQC	\$3,960
<b>Total</b>	<b>\$47,300</b>

Additional scope not identified in this proposal but requested by the Village on behalf of the Partner Agencies, will be addressed in a written notification to the Village prior to any expenditure of effort. This will be in accordance with the attached Schedule of Fees and Services. Any changes will not be executed without prior written authorization from the Village.

This proposal may only be modified in writing. If the proposal satisfactory meets the Village and Partner Agencies' requirements for the proposed work, please sign where indicated below and return the signed acceptance to Patrick Engineering Inc. Please sign the attached Client Project Agreement for Professional Services and return a signed copy to Patrick Engineering Inc. This proposal will be open for acceptance within 30 days from the date of this letter, unless changed by Patrick Engineering Inc. in writing.

We appreciate this opportunity to assist the Village and the other Partner Agencies. Please feel free to call me at (630) 795-7200 if you have any questions or need any additional information.

Sincerely,

**PATRICK ENGINEERING INC.**



Karie E. Koehneke, P.E.  
Project Manager

Attachments:  
Attachment A – Three Quiet Zone Corridor List Provided by Client  
Client Project Agreement  
2020 Fee Schedule

Village of Vernon Hills  
Proposal for Engineering Services  
Three Quiet Zone Corridors - Recertification Assistance  
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**ACCEPTANCE**

The contents of this proposal dated March 23, 2020, to perform Engineering Services for the Village of Vernon Hills, is understood and accepted as indicated. This proposal together with the referenced agreement is hereby considered to be an Agreement for Engineering Services for the subject project, and Patrick Engineering Inc. is hereby authorized to proceed with the work described herein.

By: Paul Ruschlan  
Title: Village Mgr  
Date: 9/16/20

**David Brown**

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**From:** Blumenberg, Tina (FRA) <tina.blumenberg@dot.gov>  
**Sent:** Monday, February 24, 2020 4:50 PM  
**To:** David Brown  
**Subject:** FW: Send data from MFP07428136 02/20/2020 14:44  
**Attachments:** DOC022020-02202020144416.pdf; Barrington, IL Calculation 17 Xings - Copy.pdf; Barrington, IL Calculation 17 Xings.pdf; Barrington, IL NOE Hough St.pdf; LAKE ZURICH, IL NOE.PDF; Vernon Hills Calculation Notification from NOE.PDF; Vernon Hills Calculation2.pdf; Vernon Hills, NOE2.pdf

Hi David,

Below are the 3 quiet zones we have in our database and the Lat/Long locations. The city and states posted next to each crossing are the cities for the Lat/Long locations, but I also included the location that's listed on our inventory just in case. Our inventory can say "in" or "near" that city, so if you want to go with the most accurate, go with the city that's listed for the Lat/Long locations. You can put those Lat/Long locations in Google maps and it will give you the exact addresses to these crossings. Attached are the NOE's and/or Quiet Zone Risk Calculations that we have on file. Please keep in mind that the EJ&E Railroad is now under WC, which is under CN Railroad. The information below shows what it says in the paperwork you provided (from pdf file DOC022020-02202020144416) vs. what the Actual information I found in the other attached pdf files in our records.

1. **THR-000559 - BARRINGTON (PAPERWORK: BARRINGTON TO BARTLETT) (ACTUAL: BARTLETT TO BARRINGTON) EJ&E/WC/CN (WESTERN SUB/LEITHTON SUB) PAPERWORK MP 36.95 TO 49.30 (VS. ACTUAL MP: 30.92 - 49.79) (PAPERWORK DATED 2/15/08) 8/17 XINGS (8 ACTIVE) - QZ START DATE: 2/15/2008**
2. **THR-000577 - LAKE ZURICH (PAPERWORK: BARRINGTON TO LAKE ZURICH) (ACTUAL: BARRINGTON TO LAKE ZURICH) EJ&E/WC/CN (LEITHTON SUB) PAPERWORK MP - 50.10 TO 53.44 (VS. ACTUAL MP: 50.10 - 53.44) (PAPERWORK DATED 4/4/08) 5/6 XINGS (5 ACTIVE) - QZ START DATE: 4/4/2008**
3. **THR-000432 - VERNON HILLS (PAPERWORK: NORTH CHICAGO TO BARRINGTON) (ACTUAL: LAKE ZURICH TO VERNON HILLS TO NORTH CHICAGO) EJ&E/WC/CN (WAUKEGAN SUB) PAPERWORK MP - 50.10 TO 69.75 (VS. ACTUAL MP: 54.73 - 69.75) (PAPERWORK DATED 12/4/07) 18 XINGS - QZ START DATE: 1/2/2008**

**THR-000559 BARRINGTON: ACTUAL MP: 30.92 - 49.79 BARTLETT TO BARRINGTON**

- DOT# 260523V, Private, MP 30.92, NO LAT/LONG (Unable to find location) \*CLOSED\*
- DOT# 260528E, No Name, MP 35.21, NO LAT/LONG (Unable to find location) (Inventory: Elgin) \*CLOSED\*
- DOT# 260532U, West Bartlett Road, MP 36.95, LAT/LONG: 41.994114 -88.23678, Bartlett, IL 60103 (Inventory: Elgin)
- DOT# 260530F, Spaulding Road, MP 37.60, LAT/LONG: 42.003041 -88.235181, Bartlett, IL 60103 (Inventory: Elgin)
- DOT# 260531M, Private Road, MP 38, LAT/LONG: 42.0089690 -88.2339890, Bartlett, Chicago North, Elgin, IL 60120 (Inventory: Elgin) \*CLOSED\*
- DOT# 260529L, Lake Street, MP 38.57, LAT/LONG: 42.017338 -88.232071, Elgin, IL 60120 (Inventory: Elgin) \*GRADE SEPARATED\*
- DOT# 260527X, Irving Parks Blvd, MP 39.48, LAT/LONG: 42.030157 -88.228528, Elgin, IL 60120 (Inventory: Elgin) \*GRADE SEPARATED\*
- DOT# 260526R, Golf Road, MP 40.72, LAT/LONG: 42.044991 -88.215267, Elgin, IL 60120 (Inventory: Elgin) \*GRADE SEPARATED\*

- DOT# 260525J, Shoe Factory Road, MP 41.90, LAT/LONG: 42.060800 -88.205740, Hoffman Estates, IL 60192 (Inventory: Hoffman Estates)
- DOT# 260524C, Northwest Tollway, MP 42.33, LAT/LONG: 42.066619 -88.203809, Hoffman Estates, IL 60192 (Inventory: Elgin) \*GRADE SEPARATED\*
- DOT# 260522N, Higgins Road/ILL 72, MP 43.09, LAT/LONG: 42.0776920 -88.2009490, Hoffman Estates, IL 60192 (Inventory: Barrington) \*GRADE SEPARATED\*
- DOT# 260521G, Sutton Road, MP 43.97, LAT/LONG: 42.089160 -88.194720, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260520A, Penny Road, MP 44.47, LAT/LONG: 42.09594 -88.19048, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260519F, Klehm Nursery, MP 44.86, LAT/LONG: 42.1004890 -88.1876290, South Barrington, IL 60010 (Inventory: Barrington) \*CLOSED\*
- DOT# 260518Y, Algonquin Rd/ILL64, MP 45.84, LAT/LONG: 42.1142160 -88.1790320, Barrington, IL 60010 (Inventory: Barrington) \*GRADE SEPARATED\*
- DOT# 260517S, Otis Road, MP 47.90, LAT/LONG: 42.139225 -88.15861, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260516K, Main Street, MP 49.79, LAT/LONG: 42.15422 -88.14342, Barrington, IL 60010 (Inventory: Barrington)

**THR-000577 LAKE ZURICH: ACTUAL MP: 50.10 - 53.44 BARRINGTON TO LAKE ZURICH**

- DOT# 260514W, Northwest Hwy, MP 50.10, LAT/LONG: 42.161660 -88.130830, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260513P, Lake Zurich Road, MP 50.42, LAT/LONG: 42.164036 -88.12612, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260511B, Cuba Road, MP 51.56, LAT/LONG: 42.175877 -88.11075, Deer Park, IL 60010 (Inventory: Lake Zurich)
- DOT# 260510U, Ela Road, MP 52.33, LAT/LONG: 42.185135 -88.101685, Lake Zurich, IL 60047 (Inventory: Lake Zurich)
- DOT# 260509A, Rand Road IL 12, MP 52.52, LAT/LONG: 42.186856 -88.099865, Lake Zurich, IL 60047 (Inventory: Lake Zurich) \*GRADE SEPARATED\*
- DOT# 260508T, Old Rand Road, MP 53.27, LAT/LONG: 42.195423 -88.090645, Lake Zurich, IL 60047 (Inventory: Lake Zurich)
- DOT# 260507L, Main Street, MP 53.44, LAT/LONG: 42.197487 -88.088425, Lake Zurich, IL 60047 (Inventory: Lake Zurich)

**THR-000432 VERNON HILLS: ACTUAL MP: 54.73 - 69.75 LAKE ZURICH TO VERNON HILLS TO NORTH CHICAGO**

- DOT# 260794B, Oakwood Drive, MP 54.73, LAT/LONG: 42.211102 -88.071466, Lake Zurich, IL 60047 (Inventory: Lake Zurich)
- DOT# 260503J, Old McHenry Road, MP 55.45, LAT/LONG: 42.219136 -88.063005, Hawthorn Woods, IL 60047 (Inventory: Hawthorn Woods)
- DOT# 260500N, Gilmer Road, MP 56.89, LAT/LONG: 42.234720 -88.045830, Mundelein, IL 60060 (Inventory: Hawthorn Woods)
- DOT# 260496B, IL 60 & 83, MP 59.02, LAT/LONG: 42.242530 -88.006154, Mundelein, IL 60060 (Inventory: Mundelein)
- DOT# 260495U, Diamond Lake Road, MP 59.13, LAT/LONG: 42.242806 -88.004097, Mundelein, IL 60060 (Inventory: Libertyville)
- DOT# 260493F, Butterfield Road, MP 60.42, LAT/LONG: 42.246452 -87.97948, Vernon Hills, IL 60061 (Inventory: Vernon Hills)
- DOT# 260906X, Lakeview Pky, MP 61.70, LAT/LONG: 42.25349 -87.95735, Vernon Hills, IL 60061 (Inventory: Libertyville)

- DOT# 260490K, Milwaukee Avenue, MP 62.20, LAT/LONG: 42.253977 -87.947087, Libertyville, IL 60048 (Inventory: Libertyville)
- DOT# 260489R, St. Marys Road, MP 63.33, LAT/LONG: 42.255703 -87.925064, Libertyville, IL 60048 (Inventory: Mettawa, IL)
- DOT# 260488J, Old School Road E, MP 63.87, LAT/LONG: 42.26196 -87.919525, Libertyville, IL 60048 (Inventory: Mettawa, IL)
- DOT# 260486V, Bradley Road, MP 65.16, LAT/LONG: 42.275303 -87.90535, Lake Forest, IL 60045 (Inventory: Libertyville)
- DOT# 260485N, Arcadia Road, MP 65.62, LAT/LONG: 42.279297 -87.89547, Lake Bluff, IL 60044 (Inventory: Libertyville)
- DOT# 260484G, Park Ave/IL 176, MP 65.75, LAT/LONG: 42.28002 -87.893715, Lake Bluff, IL 60044 (Inventory: Lake Bluff)
- DOT# 260483A, Waukegan Road/ILL 43, MP 66.42, LAT/LONG: 66.42, 42.284695 -87.882126, Lake Bluff, IL 60044 (Inventory: Lake Bluff)
- DOT# 260478D, Buckley Road/ILL 137, MP 69, LAT/LONG: 42.308621 -87.851590, Great Lakes, IL 60088 (Inventory: North Chicago)
- DOT# 260477W, US Navy PVT, MP 69.29, LAT/LONG: 42.312791 -87.851562, North Chicago, IL 60064 (Inventory: North Chicago)
- DOT# 260475H, Morrow Road, MP 69.58 - LAT/LONG: 42.317333 -87.85149, North Chicago, IL 60064 (Inventory: North Chicago)
- DOT# 260473U, Martin L. King Drive, MP 69.75 - LAT/LONG: 42.31939 -87.85062, North Chicago, IL 60064 (Inventory: North Chicago)

I hope this helps.

Thanks,

Tina Blumenberg  
 Crossing & Trespassing Regional Manager  
 Federal Railroad Administration  
 Region IV - Chicago  
 312.353.6203 ext 115

-----Original Message-----

From: David Brown [mailto:daveb@vhills.org]  
 Sent: Thursday, February 20, 2020 1:59 PM  
 To: Blumenberg, Tina (FRA) <tina.blumenberg@dot.gov>  
 Subject: FW: Send data from MFP07428136 02/20/2020 14:44

Tina-

Thank you for our conversation. These are the 3 QZs that I located in our files. If you could verify that they are consistent with your records.

We are committed to prepare a plan and share this with the FRA. Any help with the content needed in the letter is appreciated.

Thanks again, Dave

-----Original Message-----

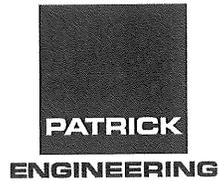
From: VHPW Scan <pwscanner@vhills.org>  
 Sent: Thursday, February 20, 2020 2:44 PM

To: David Brown <daveb@vhills.org>  
Subject: Send data from MFP07428136 02/20/2020 14:44

Scanned from MFP07428136

Date: 02/20/2020 14:44  
Pages: 6  
Resolution: 200x200 DPI

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## CLIENT PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement between Patrick Engineering Inc. (PATRICK) and **Village of Vernon Hills**, 490 Greenleaf Drive, Vernon Hills, IL 60061 (CLIENT) consists of these terms, the proposal (including attachments thereto) identified as 2C0TR0024 and dated March 27, 2020. This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

### ARTICLE I: SCOPE OF SERVICES

The Scope of Services to be performed by PATRICK is set forth in the foregoing proposal ("Services"). CLIENT may request, orally or in writing, changes to the Services. In the event PATRICK agrees, in writing, to such changes in the Services, the changes are binding upon CLIENT, and CLIENT agrees to compensate PATRICK for all Services performed at CLIENT's request. PATRICK shall not, however, be liable for failure to perform or execute any changes in Services unless such changes are agreed to in writing by PATRICK. Any services performed by PATRICK at the request of CLIENT shall be governed by the terms of this Agreement.

### ARTICLE II: STANDARD OF CARE

PATRICK shall perform the Services with the care and skill ordinarily exercised by members of PATRICK's profession practicing in the same locality under similar conditions or circumstances.

If, during the one (1) year period following completion or termination of the Services, it is shown that these standards have not been met, and CLIENT has promptly notified PATRICK in writing of such failure, PATRICK shall perform, at its cost, such corrective services as may be necessary within the scope of the Services to remedy such deficiency. THIS REMEDIAL OBLIGATION SHALL CONSTITUTE PATRICK'S SOLE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO PATRICK'S SERVICES AND THE ACTIVITIES INVOLVED IN THEIR PERFORMANCE, IRRESPECTIVE OF PATRICK'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT. PATRICK MAKES NO OTHER WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED AND THE WARRANTIES PROVIDED IN THIS ARTICLE III SHALL BE EXCLUSIVE OF ANY OTHER WARRANTIES INCLUDING ANY IMPLIED OR STATUTORY WARRANTIES OF FITNESS FOR PURPOSE OR MERCHANTABILITY, AND OTHER STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THIS CLAUSE ARE EXPRESSLY WAIVED.

### ARTICLE III: CONFIDENTIALITY

PATRICK shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PATRICK is required to disclose by any of PATRICK's insurers as it relates to a claim or incident that may generate a possible claim, law or order of a court, administrative agency or other legal authority. Unless otherwise agreed, PATRICK may use and publish CLIENT's name and a general description of the Services in describing PATRICK's experience to other clients or potential clients.

### ARTICLE IV: SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA

CLIENT shall provide PATRICK with lawful access to the site(s) where the Services are to be performed. CLIENT shall defend PATRICK from any challenge to such right-of-entry and shall indemnify and hold harmless PATRICK from any claims of trespass which may occur. PATRICK will take reasonable measures to minimize damage to the site and disruption of operations thereon, however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (e.g., without limitation, soil borings), and that PATRICK shall not be liable for such damage or disruption, and the correction of which shall not be PATRICK's responsibility unless otherwise agreed to in writing by the parties. CLIENT shall supply PATRICK with information on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the Services are to be performed. PATRICK shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT and others (including the location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the scope of Services. PATRICK shall not be liable for damage to underground utilities or structures not disclosed in writing or incorrectly disclosed to PATRICK, and CLIENT agrees to defend and



## CLIENT PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

indemnify PATRICK at its sole expense for any claims against PATRICK arising from CLIENT's failure in this regard.

### ARTICLE V: BILLING, PAYMENTS AND COLLECTION

Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PATRICK's schedule of Standard Charges in effect at the time the Services are performed. Invoices will be submitted monthly and are due upon receipt. If CLIENT objects to an invoice, CLIENT shall notify PATRICK in writing within fifteen days of receipt of the invoice, give the reasons for the objection, and pay that portion of the invoice not in dispute within thirty days of receipt of the invoice. Any unpaid, undisputed invoice that is thirty days past due shall be assessed a late payment charge of 1.5 percent per month. PATRICK shall have the right to terminate this Agreement upon ten days notice if payment as to any undisputed invoice is sixty days past due. CLIENT agrees to reimburse PATRICK its full costs of collection of any amounts due and unpaid after sixty days, including reasonable attorney's fees, court costs and the reasonable value of PATRICK's time spent on collection of such amounts.

### ARTICLE VI: INSURANCE AND LIMITATION OF LIABILITY

PATRICK carries substantial insurance coverage including Workers Compensation, Employer's Liability, Commercial General Liability (including contractual liability), Commercial Automobile Liability and Professional Liability. PATRICK shall name CLIENT as additional insured under the Commercial General Liability and Commercial Automobile Liability policies. A copy of PATRICK'S current insurance coverages and limits is available upon CLIENT's request.

When Services provided by PATRICK result in work to be performed by others under contract to CLIENT, CLIENT shall include in the contract with the party(ies) performing the work the requirement that PATRICK shall be named as Additional Insured on the party(ies) Commercial General Liability Policy and Automobile Liability Policy on a primary and noncontributory basis on Form CG2037 and CG2010.

THE PARTIES HAVE ASSESSED THE RELATIVE RISKS AND BENEFITS WHICH WILL ACCRUE TO EACH IN THE PERFORMANCE OF THE SERVICES AND HAVE AGREED THAT PATRICK'S TOTAL AGGREGATE LIABILITY TO CLIENT (OR ANYONE CLAIMING BY OR THROUGH CLIENT) FOR ANY INJURY TO PERSON OR PROPERTY, CLAIMS, DAMAGES, EXPENSES, COSTS OR LOSSES OF ANY KIND, FROM ANY CAUSE WHATSOEVER REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID TO PATRICK UNDER THIS AGREEMENT OR \$25,000, WHICHEVER IS LESS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT OR TORT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSSES FROM INTERRUPTION OF BUSINESS.

### ARTICLE VII: INDEMNIFICATION

- (A) To the fullest extent permitted by law, PATRICK shall indemnify and hold CLIENT and its employees, harmless from and against all third party demands, claims, suits, liabilities and costs including reasonable attorneys fees and litigation costs ("Claims") to the extent caused by the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, subconsultants and subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees or agents.
- (B) To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold PATRICK, its employees, agents, subconsultants and subcontractors harmless from and against all demands, claims, suits, liabilities, fines, penalties, and costs including reasonable attorneys fees and costs of litigation ("Claim") caused by or arising out of (i) any conditions existing on or beneath CLIENT's property at the time of performance of the Services, including, but not limited to, pollution or contamination of property or (ii) the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees, agents or contractors except to the extent, if any, that any such Claim results from the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents or subcontractors. The indemnity obligations stated herein shall survive the termination of this Agreement.



## CLIENT PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

It is further intended by the parties to this Agreement that PATRICK's services in connection with the Services shall not subject PATRICK's individual employees, officers or directors to any personal legal exposure for the risks associated with the Services. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the PATRICK, an Illinois corporation, and not against any of the its individual employees, officers or directors.

### **ARTICLE VIII: NOTICE OF CLAIMS; COOPERATION**

If CLIENT discovers any facts that might give rise to a claim arising out of the negligent acts, errors or omissions or willful misconduct of PATRICK, its employees, agents or subcontractors, CLIENT shall immediately notify PATRICK of same in writing. PATRICK shall be entitled to contest any such claim with counsel selected by PATRICK or its insurer and shall be entitled to control any litigation relating to such claim. CLIENT shall not settle or compromise any such claim without PATRICK's prior written consent and CLIENT shall cooperate with PATRICK and its insurer in connection with the defense of any such claim.

### **ARTICLE IX: WORKSITE SAFETY/PATRICK SITE VISITS**

PATRICK will comply with CLIENT's rules and regulations governing PATRICK's activities on CLIENT's premises to the extent that the same are provided to PATRICK prior to the start of the Services. PATRICK will be responsible only for the on-site activities of its employees. If the Services include site visits, for example, to observe construction activities for general compliance with plans and specifications, the parties agree that PATRICK shall assume no responsibility or authority for supervision or control over any contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction.

### **ARTICLE X: REUSE OR ALTERATION OF DOCUMENTS**

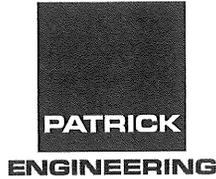
Documents prepared by PATRICK are instruments of its Services and PATRICK retains all common law, statutory and other reserved rights, including copyright. PATRICK agrees that CLIENT will have the non-exclusive, limited, worldwide, royalty free, non transferable and non-assignable, and non-sublicenseable, right to use the documents on the project identified in the Scope of Services. PATRICK assumes no liability or responsibility if the documents are reused by CLIENT or others on any other project. In the event that others alter the documents without PATRICK's authorization, any and all liability arising out of such alteration is waived as against PATRICK, and CLIENT assumes full responsibility for such changes. Where PATRICK has used due care in the electronic or disk transmission of data, information or documents to CLIENT and its agents, CLIENT shall be responsible for and bear the risk of loss or damages resulting from (i) errors or defects introduced by such transmission; (ii) CLIENT's or its agent's automated conversion or reformatting of the data, information or documents; and (iii) deficiencies, defects or errors in CLIENT's or its agent's software or hardware utilized to receive, transmit, utilize, format or reproduce the data, information or documents.

### **ARTICLE XI: DELAYS**

Except for the obligation to pay monies owed, neither CLIENT nor PATRICK shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, delay caused by any third party, any additions or modifications to the Services to be performed by PATRICK under the Agreement, weather, acts of God, wars, terrorism, labor disputes, material shortage, delay in obtaining any permits, fires, or demands or requirements of governmental agencies.

### **ARTICLE XII: SUCCESSOR, ASSIGNS**

This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.



**CLIENT PROJECT AGREEMENT  
FOR PROFESSIONAL SERVICES**

**ARTICLE XIII: TERMINATION**

This Agreement may be terminated by either party upon written notice to the other. Upon receipt of notice of termination from CLIENT, PATRICK shall immediately cease work and take all reasonable steps to minimize costs relating to termination. CLIENT shall pay for services rendered through the date of receipt of notice of termination, plus any unpaid reimbursable expenses and reasonable costs relating to the termination, including reassignment of staff.

**ARTICLE XIV: SEVERABILITY**

If any term of this Agreement is held to be invalid or unenforceable as a matter of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with legal requirements. The remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE XV: APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties to this Agreement agree that any litigation under or regarding this Agreement will be brought only in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

**ARTICLE XVI: ENTIRE AGREEMENT**

CLIENT, by the undersigned, acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PATRICK proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PATRICK by CLIENT shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement or any Addendum attached hereto. This Agreement may be amended or modified as set forth in Article I or by a written instrument signed by both parties. Each person signing below represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

VILLAGE OF VERNON HILLS, ILLINOIS

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Signature

*M. Fleischhaver*  
 \_\_\_\_\_  
 Printed Name

*Village Mgr*  
 \_\_\_\_\_  
 Title

*09/16/20*  
 \_\_\_\_\_  
 Date

PATRICK ENGINEERING INC.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

Ref:



## 2020 Fee Schedule

<b>PERSONNEL CATEGORY</b>	<b>CHARGES</b>
Staff Engineer 1 / Technical Specialist 1.....	\$100.00/hr.
Staff Engineer 2 / Technical Specialist 2.....	115.00/hr.
Staff Engineer 3 / Technical Specialist 3 / Staff Geologist .....	125.00/hr.
Project Engineer 1 / Technical Specialist 4 / Project Geologist .....	135.00/hr.
Project Engineer 2 / Technical Specialist 5.....	145.00/hr.
Project Engineer 3 / Technical Specialist 6 / Senior Geologist .....	160.00/hr.
Project Engineer 4 / Technical Specialist 7.....	175.00/hr.
Senior Engineer / Senior Technical Consultant.....	195.00/hr.
Staff Surveyor 1 .....	75.00/hr.
Staff Surveyor 2 .....	95.00/hr.
Project Surveyor 1.....	115.00/hr.
Project Surveyor 2.....	135.00/hr.
Survey Manager.....	150.00/hr.
Survey Director .....	180.00/hr.
Project Manager.....	165.00/hr.
Senior Project Manager .....	195.00/hr.
Senior Project Director.....	215.00/hr.
Principal / Engineering Director .....	230.00/hr.

### **GEOSPATIAL SOFTWARE DEVELOPMENT PROFESSIONALS & PROJECT CONTROLS SPECIALISTS PROVIDED UNDER SEPARATE FEE ARRANGEMENT**

#### **TECHNICAL SUPPORT & SERVICES**

CAD 1 / Technician 1 .....	\$65.00/hr.
CAD 2 / Technician 2.....	75.00/hr.
CAD 3 .....	85.00/hr.
CAD Designer / Technician 3 .....	90.00/hr.
CAD Supervisor .....	100.00/hr.
Clerk .....	50.00/hr.
Secretary.....	60.00/hr.
Administrative Assistant.....	70.00/hr.

#### **TRANSPORTATION COSTS**

Charge for Use of Vehicle.....	\$Current IRS Rate per mile With \$65.00 per day minimum charge
Transportation and Subsistence.....	at cost + 10%
Special Transportation, Per Diem, or Living Expenses Established on a Per Project Basis	

#### **REPRODUCTION COSTS**

In-house charges for normal / customary material use.....	1% of Total Project Fee
Outside Services (copies, reproducibles, sepias, etc.) .....	at cost + 10%



## 2020 Fee Schedule

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### MISCELLANEOUS COSTS

Filing Fees, Photography, Materials, Analytical	
Laboratory Fees, Equipment Rentals, etc. ....	at cost + 10%
Outside Consultant Services .....	at cost + 10%
Nuclear Density Meter .....	\$75.00/day
Underground Pipeline and Utility Locator.....	\$75.00/day
Global Positioning System (GPS) Survey Grade .....	\$200.00/day
Robotic Total Station (1-man survey crew).....	\$30.00/hour
High Definition Scanner .....	\$1,100.00/day
Outside Contractor Services.....	at cost + 15%
Special Equipment Negotiated on a Per Project Basis	

#### Notes:

1. *Additional fees may apply for project-specific insurance or bonding.*
2. *A project-specific surcharge may be added to all work performed on waste sites, for environmental assessment of property, for special HSE requirements, and for all work performed in Level C PPE or more stringent PPE.*
3. *These unit charges are valid through December 31, 2020.*