



# BOARD REPORT

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES

**FROM:** SCOTT KOEPPPEL, VILLAGE ADMINISTRATOR

**SUBJECT:** RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF SUGAR GROVE AND HR GREEN FOR GENERAL  
CONSULTATION SERVICES

**AGENDA:** September 15, 2026

**DATE:** September 8, 2026

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## ISSUE

Should the Board of Trustees approve a Resolution authorizing an agreement between the Village and HR Green?

## DISCUSSION

The Village of Sugar Grove needs professional engineering services after the resignation of EEI. HR Green has a current satisfactory relationship with the Village. Staff met with key staff members from HR Green on September 3<sup>rd</sup> to discuss the various ongoing projects in the Village. HR Green has the professional staff required to assist the Village in the ongoing projects. Services areas directly from the agreement:

- MU01 Administration
- MU02 Plat Reviews
- MU03 Subdivision Plan Reviews
- MU04 Residential Site Plan Reviews
- MU05 Commercial/Industrial Site Plan Reviews
- MU06 Building/Plumbing Inspections
- MU07 As-Built Reviews
- MU08 Road and Bridge Engineering
- MU09 Stormwater Engineering
- MU10 Potable Water Engineering
- MU11 Wastewater Engineering
- MU12 Construction Observation – Community Development
- MU13 Construction Observation – General
- MU14 Miscellaneous

**COST**

The 2026 Bill Rate Sheet is attached to this memo. These standard hourly rates are subject to change annually. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

**ATTACHMENTS**

Resolution authorizing an agreement with HR Green.  
Professional Services Agreement for General Consultation Services  
2026 Bill Rate Sheet

**RECOMMENDATION**

That the Village Board approve a resolution authorizing the agreement with HR Green.



**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**RESOLUTION NO. 2026 09 15 AD1**

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF SUGAR GROVE AND HR GREEN  
FOR GENERAL CONSULTATION SERVICES**

**WHEREAS**, the Village of Sugar Grove (the "Village") is an Illinois municipal corporation organized and existing under the laws of the State of Illinois; and

**WHEREAS**, HR Green is a Civil Engineering Firm with an existing satisfactory relationship with the Village; and

**WHEREAS**, the Village requires ongoing professional engineering and technical consulting services for routine municipal operations, reviews, and infrastructure assistance; and

**WHEREAS**, the scope of services under said Agreement encompasses general municipal consultations including site visits, plan reviews, inspection, budgeting, mapping, and technical support billed on a time-and-materials basis through December 31, 2027; and

**WHEREAS**, Village staff has reviewed the proposed Professional Services Agreement dated September 8, 2026, and determined that retaining HR Green, Inc. is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

The Village President is hereby authorized to sign the attached Agreement

**PASSED AND APPROVED** by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this **15<sup>th</sup>** day of **September 2026**.

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Sue Stillwell, Village President

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Tracey R. Conti, Village Clerk

BOARD VOTE:

|                          | <b>Aye</b> | <b>Nay</b> | <b>Absent</b> | <b>Abstain</b> | <b>Recuse</b> |
|--------------------------|------------|------------|---------------|----------------|---------------|
| Trustee Heidi Lendi      | <hr/>      | <hr/>      | <hr/>         | <hr/>          | <hr/>         |
| Trustee Matthew Bonnie   | <hr/>      | <hr/>      | <hr/>         | <hr/>          | <hr/>         |
| Trustee Sean Michels     | <hr/>      | <hr/>      | <hr/>         | <hr/>          | <hr/>         |
| Trustee Anthony Speciale | <hr/>      | <hr/>      | <hr/>         | <hr/>          | <hr/>         |
| Trustee Nora London      | <hr/>      | <hr/>      | <hr/>         | <hr/>          | <hr/>         |
| Trustee Michael Roskopf  | <hr/>      | <hr/>      | <hr/>         | <hr/>          | <hr/>         |



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**2026 – 2027 General Consultation Services**

Mr. Scott Koeppel  
Administrator  
Village of Sugar Grove  
160 S. Municipal Drive – Suite 110  
Sugar Grove, IL 60554  
Phone: (630) 391-7200  
[skoeppel@sugargroveil.gov](mailto:skoeppel@sugargroveil.gov)

Anthony P. Simmons, PE  
Regional Manager – Transportation  
HR Green, Inc.  
2363 Sequoia Drive, Suite 101  
Aurora, Illinois 60506  
HR Green Project Number: 2503100

September 8, 2026

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THIS **AGREEMENT** is between the VILLAGE OF SUGAR GROVE, ILLINOIS (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## **1.0 Project Understanding**

WHEREAS, CLIENT intends to retain COMPANY from time-to-time to render certain professional engineering services (hereinafter "services"); and

WHEREAS, COMPANY is willing to provide the services for consideration and upon the terms herein stated;

Now, THEREFORE, in consideration of the services to be performed by COMPANY and payment by CLIENT, the parties agree to the terms, provisions, and conditions as hereinafter set forth.

## **2.0 Scope of Services**

CLIENT agrees to engage COMPANY to perform the following services:

The Scope of Services are separated into two (2) categories; General Consultations and Capital Improvements.

### **2.1 General Consultations**

COMPANY will, at the request of CLIENT, perform certain individual routine tasks that are small in scope, and can be accomplished within a short amount of time (normally less than 40 hours). Examples include, but are not limited to:

- A. Attend meetings (i.e., CLIENT staff meetings, CLIENT Village Board/Committee meetings, or meetings with other governmental agencies on behalf of CLIENT).
- B. Perform site visits for small scale drainage or infrastructure issues.
- C. Perform bridge and/or culvert inspections.
- D. Prepare or review applications for grants or loans.
- E. Perform plan reviews, building code inspections, document reviews, or prepare recommendations regarding projects not completed by COMPANY.
- F. Provide budgeting assistance.
- G. Provide drafting/CAD/mapping assistance.
- H. Develop/review code/ordinance revisions.
- I. Provide permitting assistance for CLIENT projects.
- J. Provide other technical assistance.
- K. Respond to FOIA requests.

These routine tasks, and others like them, will not require a separate agreement, but will be bound by, and billed under, the general provisions of this AGREEMENT. COMPANY invoices for General Consultations will clearly itemize each task requested by CLIENT. In addition to including the task descriptions, each invoice will be grouped as follows to categorize the type of services being provided:

- MU01 Administration
- MU02 Plat Reviews
- MU03 Subdivision Plan Reviews
- MU04 Residential Site Plan Reviews
- MU05 Commercial/Industrial Site Plan Reviews
- MU06 Building/Plumbing Inspections
- MU07 As-Built Reviews
- MU08 Road and Bridge Engineering
- MU09 Stormwater Engineering
- MU10 Potable Water Engineering
- MU11 Wastewater Engineering
- MU12 Construction Observation – Community Development
- MU13 Construction Observation – General
- MU14 Miscellaneous

General Consultations will be billed on a Time and Material basis, unless otherwise directed by CLIENT.

## **2.2 Capital Improvements**

COMPANY will, at the request of CLIENT, provide surveying, planning, engineering, construction observation, and ancillary services for capital improvements or other large-scale projects that have a fee greater than or equal to \$15,000.00.

Capital Improvements will be governed by separate Professional Services Agreements (PSAs) that clearly define the scope of services and fees. Each PSA will be submitted for review and approval by CLIENT.

Capital Improvements will be billed on a Cost Plus Fixed Fee basis, unless otherwise directed by CLIENT.

## **3.0 Deliverables and Schedules Included in this Agreement**

No specific deliverables are included in this AGREEMENT. The individual tasks will determine the required deliverables (reviews, plans, reports, etc.).

The term of this AGREEMENT shall be from the date of acceptance to December 31, 2027.

## **4.0 Items not included in Agreement/Supplemental Services**

N/A

## **5.0 Services by Others**

Services by others will be determined and provided on an as-needed basis, with prior approval from CLIENT.

## **6.0 Client Responsibilities**

To be determined based on the individual tasks.

## **7.0 Professional Services Fee**

### **7.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change annually. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

### **7.2 Invoices**

Invoices for COMPANY's services shall be submitted on a monthly basis. Invoices shall be due and payable within 30 days after approval by the Village Board, and in accordance with the Illinois Prompt Payment Act.

### **7.3 Payment**

CLIENT AGREES to pay COMPANY on the following basis:

Time and material based on COMPANY's standard hourly rates current at the time the AGREEMENT is signed, or as otherwise set forth in a PSA.

## **8.0 Terms and Conditions**

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### **8.1 Standard of Care**

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### **8.2 Entire Agreement**

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

### **8.3 Time Limit and Commencement of Services**

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

### **8.4 Suspension of Services**

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of

assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

#### 8.19 Design Information in Electronic Form

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

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous

substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their 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. COMPANY and its 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 precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Construction Observation Without Design

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of their professional services.

8.27 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.28 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.29 Municipal Advisor

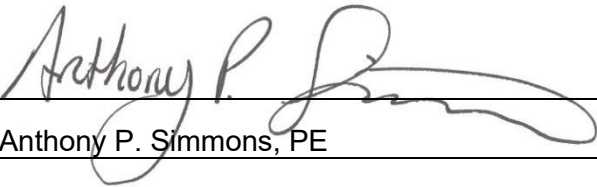
The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed AGREEMENT. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Approved By:



Printed/Typed Name: Anthony P. Simmons, PE

Title: Regional Manager – Transportation Date: September 8, 2026

VILLAGE OF SUGAR GROVE, ILLINOIS

Accepted By:

\_\_\_\_\_

Printed/Typed Name:

\_\_\_\_\_

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



**HR GREEN**  
Billing Rate Schedule  
Effective January 1, 2026

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## Professional Services

## Billing Rate Range

|                        |                     |
|------------------------|---------------------|
| Principal              | \$250.00 - \$400.00 |
| Senior Professional    | \$265.00 - \$400.00 |
| Professional           | \$180.00 - \$265.00 |
| Junior Professional    | \$110.00 - \$185.00 |
| Senior Technician      | \$145.00 - \$205.00 |
| Technician             | \$95.00 - \$160.00  |
| Senior Field Personnel | \$165.00 - \$240.00 |
| Field Personnel        | \$125.00 - \$185.00 |
| Junior Field Personnel | \$90.00 - \$135.00  |
| Senior Administrative  | \$135.00 - \$180.00 |
| Administrative         | \$50.00 - \$135.00  |
| Operators/Interns      | \$65.00 - \$165.00  |

## Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged based on \$0.90 per mile or \$95.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoices at cost plus 10%.