



Simple Scope Short Form Agreement

Project: NPDES Permit Compliance
Project No: 210703.01
Phase No(s): Permitting
Date: July 27, 2021

Client: City of Plano
Contact: Mr. Darrin Boyer
Title: Water Reclamation Supervisor
Address: 1001 S. Hale Street
City/State/Zip: Plano, IL 60545
Phone No. 630.552.8007

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

Please see Attachment A

NPDES Permit Compliance to be billed on a Time and Material basis, with a Not to Exceed fee of \$9,975.00.

General Consultation to be provided only when requested by CLIENT and will be billed on a Time and Material basis. General Consultation will be considered extra services and are not included in the above fee.

- Reimbursable Expenses Included
- Sub- Consultant Services Included
- Prepayment Required for Services to Commence

Copy To:

- Accounting
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TERMS AND CONDITIONS

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

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

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

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

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

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

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 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 agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

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

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and sub-consultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and sub-consultants to all those named shall not exceed \$ 10,000. It is



intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

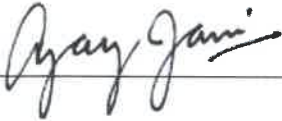
The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services 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 the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

CITY OF PLANO

HR GREEN, INC.
323 Alana Drive
New Lenox, IL 60451

Accepted by: _____

Approved by: 

Printed/
Typed Name: _____

Printed/
Typed Name: Ajay Jain, P.E., CFM

Title: _____

Title: Vice President - Principal

Date: _____

Date: July 27, 2021



ATTACHMENT A

The City of Plano (CLIENT) participates in the NPDES Phase II program which is coordinated through the Illinois Environmental Protection Agency (IEPA). As part of the IEPA's General Permit ILR-40, there are six (6) minimum control measures that require actions to be completed by CLIENT. The six (6) minimum control measures include:

- A. Public Education and Outreach
- B. Public Participation/Involvement
- C. Illicit Discharge Detection and Elimination
- D. Construction Site Runoff Control
- E. Post-Construction Runoff Control
- F. Pollution Prevention/Good Housekeeping

In May 2021, HR Green, Inc. (COMPANY) assisted CLIENT with submitting a new Notice of Intent (NOI) to the IEPA for continued coverage under the ILR-40 permit. Included in the NOI were items that CLIENT must complete to maintain compliance with the permit. CLIENT has requested that COMPANY provide assistance for maintaining compliance with the permit throughout the current permitting year which ends on March 31, 2022. This AGREEMENT does not include annual reporting, which is due to the IEPA on June 1, 2022 for the 2021/2022 reporting period, COMPANY will contact CLIENT regarding this update in April 2022. The scope below describes items that COMPANY will assist CLIENT with to maintain compliance with the permit:

A. Public Education and Outreach

COMPANY will provide CLIENT with informational articles that are readily available for CLIENT to post on CLIENT's website. This information will include information regarding climate change and stormwater pollutants impacts on water bodies. COMPANY will research additional articles and information that may be specific to CLIENT or the waterways located within the City. This task has an anticipated fee of \$358.00.

B. Public Participation/Involvement

COMPANY will prepare a PowerPoint presentation describing the NPDES Phase II program and the impacts of stormwater pollution on local waterways. The PowerPoint presentation may be presented at a City Council meeting. COMPANY will make the presentation and respond to questions from attendees. This task has an anticipated fee of \$1,409.00.

C. Illicit Discharge Detection and Elimination

Outfall Map: COMPANY will review CLIENT's existing digital storm sewer map and use the existing digital data along with development plans to generate a storm sewer outfall map. The outfall map will be used to develop an outfall prioritization plan and will be used during outfall inspections. It is assumed that CLIENT's existing GIS data accurately reflects CLIENT's storm



sewer system. Minor modifications to the GIS data are assumed to be required to incorporate outfalls identified on development plans or located during field inspections. Outfall mapping is anticipated to take approximately eight (8) hours.

Inspections: It is anticipated that there are approximately 80 outfalls within the City limits. Approximately 20% (16) of CLIENT's outfalls will be visited prior to March 31, 2022. Outfall inspections will be completed during times of dry weather when there has been no rain for the previous seven (7) days. COMPANY will complete an Outfall Reconnaissance Inventory form for 20% (16) of the identified outfalls, which will be scanned and saved digitally for CLIENT's records. Outfalls will be marked with a unique identifier using wax pencil and photographed. If new or unmapped outfalls are located during inspections, their approximate location will be added to the outfall map, a unique identifier will be assigned, and the outfall will be inspected. It is anticipated that this task will take approximately thirty (30) hours including post inspection processing.

Illicit Discharge Tracing Procedures: Additionally, COMPANY will develop written tracing procedures describing which actions shall be taken in the event that an illicit discharge is located. It is assumed that tracing procedures will take approximately four (4) hours to complete.

The Illicit Discharge Detection and Elimination task has an anticipated fee of \$6,711.00.

D. Construction Site Runoff Control & F. Post-Construction Runoff Control

Minimum Control Measures D and F shall be completed by CLIENT through the standard development permitting and inspection procedure. COMPANY does not anticipate involvement in these tasks.

E. Pollution Prevention/Good Housekeeping

COMPANY will provide training to CLIENT staff who manage or are directly involved in the routine maintenance, repair or replacement of public surfaces in current green infrastructure techniques or to implement or utilize stormwater BMPs. The training will consist of a video presentation followed by a question-and-answer session. Topics pertaining to Illicit Discharge Detection and Elimination will be incorporated into the training to allow for CLIENT to complete Outfall Inspections via in-house resources in the future should staff become available. COMPANY will provide a sign-in sheet and certificates of completion to those who attend. This task has an anticipated fee of \$1,497.00.

F. General Consultation

At CLIENT's request, on a Time and Material basis, COMPANY will complete reviews of CLIENT's existing ordinances and practices. COMPANY can provide template ordinances that can be used by CLIENT to improve upon CLIENT's existing regulatory programs. This task will be completed only at the direction of CLIENT and will be billed at a Time and Material basis.