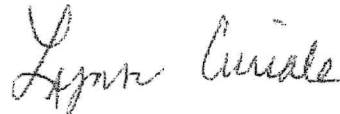


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-23-66 A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WOOD DALE AND HR GREEN FOR PHASE II ENGINEERING SERVICES FOR THE ELIZABETH DRIVE MULTI-USE PATH PROJECT IN AN AMOUNT NOT TO EXCEED \$117,953**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 2nd day of November, 2023.



Lynn Curiale, City Clerk

SEAL



Resolution #R-23-66

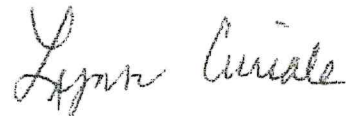
**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND HR GREEN FOR PHASE II
ENGINEERING SERVICES FOR THE ELIZABETH DRIVE MULTI-USE PATH
PROJECT IN AN AMOUNT NOT TO EXCEED \$117,953**

Passed: November 2, 2023
Published in Pamphlet Form: November 3, 2023

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-23-66

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND HR GREEN FOR PHASE II
ENGINEERING SERVICES FOR THE ELIZABETH DRIVE MULTI-USE PATH
PROJECT IN AN AMOUNT NOT TO EXCEED \$117,953**

Passed and approved by the City Council of the City of Wood Dale on November 2, 2023 and hereby published in pamphlet on November 3, 2023.



Lynn Curiale, City Clerk

SEAL



RESOLUTION NO. R-23-66

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND HR GREEN FOR PHASE II
ENGINEERING SERVICES FOR THE ELIZABETH DRIVE MULTI-USE PATH
PROJECT IN AN AMOUNT NOT TO EXCEED \$117,953**

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **HR GREEN**. for the **PHASE II ENGINEERING SERVICES FOR THE ELIZABETH DRIVE MULTI-USE PATH PROJECT**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **HR GREEN**, the Mayor and the City Council find **HR GREEN** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 2nd day of November, 2023.

AYES: 8

NAYS: 0

ABSENT: 0

APPROVED this 2nd day of November, 2023.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

**City of Wood Dale, IL
Elizabeth Drive Bikepath East Extension
Phase II Engineering**

Alan Lange
Director of Public Works
(630) 787-3761

City of Wood Dale
720 N. Central Avenue
Wood Dale, IL 60191

Ted Hamilton
Project Manager
(815) 759-8321

HR Green, Inc.
1391 Corporate Dr Suite 203
McHenry, IL 60050-5528

HR Green Project Number: 2302193

October 9, 2023

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- 8.0 TERMS AND CONDITIONS



THIS **AGREEMENT** is between CITY OF WOOD DALE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT desires to complete Phase II Engineering for the eastward extension of the Elizabeth Drive bike path from the Forest Preserve District of DuPage County (FPDDC) driveway entrance to Wood Dale Road. Additionally, the improvements include extending the path north along the west side of Wood Dale Road to the sidewalk entrance into Oakbrook Elementary School (Murray Drive). The project is nearing completion of Phase I engineering and environmental studies and the proposed improvements will be as identified in the PDR submitted to IDOT Local Roads.

The project has recently received federal funding (ITEP) for construction and right-of-way (ROW) acquisition costs. The engineering will be completed in accordance with IDOT Local Road requirements. The project will be placed on a State letting and not locally let due to the federal funding involvement. The CLIENT will utilize local funds for the Phase II engineering and preparation of the plats of highway. The ROW acquisition services (appraisals and negotiations) and ROW purchase costs will be included in a separate contract as those will be federally funded via the ITEP grant as noted above.

The CLIENT is coordinating with the FPDDC on the improvements and will execute an Intergovernmental Agreement (IGA) regarding jurisdiction, maintenance responsibilities, cost participation, use of ROW, etc.

The Final engineering services will include the development of a set of contract plans/documents, plats & legals, specifications, and special provisions, necessary to construct the bike path as indicated in the Phase I Study.

The improvements include the following areas:

A. Elizabeth Drive

The limits are from the FPDDC entrance at Salt Creek Park east to the corner of Wood Dale Road, a length of 1,600'.

B. Wood Dale Road

The limits are from the Elizabeth Drive to the entrance of Oakbrook School, essentially Murray Drive, a length of 700'.

C. Wood Dale Road at Elizabeth Drive Intersection

Improvements to the Wood Dale Road at Elizabeth Drive Intersection include the installation of ADA ramps and pedestrian signals at the northwest and northeast corners of the intersection.

D. Landscaping/Restoration

Landscaping improvements along Elizabeth Drive and at the intersection of Wood Dale Road and Elizabeth Drive will be incorporated into this project due to impacts to existing landscaping trees and planted areas. Landscaping restoration will be designed incorporated for all other areas of disturbed land due to the installation of the bike path.



1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT BLR (local roadways/streets)
- B. IDOT BLR Chapter 42 Bicycle Facilities
- C. Public Right-of-Way Accessibility Guidelines (PROWAG)
- D. CLIENT Standard Specifications
- E. Manual on Uniform Transportation Control Devices (MUTCD)

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Phase I Additional Work

COMPANY performed additional Phase I engineering tasks that were beyond that included in the scope of work and not anticipated to be required. The additional tasks include the following:

- A. The updating of the Project Development Report (PDR). IDOT required additional updates and submittals of the PDR.
- B. Additional coordination with IDOT concerning ROW, acquisition, and easements on the Forest Preserve District of DuPage County (FPDDC) property.
- C. Additional coordination and exhibits related to ROW acquisition and parcel impacts.

2.2 Final Engineering

COMPANY will prepare Phase II contracts plans, special provisions, and other related documents required for project letting for the improvements as described below. The contract plans will be developed in accordance with IDOT Federal contract requirements.

A. Cover Sheet

The cover sheet will include job information, location map, and CLIENT signature.

B. General Notes, Index of Sheets, and Highway Standards

Include general notes and listing of IDOT Highway Standards.

C. Summary of Quantities

The Summary of Quantities sheets will be developed using current IDOT pay items and code numbers. This task will also include the calculation of contract quantities. Unit prices will be taken from the most current and relevant bid tabs. It has been assumed there will be up to 80 pay items.

D. Typical Sections

Existing and proposed typical sections will be developed for the path. It is assumed that there will be one (1) sheet of existing and one (1) sheet of proposed typical sections. The latest IDOT Mixture Control Table will be included.

E. Schedules of Quantities

A breakdown of major items will be included in the Schedules of Quantities. Tables will include pay item numbers and titles, locations, stations, and quantities. It has been estimated that up to 10 pay items will be scheduled.



F. Alignment and Ties

Alignment and ties sheet will be developed for the project. Information to be shown includes stationing, curve data, alignment coordinates, and benchmarks. Alignment and Ties plan sheet will be prepared at 1" = 100' scale.

G. Maintenance of Traffic

For this project it has been anticipated that detailed maintenance of traffic plans and details will NOT be required. The majority of work is being performed outside of the pavement area and only temporary daytime lane closures will be required, as needed. The temporary daytime closures will be in accordance with IDOT Highway Standards. The relevant IDOT Highway Standards associated with temporary daytime lane closures will be included in the contract plan/bid document package. Access to active properties will be maintained during construction.

A general maintenance of traffic sheet will be developed which will include construction staging notes and typical sections.

H. Removal Plans

Removal plans will be prepared that will detail all items proposed for removal. The sheets will be at 1" = 50' scale and be double-paned, detailing existing conditions and removals in each view. These sheets will include, but will not be limited to, tree removal along Elizabeth Drive and at the intersection with Wood Dale Road, utility impacts, and land/hardscaping elements, lighting and signage at the entrance of Brookwood on the Green.

I. Path Plan and Profile

The plan and profile sheets developed as part of the Phase I engineering will be utilized for the contract plan development. Additional details, callouts, and notation will be added to the plans for clarification. The proposed drainage improvements are limited to installation of driveway culverts and shaping/cutting swales. The drainage improvements will be included on the Path Plan and Profile sheets.

J. Erosion Control Plans

To ensure that any runoff is filtered prior to leaving the construction areas, an erosion control plan will be prepared. Erosion control measures and best management practices (BMPs) could/will include silt fence or filter socks, ditch checks, temporary seeding, excelsior blanket, and mulching as needed. The erosion control plans (1" = 50' scale) will be prepared for the project limits and consist of double-paned plan view drawings detailing temporary erosion control measures.

K. ADA Ramp Details

ADA ramp details will be prepared for three (3) locations as indicated below. ADA ramps have recently been installed in the NE and NW corners of the Wood Dale Road at Elizabeth Drive intersection and will remain. Ramps will be installed at locations with signed stop control. The details will be prepared in accordance with the latest IDOT details and guidelines/requirements. The plans will be developed at 1" = 20' scale. Based on existing topography it is anticipated that all ramps will meet ADA standards and not require the completion of Maximum Extent Practicable (MEP) forms. The ADA ramps include the following three (3) locations:

1. Wood Dale Road at Elizabeth Drive - NW – 1 Ramp
2. Wood Dale Road at Elizabeth Drive - NE – 1 Ramp



3. Forest Preserve Entrance at Salt Creek Park Forest Preserve – 1 Ramp

L. Pavement Marking and Signing

Pavement markings and signing will be combined on one (1) set of plan sheets at 1" = 50' scale. They will consist of a double-paned plan view, detailing pavement markings and signage.

M. Restoration and Landscaping

The restoration improvements will be comprised of restoring disturbed areas with sod and/or seed. The restoration plans will be at 1" = 50' scale and consist of a double-paned plan view.

The landscape improvements will include an enhanced landscaping area along Elizabeth Drive adjacent to the Brookwood Condominiums west of the northwest corner of Elizabeth Drive and Wood Dale Road intersection. A landscape concept plan will be developed and coordinated with the condo homeowner's association during Phase II engineering. After approval of the landscape concept, a detailed landscape plan will be developed. Additionally, since the existing landscaping bed in the northwest corner of the intersection will be impacted by the new bike path, landscaping modifications will be required at this location as well. The extent of the landscaping modifications required in the northwest corner is not known, so for the sake of scope/fee development COMPANY is assuming a complete new landscape plan be developed. It has been assumed that no detailed landscape plans will be prepared as part of the Brookwood entrance sign relocation (landscape, hardscape, and lighting too) off of Wood Dale Road. Brookwood Condos/Townhomes Association will be provided with compensation for impacts at this location. If the desire is to move the signage to the NW corner of Elizabeth Drive and Wood Dale Road, COMPANY landscape plan in that corner will be more robust, but the associations can use their impact money to develop any signage, hardscape, and lighting needs in the new landscape bed. The landscape plans will be at 1" = 20' scale.

N. Pedestrian Traffic Signals

New pedestrian signals will be installed on the existing traffic signal at the Wood Dale Road at Elizabeth Drive intersection. The work will include design necessary to add pedestrian signals and countdown timers. This work will include coordination with DuPage County DOT (DuDOT) as necessary for review and approval of the plans.

O. Cross-Sections

Cross-sections will be provided at 50-foot intervals along the path, at driveways, and at other critical locations. Information to be provided includes ROW, centerline of roadway, edge of pavement, swale elevations, edge of path elevations, cut and fill areas, locations of unsuitable material, and proposed storm sewer. The scale will be 1:5V and 1:10H.

P. Miscellaneous Details

Tasks will include the development of miscellaneous path and drainage details and management of CLIENT and IDOT Standard Details. Will also include any construction related details received from utility companies for protection of their facilities during construction.



Q. Project Specifications and Estimates

1. COMPANY will prepare the following specifications and estimates (as applicable):
 - Supplemental Specifications and Recurring Special Provisions.
 - Project Specific Special Provisions (includes applicable District 1 special provisions).
 - BDE Special Provisions.
 - BLR Special Provisions.
2. COMPANY will prepare an Engineer's Opinion of Probable Cost (EOPC).
3. COMPANY will prepare an Estimate of Time (EOT) needed for construction of the proposed improvements.

R. Submittals

During the development of the contract plans and specifications, COMPANY will make two (2) submittals: Pre-final (90%), and Final (100%). The pre-final and final submittals will be made to CLIENT, IDOT, DuDOT, and utilities. Comments received will be addressed and a disposition of comments will be prepared and submitted with subsequent submittals.

1. The submittals will include the following items:
 - a. Cover Sheet
 - b. Index/General Notes/Standards
 - c. Path Typical Sections
 - d. Alignment and Ties (100 scale)
 - e. Maintenance of Traffic – Notes and Typical Sections
 - f. Removal Plans (50 scale)
 - g. Path Plan and Profile Sheets (50 scale)
 - h. Erosion Control Plans (50 scale)
 - i. ADA Ramp Details (20 scale)
 - j. Pavement Marking and Signing Plans (50 scale)
 - k. Restoration and Landscape Plans (50 scale);
 - l. Traffic Signal Plans (Pedestrian) (20 scale)
 - m. Cross-Sections every 50 feet, including driveways, and side streets
 - n. Miscellaneous Details
 - o. IDOT Standard Details
 - p. Special Provisions
 - q. EOPC
 - r. Estimate of Time

COMPANY will submit the following to CLIENT, IDOT, and DuDOT for review and comment at the pre-final and final submittals:

- a. Three (3) 11" x 17" paper copies of the contract plans
- b. Three (3) copies of the special provisions
- c. Three (3) copies of the EOPC
- d. Three (3) copies Estimate of Time

S. Environmental

During Phase I engineering the project received the necessary environmental clearances from IDOT. It is anticipated that the project will go to letting prior to any of



the clearances expiring and additional environmental coordination with IDOT will not be required.

The review for special waste was completed during Phase I and certification obtained with a signed 662 Report. It has been assumed that no additional Special Waste coordination or testing will be required. Intent is to keep any cut material onsite and incorporated into the site grading.

A requirement of the IDOT Biological Clearance is that trees three inches or greater in diameter shall not be removed between the dates of April 1 through September 30 of any construction year. It has been assumed that the CLIENT will remove the trees with their own forces or CLIENT will let a separate construction contract within the time frame of October 2023 to March 2024. If a separate construction contract is necessary, the additional effort can be covered on a Time and Material basis after acknowledgement and acceptance by the CLIENT.

2.3 Permitting

Agency coordination will be required to obtain permits to construct this project.

A. DuPage County Division of Transportation (DuDOT)

Initial coordination with the DuDOT was completed during Phase I. An initial Highway Permit application was submitted to DuDOT. Submittals to DuDOT will be made to obtain their approval of the project and a Highway Permit.

B. NPDES Permit

It is assumed that disturbance will be greater than one (1) acre and a National Pollutant Discharge Elimination System (NPDES) permit will be required.

C. Forest Preserve District of DuPage County (FPDDC)

The CLIENT is coordinating with the FPDDC on the improvements and will execute an Intergovernmental Agreement (IGA). No permit from FPDDC will be required.

D. DuPage County Storm Water

This project will include the construction of additional impervious area. It has been assumed that CLIENT will issue their own Stormwater permit since they are a Home Rule Community and coordination with DuPage County Stormwater will not be required.

2.4 Utility Coordination

As part of the Phase I, initial coordination with utilities was completed. Magellan pipeline had limited response to the proposed improvements. COMPANY will continue to coordinate with franchise utility companies as part of the Phase II (design) engineering.

The path improvements will require some minor utility adjustments, telephone pedestals and structure adjustments. Direct coordination with the respective owners of the various franchise utilities will be conducted such that any conflicts are resolved prior to construction. The pre-final and final plans will be sent to the various franchise utility companies having facilities within the project corridor to review the proposed improvements and address any conflicts prior to construction.

Coordination has been ongoing with Magellan Midstream Partners, and they requested that CLIENT pot-hole and obtain depths to confirm the location of their pipeline. The proposed improvements will not reduce cover over the pipeline and assumed will not need to



complete this task.

2.5 Meetings and Coordination

COMPANY will attend the following meetings and field checks:

- A. Meetings - Status/coordination meetings will be held to discuss the project. These meetings will take place virtually unless noted otherwise.
 - 1. CLIENT – Kickoff (1) and Coordination/Status (3) - 4 meetings (2 people).
 - 2. CLIENT – City Council Meeting – one (1) meeting (2 people).
 - 3. IDOT – Phase II Kick-off Meeting - one (1) meeting (2 people).
 - 4. Homeowners Association – two (2) meetings (2 people).
 - 5. Oakbrook School - one (1) meeting (2 people).
 - 6. Forest Preserve District of DuPage County - one (1) meeting (2 people).
- B. Project Coordination and Correspondence

COMPANY will conduct general coordination throughout the project with CLIENT and other stakeholders. This item includes, but is not limited to letters, telephone and e-mail correspondence. This item also includes meeting preparation and/or potentially exhibits (as needed), the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.

2.6 ROW Acquisition

The CLIENT has received federal funding for ROW acquisition. IDOT has indicated that the federally eligible tasks includes ROW negotiation and acquisition costs. The preparation of plats of highway, appraisals and review appraisals are not eligible for federal funding. The ROW acquisition services for negotiations and acquisition costs will be included under a separate federally funded contract. COMPANY will complete the following ROW related tasks:

- A. COMPANY will prepare a plat of highways and legal descriptions according to IDOT Guidelines on two (2) adjacent parcels of land to be acquired for fee simple acquisition, permanent easements, or temporary construction easements identified as PINs: 03-15-312-006 and 03-16-402-013. Boundary survey will be performed on an assumed maximum of two (2) subject parcels as required to complete the proposed plat of highways. Following construction, each proposed ROW parcel will be monumented with 5/8" steel bars or other suitable markers.
- B. HDR, Inc. as a sub-consultant to COMPANY will provide ROW appraisals and review appraisals for two (2) parcels. The subconsultant's detailed scope of land acquisition services and associated fees are included below.
- C. COMPANY will answer questions pertaining to the proposed acquisitions, provide plans and meet with property owners. It has been anticipated that up to four (4) meetings (1 person) with property owners will be required.

2.7 Post Contract Coordination

The post contract coordination will include attendance at meetings and coordination with CLIENT and contractors as detailed below.

- A. COMPANY will provide copies of CADD files, quantity calculations, and documents requested by the RE and Contractor.
- B. COMPANY will review and respond to contractor Request for Information (RFI) processed through IDOT Local Roads. It has been assumed that there will be up to two



(2) RFIs.

2.8 Quality Assurance/Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification.

2.9 Administration

COMPANY will conduct general project administration throughout the duration of the project, including management and oversight of the project schedule; periodic review of the project execution; document control; scope, schedule and budget monitoring; billing and invoicing; and contract file management.

3.0 Deliverables and Schedules Included in this Agreement

3.1 The following deliverable(s) will be generated for this project and are included in this AGREEMENT:

- A. Prefinal Engineering Deliverables
 - 1. Roadway Plans, Specifications, and Estimates
- B. Final Engineering Deliverables
 - 1. Roadway Plans, Specifications, and Estimates.
- C. ROW Acquisition
 - 1. Plats of highways for two (2) parcels.
 - 2. Appraisals and review appraisals for two (2) parcels.

3.2 Project Schedule

The project schedule includes the following estimated target dates:

- A. Notice to Proceed
 - 1. November 1, 2023
- B. Engineering
 - 1. Pre-final Contract Plans – April 2024
 - 2. Final Contract Plans, Specifications and Estimates (PS&E) – June 2024
 - 3. Contract IDOT Letting – September 2024 - Dependent upon acquisition of ROW.
- C. ROW Acquisition
 - 1. Acquisition Process – November 2023 to August 2024
- D. Construction
 - 1. Construction – Spring/Summer 2025

This schedule was prepared to include reasonable allowances for review and approval times required by CLIENT and public authorities/agencies having jurisdiction over the project. The contract letting is dependent upon CLIENT receiving federal funding. This schedule shall be equitably adjusted as federal funding becomes available and the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.



4.0 Items not included in Agreement/Supplemental Services

The following items are NOT included as part of this AGREEMENT:

1. Tree Identification Survey
2. Drainage Investigations
3. Biological/T&E species impacts/mitigation
4. ROW Negotiations
5. Geotechnical Services
6. Tree removal contract
7. Utility location identification
8. Bidding Services (Project on a State Letting)
9. Construction Observation/Construction Layout

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

1. Appraisals and Review Appraisals – HDR, Inc..

6.0 Client Responsibilities

1. Provide CLIENT details and information as needed.
2. Review documents, exhibits, letters, etc. in a timely manner so as not to negatively impact the project schedule.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY salaried rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) 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 will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, 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.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the AGREEMENT. These service items are considered extra and are billed separately on an hourly basis.



7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee detailed on Exhibit A.

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 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

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 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.



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 the 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.

Ronald D. Krall

Ron Krall

Approved by: *Andrew Mrowicki*

Printed/Typed Name: Andrew Mrowicki, PE

Title: President - Transportation Date: 10/11/23

CITY OF WOOD DALE

Accepted by: *Annunziato Pulice*

Printed/Typed Name: Annunziato Pulice

Title: Mayor Date: 11/2/2023



**COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
FIXED RAISE**

Local Public Agency City of Wood Dale	County DuPage	Section Number 22-00055-00-BT
Prime Consultant (Firm) Name HR Green, Inc	Prepared By Ted Hamilton	Date 9/25/2023
Consultant / Subconsultant Name	Job Number	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Phase II Engineering, plats of highway, appraisals, and review appraisals for Elizabeth Drive Bikepath project.

CONTRACT TERM 10 MONTHS	OVERHEAD RATE 181.58%
START DATE 11/1/2023	COMPLEXITY FACTOR 0
RAISE DATE 4/1/2024	% OF RAISE 2.00%
END DATE 8/31/2024	

PAYROLL ESCALATION TABLE

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of
0	11/1/2023	4/1/2024	5	50.00%	
1	4/2/2024	9/1/2024	5	51.00%	

Local Public Agency**County****Section Number**

City of Wood Dale

DuPage

22-00055-00-BT

Consultant / Subconsultant Name**Job Number**

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Regional Director	\$86.00	\$86.00
Senior Engineer	\$86.00	\$86.00
Senior Project Manager	\$86.00	\$86.00
Lead Landscape Architect	\$68.95	\$69.64
Project Engineer II	\$54.10	\$54.64
Project Engineer I	\$42.85	\$43.28
Staff Engineer II	\$38.75	\$39.14
Staff Engineer I	\$35.80	\$36.16
Senior Design Technician	\$41.75	\$42.17
Project Land Surveyor I	\$50.90	\$51.41
Staff Land Surveyor II	\$40.25	\$40.65
Administrative Assistant II	\$31.75	\$32.07
Accounting Specialist II	\$29.25	\$29.54

Local Public Agency

City of Wood Dale

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22-00055-00-BT

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Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	600	\$0.66	\$393.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	5	\$25.00	\$125.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	500	\$0.85	\$425.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Permit Fees	Actual Cost	1	\$200.00	\$200.00
Title Commitments	Actual Cost	2	\$800.00	\$1,600.00
ROW Appraisal Report	Actual Cost			\$0.00
ROW Review Appraisal Report	Actual Cost			\$0.00
TOTAL DIRECT COSTS:				\$2,743.00

Local Public Agency

City of Wood Dale

County

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Section Number

22-00055-00-BT

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Contract Plans			Permitting			Utility Coordination			Meetings and Coordination			ROW Acquisition		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Director	86.00	3.0	0.51%	0.43	3	0.92%	0.79	0			0			0			0		
Senior Engineer	86.00	48.0	8.08%	6.95	0			0			21	31.82%	27.36	18	21.95%	18.88			
Senior Project Manager	86.00	73.0	12.29%	10.57	15	4.59%	3.94	4	22.22%	19.11	2	14.29%	12.29	14	21.21%	18.24	8	9.76%	8.39
Lead Landscape Architect	69.64	28.0	4.71%	3.28	28	8.56%	5.96	0			0			0			0		
Project Engineer II	54.64	186.0	31.31%	17.11	97	29.66%	16.21	14	77.78%	42.50	10	71.43%	39.03	31	46.97%	25.66	4	4.88%	2.67
Staff Engineer II	39.14	24.0	4.04%	1.58	24	7.34%	2.87	0			0			0			0		
Staff Engineer I	36.16	66.0	11.11%	4.02	66	20.18%	7.30	0			0			0			0		
Senior Design Technician	42.17	105.0	17.68%	7.45	94	28.75%	12.12	0			2	14.29%	6.02	0			0		
Project Land Surveyor I	51.41	40.0	6.73%	3.46	0			0			0			0			40	48.78%	25.08
Staff Land Surveyor II	40.65	12.0	2.02%	0.82	0			0			0			0			12	14.63%	5.95
Administrative Assistant II	32.07	3.0	0.51%	0.16	0			0			0			0			0		
Accounting Specialist II	29.54	6.0	1.01%	0.30	0			0			0			0			0		
		0.0																	
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TOTALS		594.0	100%	\$56.14	327.0	100.00%	\$49.20	18.0	100%	\$61.61	14.0	100%	\$57.34	66.0	100%	\$71.27	82.0	100%	\$60.96

Local Public Agency

City of Wood Dale

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Section Number

22-00055-00-BT

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Post Contract Coordination			QA/QC			Administration & Management			Phase I Additional Work			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Regional Director	86.00	0			0			0								
Senior Engineer	86.00	0			2	12.50%	10.75	2	8.33%	7.17	5	19.23%	16.54			
Senior Project Manager	86.00	3	14.29%	12.29	12	75.00%	64.50	12	50.00%	43.00	3	11.54%	9.92			
Lead Landscape Architect	69.64	0			0			0								
Project Engineer II	54.64	14	66.67%	36.43	2	12.50%	6.83	2	8.33%	4.55	12	46.15%	25.22			
Project Engineer I	43.28	0			0			0								
Staff Engineer II	39.14	0			0			0								
Staff Engineer I	36.16	0			0			0								
Senior Design Technician	42.17	4	19.05%	8.03	0			0			5	19.23%	8.11			
Project Land Surveyor I	51.41	0			0			0								
Staff Land Surveyor II	40.65	0			0			0								
Administrative Assistant II	32.07	0			0			2	8.33%	2.67	1	3.85%	1.23			
Accounting Specialist II	29.54	0			0			6	25.00%	7.39						
TOTALS		21.0	100%	\$56.74	16.0	100%	\$82.08	24.0	100%	\$64.78	26.0	100%	\$61.02	0.0	0%	\$0.00



City of Wood Dale – Elizabeth Drive MUP

HDR Engineering, Inc.

Scope of Services

May 4, 2023

HR Green (HRG) is requesting HDR provide land acquisition services to the City of Wood Dale (the City) to complete the project located at Elizabeth Drive near the Wood Dale Road intersection. HRG has informed HDR the project is impacting two (2) parcels. One parcel is owned by Townhomes of Brookwood and the City needs to acquire a partial take and a temporary easement. The other parcel is owned by Brookwood on the Greens and the City needs to acquire a temporary easement. HDR's land acquisition tasks will include the following:

- 1.0 Project Management & Administration Services
- 2.0 Title Commitments Review Services
- 3.0 Appraisal Coordination Services

SCOPE OF SERVICE REQUIREMENTS OF HDR:

1.0 PROJECT MANAGEMENT AND ADMINISTRATIVE SERVICES

HDR will perform the following services related to project management and administration:

- 1.1 HDR Monthly Project Maintenance: perform financial reviews, maintain document control, oversight of BI dashboard and Pronto process, accounting tasks for monthly billing to HRG.
- 1.2 The HDR Project Manager will attend 1 project kick-off meeting with HRG and the City, either in-person or virtual.
- 1.3 Maintain communication with HRG throughout the course of the project.
- 1.4 Maintain land acquisition status report and provide to HRG on a bi-weekly basis or upon request.
- 1.5 Prepare QAQC checklists for offer packages and 60-Day Notices.
- 1.6 The HDR Project Manager will attend 1 in-person or virtual meeting throughout course of the project with HRG and the City to discuss project updates.

2.0 TITLE REVIEW SERVICES

HDR will perform the following services related to title reviews:



- 2.1 Review title commitments and supporting documentation provided by HRG.
- 2.2 Prepare a title curative report for each parcel. Title curative reports shall be completed within 2 business days from receiving title commitments.
- 2.4 Request additional supporting title documentation and or later date title commitment.

3.0 APPRAISAL COORDINATION SERVICES

HDR will perform the following services related to appraisal coordination:

- 3.1 HDR will contract directly with an appraiser and review appraiser to provide appraisal services.
- 3.2 Prepare a preliminary acquisition cost estimate if required.
- 3.3 Order and monitor completion of two appraisal and two appraisal review reports. Target date for completion of each appraisal and appraisal review report is 60 days from issuance of Notice to Proceed to the appraiser.
- 3.4 Conduct internal QAQC review on each appraisal and appraisal review reports before submittal to HRG. Internal QAQC review shall be completed within 2 business days from receiving each appraisal and appraisal review report.
- 3.5 Submit completed appraisal and appraisal review reports to HRG for the City's review and approval. Submittal to HRG shall be completed immediately upon completion of internal QAQC review.
- 3.6 Revisions to appraisal or appraisal review report will be completed by the appraiser and or review appraiser in a timely manner.

ASSUMPTIONS:

- Coordination with IDOT is anticipated for this project according to HRG.
- HRG Green shall provide all City approvals related to initial offer amount and settlement amount in written documentation as required.
- Each title commitment and any later date title commitment shall be ordered by HRG and provided to HDR.
- Each title commitment and any later date title commitment costs shall be at the expense of HRG.
- Plat of Highways and other Right-of-Way Exhibits shall be provided to HDR by HRG.
- All title company costs necessary shall be at the expense of the City. The title company will disburse the proceeds to the property owner.

SCHEDULE:

- HRG has indicated that Right of Way clearance is needed before the end of 2024. Land acquisition shall start upon receiving Notice to Proceed (NTP) from HRG and will commence for approximately 12 months from issuance of NTP.

COST:

- \$3,400 fee for each Appraisal Report.
- \$1,750 fee for each Appraisal Review Report.