



CITY OF WOOD DALE

PUBLIC NOTICE

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, APRIL 23, 2020 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

During the COVID-19 Pandemic, anyone wishing to participate in the public meeting of the City Council may do so from another location, as City Hall is closed to the Public, to ensure the safety of the public and Staff, by Zoom Teleconferencing. The Dial-In Number for the meetings will be (312) 626-6799 and the Meeting ID will be 962-4858-7209. Anyone wishing to attend may address the City Council by sending an email to the City at PublicComment@wooddale.com by 4:00 p.m. the day of the Meeting.

STANDING COMMITTEES OF THE CITY OF WOOD DALE, ILLINOIS APRIL 23, 2020

I. PUBLIC WORKS COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. April 9, 2020 Public Works Committee Minutes
- D. Report and Recommendation
 - i. Elizabeth Drive Bridge
 - ii. Robinson Engineering contract – Pretreatment Program
 - iii. Robinson Engineering Contract – Risk and Resiliency Assessment
- E. Items to be Considered at Future Meetings
 - i. Engineering Standards – May
- F. Adjournment

**POSTED IN CITY HALL ON APRIL 17, 2020 AT 4:00 PM
LYNN CURIALE, CITY CLERK
BY: MAURA MONTALVO, CITY DEPUTY CLERK**



PUBLIC WORKS **COMMITTEE MINUTES**

Committee Date: April 9, 2020
Present: (via Conference Call): Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods & Woods
Absent: Ald. R. Wesley
Also Present: Chief Vesta
(via Conference Call): Mayor Pulice, City Manager Mermuys, A. Lange, E. Cage, B. Wilson
Meeting Convened at: 8:02 p.m.

APPROVAL OF MINUTES:

The minutes of the March 26, 2020 meeting were approved as presented.

REPORT & RECOMMENDATION

HOLIDAY DECORATIONS FOR CLOCK TOWER AREA

DISCUSSION:

Director Alan Lange reported that City Council gave direction in the past to purchase some new items and have staff set them up since using an outside firm is so expensive. He provided an attachment with several decoration options that are within budget. There is \$17,652 left from the current fiscal year, and they another \$25,000 will be added from FY2021 to purchase additional decorations if Council so desires.

Discussion ensued about the various holiday decoration choices presented. There were concerns about certain items being placed too near to the street which would create a safety hazard for those taking photo ops. Ald. E. Wesley commented that he would prefer not to make any purchases at this time due to the COVID-19 Virus and the impact it could have on the budget.

Ald. Messina asked the City Manager about using the company he had learned about while at IML. Mr. Mermuys stated that was one of the proposals staff had bought forward and City Council did not want to pursue since the cost was too high, and they preferred to have decorations done in-house. He recalled it being discussed at CIP or during budget.



VOTE:

Ald. Woods made a motion, seconded by Ald. Catalano, to approve purchasing the following Holiday decorations: 1) Two of Item No. 1 (Happy Holidays), 2) One of Item No. 5 to be placed at City Hall (Ornament); and 3) Two of Item No. 6 (Presents) to be placed on Wood Dale Road or on each side of the Clock Tower, at a total cost of \$15,915.00. A roll call vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays: None
Abstained: None
Motion: Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- Elizabeth Drive Bridge – April 23rd
- Groundwater Ordinance – April 23rd
- George Street Itasca IGA – Spring

ADJOURNMENT:

The meeting adjourned at 8:22 p.m.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 23, 2020
Subject: Phase I Engineering for Elizabeth Drive Bridge
Over Salt Creek Bridge Replacement/Rehab
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Authorize the City to Negotiate with the Highest Ranked Firm(s) for Phase I Engineering Services for Elizabeth Drive Bridge Over Salt Creek Bridge Replacement/Rehabilitation

RECOMMENDATION:

The RFP Steering Committee recommends the City negotiate with the highest ranked firm(s) for Phase I Engineering Services for Elizabeth Drive Bridge over Salt Creek Bridge Replacement/Rehabilitation.

BACKGROUND:

During its last inspection, the Elizabeth Drive Bridge was determined to be structurally deficient and obsolete. The report recommended that the three-span structure be replaced within the next five years. The anticipated construction cost of the project is \$2,594,000. The City applied for and will receive Surface Transportation Program – Bridge (STP-Bridge) funding, which may be used to fund the engineering and design related consultant services, as well as the cost of construction. The City issued a Request for Qualifications for Phase I Engineering Services for Elizabeth Drive Bridge over Salt Creek Bridge Replacement/Rehabilitation.

ANALYSIS:

Seven firms submitted their qualifications in response to the City's RFQ. Per the City's Qualifications Based Selection process, each member of the RFP Steering Committee assigned the firms point values of 1 through 10 for each of the evaluation criteria. The scores were then averaged for a committee score. Based on the results, the RFP Steering Committee established a short list of the top three firms:

HR Green: 8.42 points
Baxter & Woodman: 6.91 points
Christopher B. Burke Engineering, Ltd.: 6.31 points

Upon authorization by the Public Works Committee, the City will initiate negotiations with the highest ranked firm, HR Green, to develop a scope and fee for the project. If a scope and fee cannot be agreed upon, the second ranked consultant will be engaged in similar negotiations, and so on until an agreement is reached. HR Green has a high degree of familiarity with this project as they have been contracted by the City to conduct the past three bridge inspections as required by IDOT. They also assisted the City with securing STP-Bridge funds for this project. HR Green routinely performs this type of work and has consulted on a number of large City projects in the past with favorable results.

The RFQ, Addendum #1, and submitted qualifications can be viewed at:
<https://www.dropbox.com/sh/qtpeaw5yzrwz23g/AADoVtqPUoXbqV8AJJsQq-lea?dl=0>

DOCUMENTS ATTACHED

None



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 23, 2020
Subject: Robinson Pretreatment Program
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of an Agreement between the City of Wood Dale and Robinson Engineering for Management of the Industrial Pretreatment Program for FY 2021 in an Amount Not-to-Exceed \$123,000

RECOMMENDATION:

Staff recommends approval of an agreement between the City of Wood Dale and Robinson Engineering for management of the Industrial Pretreatment Program for FY 2021 in an amount not-to-exceed \$123,000.

BACKGROUND:

The City of Wood Dale is responsible for administering a pretreatment program for the industrial users in our service area. Due to the high quantity of work associated with managing the program, the City has previously contracted with Robinson Engineering to provide services such as providing assistance with day-to-day pretreatment operations, industrial user monitoring and reporting, managing non-compliant operations, preparing the annual Capacity, Management, Operations, and Maintenance (CMOM) Report for the two treatment plants as part of our NPDES permit requirement, as well as additional services related to the ongoing USEPA audit of our program, Non-Residential Sewer Use Survey, and Local Limits Study. These tasks are described in greater detail in the attached proposal.

ANALYSIS:

Robinson Engineering is currently providing these services to the City in a competent manner. These services are properly allocated for within the Wastewater Division operating budget. Staff has budgeted \$190,000 for WWTP regulatory compliance within Fiscal Year 2021. Task 2 – Non-Compliance Operations generates revenues in the form of fees from non-compliant users, however \$1,500 was included in this budget to account for any unforeseen administrative costs not covered by fines.

DOCUMENTS ATTACHED

- ✓ Robinson Engineering – Pretreatment Program Proposal



Municipal Expertise. Community Commitment.

January 3, 2020

Mr. Brett Garelli
WWTP Superintendent
City of Wood Dale – Water/Wastewater Treatment
269 W. Irving Park Road
Wood Dale, Illinois 60191

**RE: CITY OF WOOD DALE
Pretreatment Program Engineering Services Calendar Year 2020-2021**

Dear Mr. Garelli:

We appreciate the opportunity to continue to assist the City with its Pretreatment Program. The costs associated with the implementation for the 2020 – 2021 Program are summarized in this submittal. A description of the services associated with the implementation of the pretreatment program follows:

PRETREATMENT PROGRAM SCOPE OF SERVICES

TASK 1 – Provide Assistance with Day-To-Day Pretreatment Operations

The day-to-day implementation activities consist of a myriad of specific tasks. These tasks are identified below:

- Coordinate and prepare all correspondence to permitted Industrial Users, including review of all analytical reports.
- Review permitted Industrial Users correspondence and maintain comprehensive files.
- Coordinate scheduling with the City’s contract laboratory for sample collection and analysis. Review laboratory data and prepare permitted Industrial User letters accordingly.
- Prepare self-monitoring reports for all Permitted Industrial Users on a semi-annual basis.
- Conduct annual permitted Industrial User inspections.
- Prepare follow-up letters to permitted Industrial Users for information required during site inspections.
- Review responses from follow-up letters and prepare any additional follow-up, if required.

- Issue discharge permit applications, review applications, request additional information as necessary.
- Prepare and issue discharge permits.
- Issue spill plan update forms.
- Review spill plans and comment as necessary.
- Update Industrial User database on an annual basis to include information provided by Building Department.
- Review any additional information from the City pertaining to the new Industrial User.
- Forward copies of all necessary documents to the City relating to the new Industrial Users.
- Prepare Annual Pretreatment Program Report.

TASK 2 – Non-Compliance Operations

The tasks identified for the Non-Compliance Operations assistance will be related to only those Industrial Users not in compliance with the City's Ordinance and Enforcement Response Plan. We will continue to provide the services described below, which will allow the City to maintain compliance with the USEPA requirements.

- Coordinate and prepare all correspondence to the Industrial Users following review of analytical reports or substandard report submissions concerning non-compliant Industrial Users.
- Prepare Notices of Violation for Industrial Users who demonstrate compliance violations. Send correspondence and Notices of Violation to City for signatures.
- Prepare Notices of Reporting Violation for Industrial Users who fail to file timely responses to the analytical Notice of Violations or fail to meet deadlines set by the City. Send correspondence and Notices of Reporting Violation to City for signatures.
- Send notice to the Industrial Users who demonstrate that they have violation of analytical data.
- Prepare "Compliance Meeting" form and data for compliance meetings.
- Attend necessary compliance meetings between the City and Industrial Users.
- Review responses to Notices of Violation and prepare reports and letters related to the instances of non-compliance.

- Track compliance with the City's Enforcement Response Plan.
- Calculate permitted Non-Compliance Status quarterly for each Categorical Industrial Users.
- Prepare annual publication of Industrial Users that exhibit Significant Non-Compliance status during the previous year.
- Prepare invoices for each non-compliant industry.

TASK 3 – Capacity, Management, Operations and Maintenance Report

Prepare and submit the annual Capacity, Management, Operations and Maintenance (CMOM) Report in compliance with requirements found in the two NPDES Permits issued to the City for the North and South Plants.

TASK 4 – Pretreatment Program Additional Services

From time to time additional activities are requested to be undertaken by the regulating governmental bodies. Currently, the USEPA is in the later phases of conducting an audit of the City's pretreatment program. This has largely been a document submittal effort, but the Agency will likely require both additional information and industrial site visits with representatives of the USEPA, City and REL staff.

The Non-Residential Sewer Use Survey will be entering the final stages of the project and will be completed during the 2020-2021 fiscal year. Once the initial surveys have been received from all licensed businesses in the City, potential Industrial Users will be identified and evaluated for possible inclusion into the City's Pretreatment Program. Evaluations will include more in-depth surveys, followed up with telephone and on-site interviews.

Currently, the USEPA is reviewing the Local Limits Study submitted in 2018. During the course of the review, the USEPA will issue comments that will require a written response prior to USEPA issuing its approval of the Study. Other services would include updating the City's ordinances.

PRETREATMENT PROGRAM FEES

Task 1 - Our fee for the efforts described in Task 1 is anticipated to be \$100,000 for the twelve-month period beginning May 1, 2020. We will bill monthly for the previous months efforts at our standard hourly rates and for any expenses incurred.

Task 2 – Our fee for the efforts described in Task 2 will be billed under a separate project number at our standard hourly rates as well as for any expenses incurred. These invoices will be segregated to allow the City to use them to obtain reimbursement directly from the non-compliant industry for the associated expenses.

Task 3 – Our fee for the efforts described in Task 3 is anticipated to be \$6,500 and will be billed monthly for the previous months efforts at our standard hourly rates and for any expenses incurred under a project number separate from Task 1, when Task 3 is complete.

Task 4 – Our fee for the efforts described in Task 4 is anticipated to be \$15,000. We will bill monthly for the previous months efforts at our standard hourly rates and for any expenses incurred under a project number separate from Task 1.

We thank you for this opportunity and look forward to assisting the City of Wood Dale. If this proposal is acceptable, please sign below and on the Standard Terms and Conditions page and return one copy to my attention.

If you have any questions or concerns, please do not hesitate to contact me at your convenience.

Very truly yours,
ROBINSON ENGINEERING, LTD.

Steven G. Zehner P.E LEED-AP
Senior Project Manager

ACCEPTED: **City of Wood Dale, Illinois**

By: _____

Title: _____

Date: _____



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 23, 2020
Subject: Robinson Risk & Resiliency Assessment
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of an Agreement between the City of Wood Dale and Robinson Engineering for the 2020 Risk and Resiliency Assessment in an Amount Not-to-Exceed \$37,300

RECOMMENDATION:

Staff recommends approval of an agreement between the City of Wood Dale and Robinson Engineering for the 2020 Risk and Resiliency Assessment in an amount not-to-exceed \$37,300.

BACKGROUND:

Section 2013 of America's Water Infrastructure Act of 2018 (AWIA) requires community water systems that serve more than 3,300 people to complete a Risk and Resiliency Assessment and submit certification of its completion to the USEPA. The City has until June 30, 2021 to complete this assessment and then must recertify every five years thereafter. The assessment evaluates the vulnerabilities, threats (both natural and malevolent acts), as well as the consequences from potential hazards to a community water supply. The assessment is used to develop an Emergency Response Plan for mitigating these hazards.

ANALYSIS:

Staff budgeted \$40,000 for this assessment within the Public Utilities Division operating budget for Fiscal Year 2021.

DOCUMENTS ATTACHED

✓ Robinson Engineering – Risk and Resiliency Assessment Proposal



Municipal Expertise. Community Commitment.

Steven G. Zehner, PE, LEED AP
Cell: (815) 394-9050 Cell
Email: szehner@reltd.com

January 6, 2020

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Attn: Mr. Alan Lange, Director of Public Works

RE: Proposal for Professional Engineering Services
Risk and Resiliency Assessment- Water System

Dear Alan:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the Risk and Resiliency Assessment of the City's water distribution system. REL appreciates this opportunity to participate in this project with the City of Wood Dale. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Wood Dale is conducting a water system risk and resilience assessment (RRA) of its physical operational assets and cyber network in compliance with America's Water Infrastructure Act (AWIA). The assessment is designed to determine Wood Dale's vulnerabilities to malevolent acts, natural hazards, and proximity and dependency risks. The objective is the development of an RRA that meets all AWIA requirements and provides Wood Dale with the documentation to develop the required emergency response plan internally.

Included in this proposal are the following: Project Overview, Scope of Services, Services not Included, Payment Terms, Schedule, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The City of Wood Dale intends to comply with Section 2013 of the America's Water Infrastructure Act (AWIA) and has requested professional services related to updating their existing vulnerability assessment and general compliance with the AWIA.

2. SCOPE OF SERVICES- RISK & RESILIENCY ASSESSMENT INCLUDING CYBERSECURITY ASSESSMENT

A. Review existing Wood Dale-provided reports and information including the following:

- Existing Emergency Response Plan including provisions for training exercises
- Hazard-specific plans
- Plans to address critical customers
- Business continuity plan
- Information technology (IT) disaster recovery plan
- Local hazard mitigation plan
- Facility-specific plans and design drawings
- Current utility system information

- B. Conduct up to two one-day site visits for a visual condition assessment of Wood Dale's water supply, treatment, storage, and pumping facilities.
- C. Conduct up to three workshops with Wood Dale to discuss the risk and resiliency assessment and to gather information about procedures and functions of Wood Dale's water system.
- D. Conduct a risk and resiliency assessment in accordance with America's Water Infrastructure Act of 2018 using American Water Works Association (AWWA) - and United States Environmental Protection Agency (USEPA) - designated methods such as AWWA standards J100, G430, and G440 and the USEPA Vulnerability Self-Assessment Tool (VSAT). The assessment will be based on four major facility types (water supply transmission pipelines, water distribution mains with high consequence of failure, pump stations, and finished water storage) and up to ten reasonable threats identified by the AWWA J100 standard.
- E. Review existing water system IT infrastructure including any IT interconnects and collect Wood Dale-supplied data to prepare the AWWA cybersecurity assessment.
- F. Communicate with Wood Dale's supervisory control and data acquisition (SCADA) system consultant to collect data on how the SCADA system has been developed and what cybersecurity measures are in place.
- G. Develop a one-line diagram of Wood Dale's water system IT infrastructure and review with Wood Dale during one of the workshops listed above.
- H. Prepare a draft report summarizing the assessment including potential improvements with opinions of probable cost and potential implementation schedule and provide to Wood Dale for review.
- I. Incorporate Wood Dale's review comments as appropriate and prepare up to three hard copies of the updated report to Wood Dale, including a completion letter in accordance with America's Water Infrastructure Act of 2018 standards.

3. SERVICES NOT INCLUDED

The following services are not included in this Proposal. If such services are required, they shall be provided as at a mutually agreed upon fee before execution.

- A. **Additional Site Visits and/or Meetings:** Additional Wood Dale-required site visits or meetings will be provided through an amendment to this Agreement or through a separate proposal with Wood Dale.
- B. **Drawings and Specifications:** Final design services including drawings and specifications, if provided by REL, will be provided through an amendment to this Agreement or through a separate proposal with Wood Dale.

4. PAYMENT TERMS

For the above scope of services, REL proposes a lump sum fee of \$37,300. This fee is based on our understanding of the project and experience with similar projects. If the existing vulnerability assessment report previously prepared is available for review, the fee could be reduced by as much as \$5,000.

5. SCHEDULE

Services will begin upon execution of this proposal, which is anticipated after December 31, 2019. Services are scheduled for completion before June 30, 2021.

6. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Please let me know how you would like to proceed. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call or email with any questions regarding this proposal, or if any additional information is needed.

Respectfully yours,
ROBINSON ENGINEERING, LTD.



Steven G. Zener, PE, LEED AP
Senior Project Manager
JSP/pc

O:\Water and Wastewater Department\Proposal Resources\Water\RRA\Wood Dale Proposal RRA.docx

Accepted this _____ day of _____, 2020.

By: _____
Signature

Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.