

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-20-40 **A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR DESIGN AND CONSTRUCTION ENGINEERING FOR THE CITY HALL AND POLICE DEPARTMENT PARKING LOT IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$39,775**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 18th day of June, 2020.



Lynn Curiale, City Clerk

SEAL



Resolution #R-20-40

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND ROBINSON ENGINEERING FOR DESIGN AND
CONSTRUCTION ENGINEERING FOR THE CITY HALL AND POLICE
DEPARTMENT PARKING LOT IMPROVEMENTS IN AN AMOUNT NOT TO
EXCEED \$39,775**

Passed: June 18, 2020
Published in Pamphlet Form: June 19, 2020

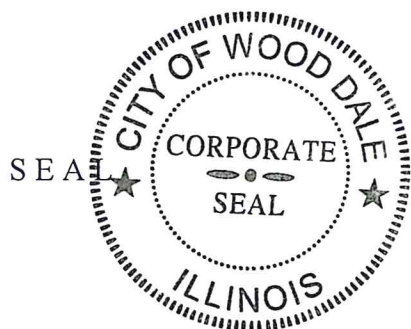
I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the
attached Resolution is a true and correct copy of #R-20-40

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND ROBINSON ENGINEERING FOR DESIGN AND
CONSTRUCTION ENGINEERING FOR THE CITY HALL AND POLICE
DEPARTMENT PARKING LOT IMPROVEMENTS IN AN AMOUNT NOT TO
EXCEED \$39,775**

Passed and approved by the City Council of the City of Wood Dale on June 18, 2020 and
hereby published in pamphlet on June 19, 2020.



Lynn Curiale, City Clerk



RESOLUTION NO. R-20-40

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR DESIGN AND CONSTRUCTION ENGINEERING FOR THE CITY HALL AND POLICE DEPARTMENT PARKING LOT IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$39,775

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 **ROBSINSON ENGINEERING** for the **CITY HALL/POLICE DEPARTMENT PARKING LOT IMPROVEMENTS**; 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 **ROBINSON ENGINEERING**, the Mayor and the City Council find **ROBINSON ENGINEERING** 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 18th day of June, 2020.

AYES: Alderman Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley, Woods

NAYS: None

ABSENT: R. Wesley

APPROVED this 18th day of June, 2020.

SIGNED: *Annunziato Pulice*
Annunziato Pulice, Mayor

ATTEST: *Lynn Curiale*
Lynn Curiale, City Clerk

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

Attn: Mr. Alan Lange, Public Works Director

RE: City Hall and Police Department Parking Lot Improvements

Dear Ms. Lange:

Robinson Engineering, Ltd. (REL) is pleased to present this proposal to provide Design and Construction Engineering for the City Hall and Police Department parking lot improvements.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, Exclusions, and Terms and Conditions.

1. PROJECT OVERVIEW

The City of Wood Dale is looking to address the drainage issues within the west half of the City Hall parking lot, which would include the installation of an underdrain and/or storm sewer system, along with resurfacing of the entire lot. In addition, the Police Department is looking to expand their parking lot approximately four to five feet to the south to allow for the construction of a sound wall and canopy to screen the police building and service area from the potential future development to the south of the police department. The preliminary estimated construction cost for the parking lot improvements is \$215,000.

2. SCOPE OF SERVICES

REL will provide the following professional services:

- Site topography of the police station parking lot to facilitate the design of the parking lot expansion and provide a site plan for use by the architect.
- Design Engineering for the following items:
 - City Hall Parking Lot underdrain/storms sewer system
 - City Hall parking Lot resurfacing
 - Police Department parking lot expansion
 - Police Department parking lot resurfacing
 - Prepare contract special provisions (Civil Related)
- Coordination with Architect
 - Provide site plan for Architect use in design of sound wall and canopy
 - Coordinate bid documents (Bidding to be done by Architect)
- Construction Engineering
 - Provide full-time construction observation
 - Documentation of contract quantities (Civil Related)
 - Review contractor payout requests (Civil Related)

We understand that it is imperative to complete the construction of this project during the current 2020 calendar year, so are committed to dedicate the necessary resources to ensure this occurs.

3. PAYMENT TERMS

Our engineering fee for the above services is proposed to be a Lump Sum of \$39,775. This has been calculated based on the following:

Design engineering/bidding:	8.50% of construction cost	\$18,275
F/T Construction Engineering:	10.00% of construction cost	<u>\$21,500</u>
	Total	\$39,775

The fee will be invoiced on a monthly basis based on percentage of work completed to date.

4. EXCLUSIONS

- Pavement Cores
- Soil Borings
- CCDD Sampling and Testing

5. TERMS AND CONDITIONS

The attached Standard Terms & Conditions are considered part of this agreement.

We thank you for the opportunity to submit this proposal for your consideration. Please feel free to contact me at (815) 412-2701 or afundich@reltd.com regarding this proposal, or if any additional information is needed.

Very truly yours,

ROBINSON ENGINEERING, LTD.



Aaron E. Fundich, PE
Executive Vice President
AF/mw

ACCEPTED AND APPROVED:

CITY OF WOOD DALE, ILLINOIS

By: Annunziato Pulice
Signature

By: Annunziato Pulice
Printed Name

Title: Mayor

Date: 6-18-2020

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.

Client's Initial: Ameyanto Relia

Date: 6-18-2020