

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-20-82 A RESOLUTION APPROVING AN AGREEMENT WITH HR GREEN DEVELOPMENT, LLC FOR THE VETERAN'S PARK LANDSCAPING PLAN IN AN AMOUNT NOT TO EXCEED \$12,000.00**

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 19TH day of November, 2020.



Lynn Curiale, City Clerk

SEAL



Resolution #R-20-82

**A RESOLUTION APPROVING AN AGREEMENT WITH HR GREEN
DEVELOPMENT, LLC FOR THE VETERAN'S PARK LANDSCAPING PLAN
IN AN AMOUNT NOT TO EXCEED \$12,000.00**

Passed: November 19, 2020
Published in Pamphlet Form: November 20, 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-20-82

**A RESOLUTION APPROVING AN AGREEMENT WITH HR GREEN
DEVELOPMENT, LLC FOR THE VETERAN'S PARK LANDSCAPING PLAN
IN AN AMOUNT NOT TO EXCEED \$12,000.00**

Passed and approved by the City Council of the City of Wood Dale on November 19, 2020 and hereby published in pamphlet on November 20, 2020.



Lynn Curiale, City Clerk

SEAL



RESOLUTION NO. R-20-82

A RESOLUTION APPROVING AN AGREEMENT WITH HR GREEN DEVELOPMENT, LLC FOR THE VETERAN'S PARK LANDSCAPING PLAN IN AN AMOUNT NOT TO EXCEED \$12,000

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 **VETERAN'S PARK LANDSCAPING PLAN**; 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 19th day of November, 2020.

AYES: 6

NAYS: 0

ABSENT: Ademan R. Wesley, Susmarski

APPROVED this 19th day of November, 2020.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk



DEVELOPMENT

Simple Scope Short Form Agreement

Project: Wood Dale Veterans Park Landscape Design Project No: 201290 Phase No(s): Date: 10/21/2020

Client: City of Wood Dale Contact: Alan Lange Title: Director of Public Works Address: 720 North Central Avenue City/State/Zip: Wood Dale, IL 60191 Phone/Fax No. 630.350.3530

1.0 Project Understanding:

The CLIENT agrees to employ HR Green Development, LLC (COMPANY) to perform the following services:

It is our understanding the CLIENT wishes to renovate the existing landscaping around their Veterans Memorial Park in Wood Dale, IL. The CLIENT'S purpose is to open the existing area, by thinning vegetation (especially some stands of trees) to provide better visual sight lines to the existing and proposed commemorative and aesthetic elements of the park. The CLIENT desires better visual accessibility of the park from the road as well as a more inviting and updated aesthetic experience for visitors to the park. Medallions are being placed on the south side of the westernmost Public Works building as part of a separate contract to commemorate the branches of the military. Specifically, the CLIENT would like to create the aforementioned sight lines to the medallions from the roadway, as well as open other views into the park space.

Review and replacement of the Compensatory Storage basin plant material is to be considered. Review and suggestions of the existing monument landscape on the south-east corner is to be considered. Review and replacement of the planting material in the tree wells within the hardscaped plaza. The noted work immediately above is beyond the initial primary areas of focus as illustrated on the exhibit provided by the CLIENT (attached).

2.0 Scope of Services

The CLIENT agrees to employ COMPANY for the below scope of services:

COMPANY will provide three (3) preliminary concept plan sketches conducive for an interactive review process with the CLIENT. The three concept plans will incorporate different site features and layouts as well as a landscape material board with representative photos depicting various options. Based on feedback from the meeting, we will refine the concepts to one (1) preferred concept to be presented to the CLIENT for their use and be the basis for the contract plan



development along with the other bid documents. The preferred concept will include a rendered plan. Upon request, a 3D rendering of the preferred plan will be generated. This service is not covered in this contract and would be completed for an additional fee based on Time & Material (T & M), if desired.

A concept level opinion of probable cost will be provided for the preferred concept plan.

If any further changes are requested after the refined concept is presented, these changes can be made for an additional fee based on T & M.

3.0 Deliverables Included in this Contract

3.1 Prints

- A) Concept 1
 - Plan sketch
 - Landscape Material Board
- B) Concept 2
 - Plan Sketch
 - Landscape Material Board
- C) Concept 3
 - Plan Sketch
 - Landscape Material Board
- D) Refined Concept
 - Rendered Plan
 - Landscape Material Board
- E) Concept Level of Probable Cost

4.0 Items not included in Agreement/Supplemental Services

The items below are not included as part of this agreement:

- Landscape Plan
- Detailed Grading/Site Engineering/Erosion Control Plan
- Construction Details and Specifications
- Lighting/Site Furnishing Design
- Site Survey
- Tree Survey
- Tree Preservation Plan
- Existing Landscape Inventory
- Construction Administration, Bid Documents, Bid Letting and Bid Review
- Construction Field Visit/Observation
- Irrigation Plan
- Engineer's Opinion of Probable Cost

Supplemental services not included in the agreement can be provided by HR Green Inc. under separate agreement, if desired.



The CLIENT agrees to employ HR Green, Inc. for the above scope of services:

Lump Sum in the amount of **\$12,000.00**

Reimbursable Expenses Included

Copy To:

Accounting

TERMS AND CONDITIONS

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

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

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

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

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

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

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

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of 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 expressed 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



DEVELOPMENT

harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

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

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

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

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

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

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

City of Wood Dale
Jeff Mermuys
City Administrator

HR GREEN DEVELOPMENT, LLC
2636 Sequoia Drive, Suite 101
Aurora, IL 60506

Accepted by: *Nunzio Pulice*

Approved by: *Ron Krall*

Printed/
Typed Name: Nunzio Pulice

Printed/
Typed Name: Ron Krall

Title: Mayor

Title: Principal/Senior Project Manager

Date: 11/19/2020

Date: 11/12/20