

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-21-75 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND HR GREEN, INC. FOR PHASE I ENGINEERING SERVICES FOR ELIZABETH DRIVE TRAIL EXTENSION PROJECT IN AN AMOUNT NOT TO EXCEED \$34,800

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 16th day of December, 2021.



Lynn Curiale, City Clerk



Resolution #R-21-75

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND HR GREEN, INC. FOR PHASE I ENGINEERING
SERVICES FOR ELIZABETH DRIVE TRAIL EXTENSION PROJECT IN AN
AMOUNT NOT TO EXCEED \$34,800**

Passed: December 16, 2021
Published in Pamphlet Form: December 17, 2021

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-21-75

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND HR GREEN, INC. FOR PHASE I ENGINEERING
SERVICES FOR ELIZABETH DRIVE TRAIL EXTENSION PROJECT IN AN
AMOUNT NOT TO EXCEED \$34,800**

Passed and approved by the City Council of the City of Wood Dale on December 16,
2021 and hereby published in pamphlet on December 17, 2021.



Lynn Curiale, City Clerk



RESOLUTION NO. R-21-75

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND HR GREEN, INC. FOR PHASE I ENGINEERING SERVICES FOR ELIZABETH DRIVE TRAIL EXTENSION PROJECT IN AN AMOUNT NOT TO EXCEED \$34,800

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, INC.** for the **PHASE I ENGINEERING SERVICES FOR ELIZABETH DRIVE TRAIL EXTENSION 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, INC.**, the Mayor and the City Council find **HR GREEN, INC.** 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 16th day of December, 2021.

AYES: 7

NAYS: 0

ABSENT: Alderman Sorrentino

APPROVED this 16th day of December, 2021.

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

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

City of Wood Dale
720 N. Central Avenue
Wood Dale, IL 60191
Client Project Number - TBD

Ted Hamilton
Project Manager
(815) 759-8321

HR Green, Inc.
1391 Corporate Dr Suite 203
McHenry, IL 60050-5528
HR Green Project Number: 211418

November 5, 2021

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THIS AGREEMENT is between City of Wood Dale, IL (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT desires to complete Phase I (PH I) Preliminary Engineering & Environmental Studies for the eastward extension of the Elizabeth Drive Bikepath Path from the Forest Preserve District of DuPage County (FPDDC) driveway entrance to Wood Dale Road. Additionally, the study would include extending the path north along the west side of Wood Dale Road to the southern Driveway into Oakbrook Elementary School.

The reason for performing the PH I study is in anticipation for receiving federal funding assistance for constructing this project. Safe Routes to School (SRTS) funding has been applied for, as has ITEP funding previously. Any federal funding will require the NEPA PH I engineering process to be followed to be eligible to utilize the federal funding. Some funding mechanisms are tied to timeframes from the moment a CLIENT is awarded the funding. Some of these timeframes to utilize the funding are aggressive. As such, it is the prudent course of action to initiate the PH I process. At a minimum this project, even though seemingly straight forward in nature, will require time (at least through the summer of 2022) to get through the environmental studies portion/process of the project and receive the environmental signoffs. After completion of PH I engineering, PH II, Design Engineering, will be required. Even though this should be a quicker process, it will take time as well and it is important to be as close to completion of PH I if/when funding is awarded.

1.2 Design Criteria/Assumptions

We will be following the IDOT Bureau of Local Roads requirements, Chapter 42 Bicycle Facilities.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

COMPANY will perform the following tasks to complete the PH I Studies process:

- **Topographic Survey:** 1,600' along Elizabeth Drive from FPDDC drive east to corner of Elizabeth Drive/Wood Dale Road. Survey will be full width roadway survey since the path may have to be placed on the south side of the road (desire is the north side). An additional 500' of survey will be required north along the west side of Wood Dale Road from edge of pavement to right-of-way (ROW) line to design path up to the schools' driveway. Distances for survey lengths have been rounded and it has also been assumed survey of the entire intersection is needed in case of any signal work required (ped signals). **Estimated Cost: \$4,800**
- **Data Collection:** Various data collection (crashes, flooding history, utility info (franchise & City), etc.) **Estimated Cost: \$1,400**



- **Environmental Survey Request (ESR):** Since the CLIENT intends to utilize federal funding, IDOT will require the submittal on an ESR. COMPANY will complete the IDOT ESR form along with required exhibits – aerial of site with ESR limits, location map, and wetland map. The ESR package will be submitted to IDOT for processing. It has been assumed that a wetland delineation will not be required as maps indicate no wetlands along the north side of Elizabeth Drive or along the west side of Wood Dale Road. **Estimated Cost: \$1,500**

- **Geometrics:** One path design will be developed along the north side (assumed) of Elizabeth Drive and the west side of Wood Dale Road. The design will include: plan, profile, typical cross-sections, and templated cross-sections. COMPANY assumes 15 cross-sections along Elizabeth, north side of road and 5 along Wood Dale – west side of the road every 100'. Determination of ROW impacts (TEs, PEs, and FSA) will also be evaluated, if any. Assume one design and two submittals of the path geometry will be required to IDOT. It is anticipated that the design will be able to fit onto two plan sheets at 50 scale. The plan sheets will be dual paned with the plan on top and the profile on the bottom pane. **Estimated Cost: \$7,300**

- **Drainage:** Since the project does not involve a State route, an IDOT Location Drainage Study (LDS) will not be required. The corridor currently drains via sheet flow to ditches which will remain. A preliminary drainage review of the corridor will be completed. The zone AE floodplain is west of the project limits and the ground elevation east of the entrance is assumed to be higher than the Base Floodplain Elevation (BFE), so no fill in the floodplain is expected and thus, no compensatory storage will need to be provided. There are no cross culverts that will require modification/modeling, driveway culvert(s) on Wood Dale Road will be replaced in kind as necessary.

The drainage related work will be completed to ensure conformance to the latest DuPage County Stormwater Ordinances. COMPANY will complete the following drainage tasks:

 - A. A review of the corridor will be completed. It has been assumed that existing outlets are suitability and will remain.
 - B. The bikepath will be drained via sheet flow off into ditches and swales. No storm sewer will be used to drain the path. Design criteria will be established in consultation with CLIENT.
 - C. Detention will not be necessary since the proposed bikepath is less than sixteen feet (16') wide. It is assumed that the path within the project limits will be 10' wide.
 - D. It is assumed that there are no existing drainage problems. Thus, no work is expected to correct any existing problems.
 - E. Since the CLIENT is a Certified Community, CLIENT can approve the drainage work and stormwater permitting required for this project. No coordination will be required with DuPage County Stormwater Management Commission (SMC). **Estimated Cost: \$1,300**

- **Various Coordination:** There will be substantial coordination required with numerous agencies and entities. Listed is the majority of those involvements: IDOT (BLR), FHWA,



CLIENT, FPDDC, School (Oakview), DuDOT (intersection with Wood Dale Road), and property owner(s). It has been assumed that this coordination will occur via video conference and in person meetings will not be required. COMPANY will also attend one Council Meeting to present the project. **Estimated Cost: \$4,900**

- **Public Involvement Meeting (PIM):** Host one Open House PIM to present the proposed path design. COMPANY assuming it can/will be hosted either at the Junior High or CLIENT's City Hall (no cost). Assumed notification will be via post cards, email, placement on CLIENT's Website, and announcement at a Council and/or Committee Meeting. Preparation of Exhibits and attendance by two staff. Based upon project schedule, COMPANY will attempt to combine this PIM with the Elizabeth Drive Bridge project PIM and conduct a single meeting. Below cost is based upon holding a separate meeting, if meetings can be combined (based on readiness), the cost shown can be reduced by \$3,500. **Estimated Cost: \$5,400**
- **Project Design Report (PDR):** Complete a PDR for this project (BLR Form 22211). Assume draft and updates based on two IDOT reviews before approval. **Estimated Cost: \$6,500**
- **Project Management/Administration:** Progress Report, invoicing, internal meetings. **Estimated Cost: \$1,700**
- **TOTAL COST: \$34,800**

3.0 Deliverables and Schedules Included in this Agreement

COMPANY anticipates the PH I process to take approximately nine (9) months to obtain approval from IDOT. This is mostly due to having to follow the NEPA process in anticipation of receiving federal funding. Due to the NEPA process, we will need to coordinate the project through IDOT Local Roads and go through the ESR process that will check and clear environmental categories. Those categories are: Special Wastes, Cultural, Biological/Threatened & Endangered Species, and Wetland. Although we do not anticipate any of these being an issue IDOT signoffs normally take a minimum of six months to obtain and will not be received until at least summer 2022.

Estimated Schedule:

- Task 1 – Approval of the Contract, early December, 2021
- Task 2 – Kickoff Meeting, early December, 2021
- Task 3 – Survey, December (mid-December, 1 Week)
 - – Data Collection, December, 2021 – mid January, 2022
- Task 4 – ESR Submittal to IDOT, December, 2021 (after survey)
- Task 5 – Develop bikepath plan, January/February, 2022
- Task 6 – Initiate drainage review, February/March, 2022
- Task 7 – Various coordination, will start in January, 2022 – June, 2022
- Task 8 – Public Involvement Meeting, Spring, 2022
- Task 9 – Council Meeting, June, 2022



- Task 10 – Wrap up PDR and get Design Approval, Summer, 2022

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the 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:

- Wetland Delineation
- Location Drainage Study
- DuPage County Stormwater Coordination/Permitting
- Geotechnical Services
- 4(f) Documentation
- Preliminary Site Investigation (PSI)
- Contract Plans

Supplemental services not included in the AGREEMENT can be provided by COMPANY via supplement or under separate agreement, if desired or determined to be required.

5.0 Services by Others

Special Waste review and signoff will be required by DOT to obtain Phase I approval. Work will include site review and completion of a LPC 662 or LPC 663. COMPANY plans to have Winston Engineering to perform this service. Geotechnical services will be required, but we will engage those services during the design phase, PH II engineering.

6.0 Client Responsibilities

- Coordinating schedule for Kickoff Meeting once PSA approved and NTP.
- Provide existing utility info and other relevant data
- Timely review of drafts provided by COMPANY
- CLIENT will host PIM, if not combined with Bridge Replacement Project, either at Wood Dale Junior High School or in the Council Chambers

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly 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 to do the services of the CLIENT prior to performing said services.

7.4 Exclusion

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

7.5 Retainer

No retainer.

7.6 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and Materials in the not to exceed amount of: **\$34,800**.

***If the PIM is combined with the Elizabeth Drive Bridge Replacement project, the fee would be reduced to \$31,300.



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 be advised to 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 ten (10) 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 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.

8.20 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.

8.21 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.

8.22 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.

8.23 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.

8.24 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.

Ron Krall, PE

Author Name

Approved by: *Ronald D. Krall*

Printed/Typed Name: Ron Krall

Title: Principal/Senior Project Manager Date: 11/5/21

CITY OF WOOD DALE

Accepted by: *Nunzio Pulice*

Printed/Typed Name: Nunzio Pulice

Title: Mayor Date: 12/16/2021