

## **AGREEMENT FOR ENGINEERING SERVICES**

**THIS AGREEMENT FOR ENGINEERING SERVICES** (hereinafter referred to as the "Agreement"), made this 15<sup>th</sup> day of March, 2017, by and between the Wheaton Park District, an Illinois unit of local government with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois 60187 (the "Park District") and Ridgeline Consultants, LLC, an Illinois corporation, with its principal place of business at 1661 Aucutt Road, Montgomery Illinois 60538 (the "Consultant"). Park District and the Consultant are hereinafter sometimes individually referred to as a "Party" or collectively as "Parties."

### **RECITALS**

WHEREAS, the Park District desires the Consultant to perform certain services for the Park District in connection with the Park District's Natural Area at Lincoln Marsh, 1000 West Madison, Wheaton, IL (the "Project"), as detailed in the Consultant's Scope of Services dated February 22, 2017, attached hereto and incorporated herein as Exhibit A (the "Scope of Services"); and

WHEREAS, the Park District wishes to retain the Consultant and the Consultant wishes to provide the services to the Park District described hereunder based on the terms and conditions set forth in this Agreement.

### **WITNESSETH**

NOW THEREFORE, in exchange for consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the Parties, the Park District and the Consultant agree as follows:

1. Consulting Services. The Park District hereby hires Consultant and Consultant hereby agrees to provide engineering services, upon the terms and conditions set forth in this Agreement and the Scope of Services (the "Services"). Consultant shall thoroughly review the Park District's program and other information furnished by the Park District and any other information which the Consultant deems necessary or advisable to determine the nature and extent of, and develop solutions to resolve, any technical or other difficulties or problems in implementing the Project and achieving successful Project completion consistent with the Park District's stated needs, goals and objectives and the Project requirements. As part of this process, the Consultant will visit the Project site and become thoroughly familiar with existing conditions, including activities and uses which will continue while the Project is in progress. The Consultant shall also review and ascertain governmental requirements applicable to the Consultant's Services and the design and construction of the Project including ascertaining timing considerations for submissions to and review by such entities. The Consultant shall

notify the Park District promptly in order not to adversely affect the proposed Project schedule, of (a) any inconsistencies discovered in the information and (b) any information or consulting services that may be reasonably needed for the Project.

Consultant's Services shall include Services made necessary by (a) failure of performance of a contractor under any contract for construction, when such defects or deficiencies in the work, or failure of performance resulted from Consultant's negligence or errors or omissions in the engineering plans which it provided for the Project, or (b) breach of the Consultant's duties or obligations under this Agreement.

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Consultant, the Scope of Services and addenda issued prior to the execution of this Agreement, if any, and any modifications made in writing and endorsed by the Parties after the execution of this Agreement. Except as provided herein, all of the terms, conditions and specifications contained in the Contract Documents are incorporated herein. The General Terms and Conditions included in Consultant's Proposal, and any references to the same in Consultant's Proposal, are hereby rejected and are not incorporated as part of this Agreement. Notwithstanding anything to the contrary, the Contract Documents, except the provisions of Consultant's Proposal which are expressly rejected in accordance with paragraph, constitutes the entire agreement between the Parties. In the event of conflict between or among the provisions of the foregoing documents relative to each phase of the Project, the provisions most favorable to the Park District shall control.

3. Term. Consultant shall complete all Services on or before March 14, 2017 and shall complete the design portion of the Services on or before December 31, 2017.

4. Performance of Work. The Consultant agrees to perform faithfully, industriously, and to the best of the Consultant's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry experts engaged in similar services, all of the duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Park District. The Consultant shall perform all of its duties hereunder according to the Park District's requirements and procedures and in compliance with all applicable federal, state and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Park District shall be the sole judge of whether the Consultant's duties are performed satisfactorily.

5. Evaluations of the Construction Work. Consultant shall visit the Project site during construction in accordance with Consultant's Proposal in order to supervise the progress and quality of the work, and to determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the engineering plans. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. After each site visit, the Consultant shall provide the Park District a written report about the progress and quality of the work, and

report to the Park District (a) any deviations from the engineering plans and from the most recent construction schedule submitted by the contractor, and (b) any defects and deficiencies in the work.

6. Payment for Services.

a. The Park District agrees to compensate the Consultant for providing the Services in the amount of seven thousand six hundred fifty and 00/100 Dollars (\$7,650.00) (the "Consultant's Fee"). The Consultant's Fee is based on the following amounts:

Wetland Delineation and Report:	\$1,500
Topographic Survey:	\$1,750
Final Engineering Design and DuPage County Stormwater Management Permit Application	\$2,950
As-Built Survey (if necessary):	\$1,450

b. The Consultant shall invoice the Park District on a monthly basis for all Services provided by the Consultant to the Park District for the preceding month. Payment of said invoices, and any late payment penalties, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505 *et seq.*).

c. Prior to final payment to Consultant, the following conditions shall be fulfilled by Consultant:

i. Consultant shall have made, or caused to have been made, all corrections and completion in the Consultant's Services which are required to remedy any defects therein or obtain compliance with this Agreement. Consultant shall, if required by the Park District, deliver a certificate to the Park District certifying such matters the Park District may reasonably require.

ii. Consultant will provide Park District releases and waivers of lien from Consultant and Consultant's consultants and sub-consultants for the performance of the Services.

iii. Consultant shall have delivered to the Park District all deliverables required by this Agreement.

7. Reimbursable Expenses. Consultants shall render invoices to Wheaton Park District from time to time for all reimbursable items such as fees, permits, bond premiums, title company charges, special travel, delivery charges, long distance cellphone calls, blueprints, and reproductions and all other charges and expenses not specifically covered by this agreement.

8. Additional Services. Except for this Agreement, there shall be no other basis for compensation for services or reimbursement for expenses rendered on behalf of the Project by Consultant ("Additional Services") unless otherwise mutually agreed upon by the Parties. In the event any other Additional Services are required, Consultant shall notify the Park District regarding the nature and extent and cost of any said Additional Services. Consultant shall not perform any Additional Services unless approved in writing in advance by the Park District.

9. Park District Responsibilities. The Park District agrees to provide all materials and other information necessary to or requested by the Consultant reasonably necessary for the Consultant to complete the delivery of the Services by the Consultant in a timely manner.

10. Park District Right to Complete the Services. Consultant shall at its own cost promptly cure any breach of its obligations under this Agreement. Should Consultant refuse or neglect to cure such breach within a reasonable time, taking into consideration the nature of the breach and its impact on the progress or the cost of the work, after receiving reasonable notice requesting such cure from the Park District, then the Park District shall be entitled to cure such breach following additional notice of such intended action to Consultant, and recover the cost of such cure from Consultant. This commitment by Consultant is in addition to and not in substitution for, any other remedy which the Park District may have at law or in equity.

11. Designated Representatives. The Park District hereby designates Steve Hinchee as the Park District's representative ("Park District's Representative") for all matters for the Park District under this Agreement and with respect to the administration of this Agreement. The Park District's Representative shall be available to the Consultant at all reasonable times for consultation with the Consultant. The Consultant shall confirm to the Park District in writing any decision made by the Park District's Representative. The Consultant hereby designates John R. Brown as the Consultant's Representative ("Consultant's Representative") for all matters for the Consultant under this Agreement and with respect to the Services to be performed by the Consultant for the Park District. The Consultant's Representative shall be available to the Park District at all reasonable times for consultation with the Park District's Representative. The Park District may conclusively rely on the decisions made by the Consultant's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

12. Ownership of Instruments of Service. Any and all documents, including but not limited to, any plans, notes, analysis, and any other documents prepared by the Consultant in the performance of its Services under this Agreement ("Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District. The Park District retains exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights.

13. Other Consultants/Sub-Consultants. Park District reserves the right to let other contracts for professional services in connection with the Project. Consultant shall cooperate

fully with any other consultants retained by Park District and shall properly coordinate the Services with those services provided by other consultants.

All agreements between Consultant and its consultants and sub-consultants shall be in writing and shall contain such provisions as shall ensure the performance of the Consultant's Services in accordance with this Agreement. Consultant shall timely pay all sums due to its consultants and sub-consultants in accordance therewith and shall not cause or permit any liens to be placed by any such consultants and sub-consultants against the property or funds of the Park District.

14. Termination. This Agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon five (5) days written notice. In the event of such termination, the Consultant will be paid for all approved Services rendered to the date of termination, and upon such payment, all obligations of the Park District to the Consultant under this Agreement shall cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of its services under this Agreement up to and including the date of termination.

The Park District shall have the right to terminate this Agreement immediately and without notice upon the Consultant's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. Upon termination due to the Consultant's breach of this Agreement, the Consultant shall pay the Park District all reasonable costs incurred by the Park District due to said breach, including the cost of obtaining replacement services. In the event of such termination, payment to the Consultant of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by the Consultant against the Park District under this Agreement, and acceptance of sums paid by the Consultant shall constitute a waiver of any and all claims that may be asserted by the Consultant against the Park District. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of their Services under this Agreement up to and including the date of termination.

If the Consultant is adjudged as bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Consultant's insolvency, or if any provision of the bankruptcy law is invoked by or against the Consultant, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, (a) terminate the employment of the Consultant and/or (b) finish the Services by whatever method the Park District may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the Services are finished and the Park District may be entitled to recover and deduct from any remaining amounts due Consultant all damages allowed by law.

15. Insurance. The Consultant shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance. The Consultant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Professional Liability Insurance. The Consultant shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$2,000,000 aggregate.

C. Business Auto and Umbrella Liability Insurance. The Consultant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. The Consultant shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Consultant waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Consultant's work.

#### E. General Insurance Provisions

(1) Evidence of Insurance. Prior to beginning work, the Consultant shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s),

executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting the Consultant from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District. Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. The Consultant shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

(2) **Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

(3) **Cross-Liability Coverage.** If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(4) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Consultant may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(5) **Sub-consultant.** The Consultant shall cause each sub-consultant employed by Consultant to purchase and maintain insurance of the type specified above. When requested by the Park District, Consultant shall furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

16. **Indemnification.** To the fullest extent permitted by law, the Consultant, its officers, directors, employees, volunteers and agents shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, suits, damages, causes of action, judgment, losses, costs and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the Services performed by the Consultant, its officers, directors, employees,



volunteers and agents under this Agreement, including but not limited to any accident, injury, damage, property loss or theft, except to the extent caused by the negligence or omission of the Park District, or arising from or in any way connected with any act, omission, wrongful act or negligence of the Consultant, its officers, director, employees, volunteers and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to the Park District. The Consultant shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of the Consultant's breach of any of its obligations under, or the Consultant's default of, any provision of this Agreement.

17. No Liability. The Park District shall not be responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation the Consultant's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the Consultant's Services and obligations under this Agreement. The Park District shall not be liable for acts or omissions of the Consultant or any of the Consultant's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Consultant.

18. Independent Contractor. The relationship between the Consultant and the Park District is that of an independent contractor. The Consultant shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. The Consultant shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. The Consultant is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

19. No Third Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or the Consultant, and/or any of their respective officials, officers and/or employees.

20. Laws, Permits, Approvals and Licenses. The Consultant shall comply with all applicable codes, laws, ordinances and regulations of the Park District, the City of Wheaton, DuPage County, the State of Illinois, and the Federal Government. Except as specified in Consultant's Proposal, Consultant shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under this Agreement. Consultant shall be responsible to the Park District for any claims, damages, losses and



expenses arising from the Consultant's failure to follow applicable laws, codes and regulations in execution of all of Consultant's Services pursuant to this Agreement.

21. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

22. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement, or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

Consultant's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Park District of the engineering plans authored by Consultant or its consultants and sub-consultants, nor shall anything contained in this Agreement be construed as a limitation on, or a waiver of, any remedies which the Park District may have at law or in equity for damages sustained or expense incurred because of, or arising out of, Consultant's errors, omissions, or failure to perform its duties or covenants in accordance with this Agreement. The grant of various rights to the Park District under this Agreement, and/or the failure of the Park District to exercise those rights do not and shall not create any responsibility or liability in the Park District for any error or omission of the Consultant in the provision of its Services.

23. Non-Assignment. This Agreement is non-assignable in whole or in part by the Consultant, and any assignment shall be void without prior written consent of the Park District.

24. Entire Agreement. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding.

25. Amendment. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.

26. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

27. Notice. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by facsimile or deposited in

the United States mail, with postage thereon prepaid, addressed to each Party at the following addresses:

If to Consultant: Jiun-Guang Lin, PE CFM  
Ridgeline Consultants  
1661 Aucutt Road  
Montgomery, Illinois 60538  
Fax: 630-701-1385

If to the Park District: Executive Director  
Wheaton Park District  
102 E. Wesley  
Wheaton, Illinois 60187  
Fax: 630-665-8946

28. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

**WHEATON PARK DISTRICT**

By:

Executive Director/ Secretary  
Board of Park Commissioners

Attest:

By:

Secretary  
Board of Park Commissioners

**RIDGELINE CONSULTANTS, LLC**

By:

Jiun-Guang Lin  
Title: President

Attest:

By:

Tammy L. Cruse  
Title

OFFICIAL SEAL  
TAMMY L. CRUSE  
Notary Public - State of Illinois  
My Commission Expires Dec 14, 2017



1661 Aucutt Road - Montgomery - IL 60538  
Tel: (630) 801-7927 - Fax: (630) 701-1385

February 21, 2017  
Revised: February 22, 2017

Via Email

Mr. Steve Hinchee  
Wheaton Park District  
1000 Manchester Road  
Wheaton, Illinois 60187  
Phone: 630-510-4976

**SUBJECT: PROPOSAL FOR SURVEYING AND ENGINEERING SERVICES ON  
PROPOSED IMPROVEMENTS AT LINCOLN MARSH, WHEATON, IL**

Dear Mr. Hinchee:

Ridgeline Consultants, LLC (Consultant) is pleased to submit its proposal to provide Surveying and Engineering services to Wheaton Park District (Client). Services are concerning proposed improvements at Lincoln Marsh in Wheaton, IL including a picnic shelter, storage, and misc. landscape items. The property is within corporate boundary of City of Wheaton.

Ridgeline Consultants, LLC offers to complete the following Professional Services for the lump sum fees as detailed below:

- |  | Fees:             |
|--|-------------------|
| <b>1. <u>Wetland Delineation and Report</u></b>  |                   |
| Our contract Wetland Consultant, Bruce Maki, will delineate the limits of the wetland on the east, north and the west of the site, meet with county staff for confirmation and consultation, prepare wetland reports and tab format in necessary for county submission.  | <b>\$1,500.00</b> |
| <b>2. <u>Topographic Survey</u></b>  |                   |
| We will prepare a Topographic Survey covering the site. The survey will be signed and sealed by an Illinois Professional Land Surveyor. This survey would include sufficient spot elevations to generate 1 foot contours over the surveyed area. We will include existing above ground structures, wetland flags, trees over 8" DBH and visible utilities as required for civil engineering design purposes. The topographic survey will be based on DuPage County elevation datum. Based on our research into Regulatory Flood Map of DuPage County, there are regulatory floodplain and/or floodway existing onsite. The limits of Regulatory Floodplain will be delineated. | <b>\$1,750.00</b> |
| <b>3. <u>Final Engineering Design and DuPage County Stormwater Management Permit Application</u></b>   |                   |
| Through Conceptual Exhibit and Preliminary Engineering Plan preparation, we will work toward the Final Engineering plan and Stormwater Management Report to be submitted to City of Wheaton and DuPage County for review and approval. No project detention nor PCBMP is anticipated and therefore not included in the scope of service. 2 public or private meetings will be attended as a part of the scope of service here. Additional meetings will be attended and invoiced to client on time and material basis. Engineer's estimate will be prepared for Letter of Credit amount assess by City.  | <b>\$2,950.00</b> |

**4. As-Built Survey (If Necessary)**

**\$1,450.00**

We will prepare an As-Built Survey and submit to City of Wheaton for final approval. Additional trip onsite due to subsequent modifications by the contractor will be taking place as an additional service and invoiced to client on time and material basis.

**EXCLUDED SERVICES:**

The following items are specifically excluded from the scope of this contract or are being provided by the CLIENT. If any of the items are deemed necessary, they can be provided at an additional fee.

1. Preparing and administering the request for, receipt of and compiling of bids and/or the lettering of contracts;
2. Service related with Public Hearing, if any, such as public notice, and public hearing sign preparation and installation.
3. Landscaping Plan preparation
4. Reimbursable such as in-house printing and postage

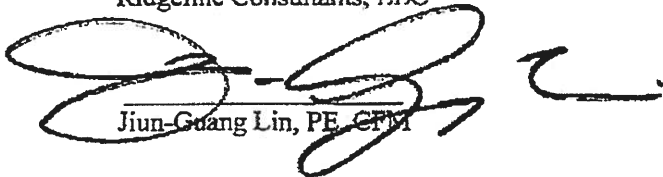
The terms of the attached Rider are hereby incorporated and made a part of this proposal. If the above is acceptable, please have this proposal executed. We will begin work as soon as we receive an executed copy.

Thank you again for the opportunity to submit this proposal, and should you have any questions or need additional information, please do not hesitate to contact us.

Very truly yours,

ACCEPTED:

Ridgeline Consultants, LLC



Jiun-Guang Lin, PE, CFM

By: \_\_\_\_\_

Date: \_\_\_\_\_



## RIDER

**CONTROLLING LAW** - This Agreement is to be governed by the law of the State of Illinois. The parties agree that any claims, disputes, actions or causes of action arising out of this Agreement or relating to the breach thereof shall be brought before a court of proper jurisdiction in Kane County, Illinois, except that Ridgeline Consultants, LLC (RC) may bring an action to enforce any lien against the Property in the county where the Project is located.

**CURE PERIOD** - If during the Project term, Client observes or becomes aware of any improper service which has been provided by RC, Client agrees to immediately notify RC of the same. RC shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement.

**RC'S RELIANCE ON INFORMATION PROVIDED** - Client agrees to provide RC with all requested information needed for RC to perform its services. RC is entitled to rely on the accuracy and completeness of any information furnished to RC by or on Client's behalf.

**PERMITS AND FEES** - Unless the Agreement specifically provides otherwise, Client shall be responsible for obtaining and paying for all applications and permits. RC does not warrant, represent or guarantee that any permits or approvals will be issued.

**PREVAILING PARTY** - In the event of a dispute amongst the parties, the parties agree that the prevailing party to such a dispute shall be entitled to receive from the other party all court costs and expenses, including reasonable attorneys' fees, which the prevailing party incurred in such action.

**ADDITIONAL SERVICES** - Authorized extra or additional work not specifically included in the Scope of Services set forth in the foregoing proposal may be performed at the hourly rates set forth below or an agreed upon lump sum fee. CLIENT shall authorize all such extra or additional work before commencement of such extra work. Line and grade stakes shall be set one time under the provisions of this Agreement. Client shall notify RC that stakes shall be needed at least two (2) working days in advance. Additional Surveying or Engineering services will be completed by RC at the hourly rates shown herein, and will be completed only after receipt of a signed or verbal authorization.

### The Ridgeline Consultants, LLC, Hourly Rates

Staff Member	Rate
Field Survey Crew	\$135.00
Professional Engineer or Land Surveyor	\$100.00
Office	\$ 50.00

**PAYMENT** - RC shall render invoices to the CLIENT from time to time as services are provided to CLIENT on a percentage of completion basis plus reimbursable expenses. CLIENT shall promptly review invoices and notify RC of any objection thereto; absent such objection in writing within twenty (20) days after the date of the invoice, the invoice shall be deemed proper and acceptable. Invoices shall be due and payable when rendered. In the event any invoice is not paid within thirty (30) days after rendering of the invoice or within the time period per the Agreement, it shall commence bearing interest at the rate of 18% per annum and CLIENT agrees to pay all accrued interest, together with the charges for services rendered. The RC, at its discretion, may suspend further performance until the default is cured and shall have the right to retain all documents and materials prepared by the RC. RC shall be entitled to recover all costs, including attorneys' fees incurred in enforcing any provision of this agreement. All payments thereafter received from Client will be credited first to interest and then to principal. In the event of a disputed or contested billing, no portion of the payment due will be withheld until written notice of the dispute or contest is given to RC and thereafter only that portion so disputed or contested may be withheld from payment, and the undisputed or uncontested portion will be paid.

**REIMBURSABLE EXPENSES** - RC shall render invoices to CLIENT from time to time for all reimbursable items such as fees, permits, bond premiums, title company charges, special travel, delivery charges, long distance telephone calls, blueprints and reproductions and all other charges and expenses not specifically covered by this agreement. In the event reimbursable items are to be paid by RC, then such charges and expenses shall be invoiced at direct cost plus 20% for handling.

**OWNERSHIP OF DOCUMENTS** - All original sketches, drawings, computations, computer files, electronic media, survey notes, plans, specifications, and other documents prepared by RC are and shall remain the property of the RC, notwithstanding the filing with a government agency. So long as CLIENT is not in default under this Agreement, CLIENT shall have the right to use copies of such materials in connection with its Project, but CLIENT shall acquire no additional rights to any of such materials. These copies may be of a reproducible nature, but will not include the original tracings or signatures.

**LIMITATION OF LIABILITY** - RC warrants that services contemplated by this Agreement shall be rendered in accordance with good professional practices consistent with the standard of the industry where the Project is located. Except as set forth above, RC makes no representation or warranty of any kind regarding the services to be rendered and specifically disclaims any warranty of merchantability or fitness for any particular purpose or that any governmental entity having jurisdiction over the Project will approve or consent to the Project or the work performed by RC. CLIENT and persons claiming through CLIENT agree to limit the liability of the RC, its agents, and employees, for all claims arising out of, in connection with or resulting from the performance of services under this Agreement to an amount in the aggregate of the amount of fees paid under this agreement. CLIENT acknowledges that the RC is a limited liability company and agrees that any claim made by the CLIENT arising out of any act or omission of any director, officer or employee of the RC, in the execution or performance of this Agreement, shall be made against the RC and not against such director, officer or employee personally.

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
03/15/2017PRODUCER (815) 962-6641  
Keystone Insurance Agency, Inc.  
513 S. Phelps AvenueTHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Rockford IL 61108-

## INSURERS AFFORDING COVERAGE

NAIC #

## INSURED

INSURER A: General Casualty Ins Co

Ridgeline Consultants, LLC

INSURER B: Hiscox Insurance

EDM And Associates Inc.

INSURER C:

1661 Aucutt Road

INSURER D:

Montgomery IL 60538-

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	CCI0607500	04/10/2016	04/10/2017	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		/ /	/ /	MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> XCU		/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY	CBA0607499	04/10/2016	04/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO		/ /	/ /	BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS		/ /	/ /	
		<input checked="" type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	
		<input checked="" type="checkbox"/> Hired Car Physical Damage	100 Comp/500 Coll Ded.	/ /	/ /	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY	CCU0607498	04/10/2016	04/10/2017	EACH OCCURRENCE \$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	\$
		<input checked="" type="checkbox"/> RETENTION \$10,000		/ /	/ /	\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CWC0607497	04/10/2016	04/10/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Professional Liability	URA105220711	06/04/2016	06/04/2017	\$3,000,000 occ
				/ /	/ /	\$3,000,000 agg
A		Railroad Prot Liabil	CCI0607500	04/10/2016	04/10/2017	\$2,000,000 occ limit

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Wheaton Park District is an additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

( ) - (630) 665-8946

Wheaton Park District  
102 E. Wesley

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Wheaton IL 60187-

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.