

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: April 6, 2018 BOT Date: April 19, 2018

TITLE: Waiver of Bids – B&F Construction Code Services (Yorktown Commons Inspections)

SUBMITTED BY: William J. Heniff, Department of Community Development

RESULTS:

Date Bids Were Published _____ Bidding Closed _____

Total Number of Bids Received _____

Total Number of Bidders Meeting Specifications _____

Bid Security Required _____ Yes _____ No

Performance Bond Required _____ Yes _____ No

Were any Bids Withdrawn _____ Yes _____ No

Explanation:

Waiver of Bids Requested? X Yes _____ No

If yes, explain:

Award Recommended to Lowest Responsible Bidder? _____ Yes _____ No

If no, explain:

FISCAL IMPACT/FUNDING SOURCE:

Budget Estimate: \$80.000/hour (\$65,000.00 in 2018 Budget)

Amount of Award \$75.00/hour

Account #101.250.260.75350

BACKGROUND/RECOMMENDATION:

Waive bids and award contract for building inspection consultant services for an amount not to exceed \$75.00 per hour for regular business hours for the Yorktown Commons Project.

Has Recommended Bidder Worked for Village Previously _____ Yes _____ No

If yes, was quality of work acceptable _____ Yes _____ No

Was item bid in accordance with Public Act 95-1295? _____ Yes _____ No

Waiver of bids – Public Act 85-1295 does not apply X Yes

REVIEW (AS NECESSARY):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X _____ Date _____

MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development

MEETING DATE: April 19, 2018

SUBJECT: **Approval of Building Inspection Consultant Services Specific to the Yorktown Commons– B&F Construction Code Services**

The Community Development Department utilizes a combination of in-house staff and professional building inspection consultant services to cover the inspection activities required as part of the construction approval process. Historically, such expenditures are made through a separate bid award process and the inspection efforts are provided for all properties needing such inspections. However, for the Yorktown Commons (Elan and Overture) projects, the amount of inspections needed later this year will far exceed the capabilities of existing staff and the traditional third-party vendor services.

To ensure that the Village is receiving the best possible rates and services, staff contacted other comparable firms that perform such services. Staff solicited proposal for three qualified firms to perform requisite building inspections for these two buildings. As the attached documents show, B&F is the lowest of three qualified firms. The following is a breakdown of the pricing received for regular business hour inspection activities:

1. B&F Construction Code Services - \$75 per hour for all types of inspections
2. TPI - \$82 per hour for multi-discipline inspections, electric and mechanical inspections; \$80 per hour for electrical inspections.
3. HR Green - \$82 per hour for all types of inspections

This contract will allow Village staff inspectors to keep inspection wait times within Village policy while the private firms keep up with the daily inspections needed at the Yorktown Commons Apartment buildings currently under construction.

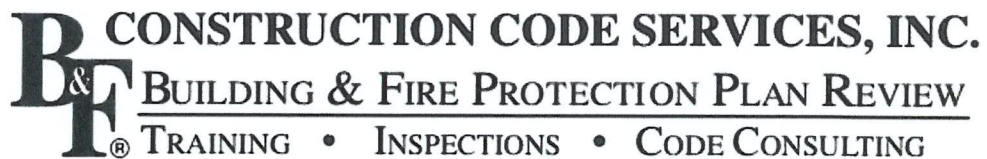
This expenditure and method of staffing this project was planned prior to issuing the permit, and accounted for within the permit fees for this project. This expenditure request was also included as part of the Community Development's 2018 Annual Budget (a \$67,000 projected cost), which was previously approved by the Village Board. Since the expenditure to this vendor will exceed \$25,000, this is being brought to the Village Board of Trustees requesting approval in accordance with Village Finance policies. Please note that if existing Village staff can perform the activities, the third-party contractor will not be utilized. However, as the inspections are likely to be

occurring during the peak construction period, the Village need to have the additional service in place.

Staff is seeking concurrence from the Village Board for approval of contractual services with B&F Construction Codes Services for inspection services at the Yorktown Commons development. B&F has competently performed assigned inspection activities and approval of the request would help ensure that the inspection processes would remain unaffected through the remainder of the 2018 for this new development.

ACTION REQUESTED:

Staff recommends that the Village Board of Trustees waive formal bidding and approve utilization of B&F Construction Code Services to perform building inspection activities on behalf of the Village at a rate not to exceed \$75.00 per hour exclusively for the Yorktown Commons project.



Village of Lombard, IL

INSPECTION PROPOSAL 50 and 55 Yorktown Yorktown Commons - Apartments

April 4, 2018

SUBMITTED TO:

Keith Steiskal
Building Official
Village of Lombard
255 E. Wilson Avenue
Lombard, IL. 60148

**PROFESSIONAL SERVICE AGREEMENT
BUILDING INSPECTIONS – Yorktown Commons – Apartments**

Services Provided

B & F Construction Code Services, Inc. will provide a Certified and/or Licensed Inspector to perform inspections within the jurisdictional limits of the Village of Lombard, Illinois. This shall include general building, mechanical, electrical, plumbing, and energy inspections.

The inspectors shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, tape measure and other equipment as determined to provide a quality inspection.

Each inspector shall utilize B & F Inspection forms or forms acceptable to the Village of Lombard.

The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

The schedule has been agreed upon between the two parties, as stated below. Schedule may change, subject to approval of both parties.

Our inspectors will be on site as follows:

A) Three (3) hours per afternoon, five (5) days a week, Monday-Friday, excluding holidays.

The general building inspections will be performed by an ICC certified inspector and all plumbing inspections shall be performed an Illinois Licensed Plumbing Inspector.

Inspections (Building, Mechanical, Electrical, Plumbing and Energy) shall be billed at the rate of Seventy Five Dollars (\$75.00) per hour for a building inspector and One Hundred and Fifty Dollars (\$150.00) per hour for Senior Administrative staff. Travel time of forty five (45) minutes shall be added to the daily time for each inspector working less than an eight hour day.

The inspector will not perform other types of inspections or services outside his/her area of qualification.

All of the B & F Construction Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Continental Casualty; and
- C. Professional Liability Insurance underwritten by Hiscox.

The Village of Lombard shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B & F Construction Code Services, Inc.

B & F CONSTRUCTION CODE SERVICES, INC.

2420 Vantage Drive • Elgin, IL 60124
Phone (847) 428-7010 • Fax (847) 428-3151

Upon acceptance, signatures of acceptance are required by at least two (2) authorized Village of Lombard officials.

Accepted By _____	Accepted By _____
Please Print _____	Please Print _____
Title _____	Title _____
Date _____	Date _____

B & F Construction Code Services, Inc.

Accepted By _____

Please Print _____

Title _____

Date _____

Professional Residential & Commercial Plan Review and Inspection Services

April 5, 2018

Mr. Keith Steiskal
255 E. Wilson Ave.
Village of Lombard
Lombard, IL 60148

Re: Yorktown Commons
50 Yorktown
55 Yorktown
Lombard, IL

Dear Mr. Steiskal,

It is our pleasure to submit this proposal to provide the Village of Lombard with inspection pricing for the above apartment project.

Inspection Schedule

- Inspections to be scheduled in the p.m. between 12:00 and 4:00.
- Inspection requests to be faxed or emailed to T.P.I. by 3:30 pm one business day prior
- Minimum 1 hour plus 1 hour travel; if 3 hours per day, travel will be reduced to ½ hour for this project

Fee Schedule for this project

Inspection Type	Normal Business Days M-W-F
Electrical Inspections	\$80.00/hour
Multi-Disciplinary Inspector for Electric/Building/HVAC	\$82.00/hour
Plumbing Inspector	\$80.00/hour

Based on the information provided three hours per day, five days a week for six months(27 weeks) an estimated fee for a multi-disciplined building inspector is \$38,745.00.

If an occasional plumbing inspector would be needed, the current rate of \$80.00/hour would be charged minimum 1 hour plus 1 hour travel.

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Please note our hourly rate for the multi-disciplined building inspector was reduced from the current rate of \$84.00/hour. The current rate has not increased in the past ten years.

Sincerely,
JoAnne Tisinai, CEO
T.P.I. Building Code Consultants, Inc.
321-325 Spruce St.
South Elgin, Illinois 60177
Phone: (630) 443-1567
Fax: (630) 443-2495
Email: tpi1@tpibcc.com

***Mission Statement:** The mission of T.P.I. Building Code Consultants, Inc. is to protect the health and safety of the public by helping to build America with code-compliant structures. We at T.P.I. blend that small firm spirit and economics with big firm savvy and skill.*



▷ 420 North Front Street | Suite 100 | McHenry, IL 60050
Main 815.385.1778 + Fax 815.385.1781

▷ HRGREEN.COM

PROFESSIONAL SERVICES AGREEMENT

For

**Village of Lombard
Building Inspections Services**

For

**50 and 55 Yorktown
(2 new apartment buildings)**

Mr. Keith Steiskal
Building Commissioner
Village of Lombard
255 E. Wilson Avenue
Lombard, IL. 60148
Phone: 630-620-5763
Email: steiskalk@villageoflombard.org

Frank Urbina, NCARB, AIA
Licensed Architect / Chief Building Official
HR Green, Inc.
420 N. Front Street
McHenry, IL 60050

HR Green Project No.: 180118.01

April, 2018



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THIS **AGREEMENT** is between the Village of Lombard (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

Upon contract approval and notice-to-proceed, COMPANY will provide CLIENT with COMPANY staff to perform Building Inspections Services as directed by the Building Commissioner. COMPANY staff will report directly to the Village of Lombard Village Hall daily as determined by CLIENT.

Basic Services:

HR Green will leverage multi-faceted staff as required to perform complete technical Building Inspections to include:

- Architectural
- Mechanical
- Electrical
- Plumbing
- Energy
- Accessibility
- Means of Egress
- Use and Occupancy
- Building Height and Areas
- Construction Type
- Fire Protection

One (1) ICC Certified Building Inspector 5 days per week, 3 hours per day reporting to the existing Building Commissioner. All HR Green staff must undergo and pass a drug test and a background check before they are hired by and/or begin working for HR Green. The background check includes a criminal background check, motor vehicle records review, educational degree confirmation, professional licensure verification, and verification of most recent employment.

COMPANY staff will report to the Building Commissioner and Village Staff and will adhere to the CLIENT'S reporting, software usage, equipment standards, personnel assignments, training and policy compliance.

COMPANY staff will be International Code Council (ICC) certified and/or have more than 8 years of experience and knowledge in their specific field of service. COMPANY staff will work in compliance with the Village of Lombard policies and adopted building codes, ordinances and amendments.

COMPANY will work and coordinate with the City's software system, if available. COMPANY will attend training on Village policies including, but not limited to software, procedures, and Village Code requirements as needed.



2.0 Scope of Services

CLIENT agrees to contract with COMPANY to perform Building Inspection Services for building projects within the Village of Lombard as directed by CLIENT as listed above.

- A. As directed by CLIENT, COMPANY staff will provide on-site and off-site (via telephone and email) consultation as required.
- B. COMPANY staff will provide the services during the Village's normal business hours between or as directed by CLIENT and will include:
 - Excellent customer service to the public as an extension of Village staff.
 - On-site and off-site problem solving and working closely with property owners through occupancy as directed by CLIENT.
 - Proficiently communicate to provide clear and concise direction as determined by CLIENT.
 - Participate with other Village departments and staff as needed and as directed by Client.
 - Incorporate and update inspection reports utilizing the Village's computer software system and/or processes.

3.0 Deliverables and Schedules Included in this Agreement

The initial contract term shall be based on a six (6) month time period beginning on or about April 16, 2018. The CLIENT shall have the right to renew the contract monthly for an additional 6 month term with all terms and conditions remaining the same.

COMPANY shall begin performing the services on April 16, 2018 after notice to proceed from CLIENT. The actual start date can be reviewed and amended to meet the needs of the CLIENT.

4.0 Client Responsibilities

CLIENT is to provide COMPANY appointed staff with a copy of all Local Municipal Codes and Ordinances with Amendments including Historical District and Subdivision and Sign requirements, standard permit, plan review and inspection forms and any other applicable forms or documents.



Village of Lombard – Estimate Based on 3 hrs./day – 5 days/week

Building Inspection Services

2018:				
Task	Personnel	Estimated Hours	Hourly Rate	Monthly Cost
Building Inspection Services	ICC Building Inspector Residential & Commercial	60 Hours / Month (15 hours / week)	\$82.00	\$4,920.00
			Estimate Total	\$4,920.00

BILL RATE FEE SCHEDULE – 2018 (As Applicable)

Task	Personnel	Bill Rate
Civil / Structural Engineering Reviews	Professional Engineer I / II	\$134 - \$165 per hour
Building Plan Reviews Residential and Commercial	State Licensed Architect / Chief Building Official / Master Code Professional	\$112 per hour
Landscaping Reviews	Licensed Landscape Architect	\$108 per hour
Building, Mechanical, and Electrical Inspections	ICC Certified Building Inspector	\$82 per hour
Plumbing Inspections	IDPH Licensed & Certified Plumbing Inspector	\$82 per Inspection
Permit / Administrative	Permit Coordinator / Admin. Assistant	\$78 per hour



5.0 Professional Services Fee

Fees

The fee for services will be based on the Basic Services as selected by client and according to COMPANY's standard hourly rate fee schedule.

Invoices for COMPANY's services shall be submitted, on a month-to-month basis. Invoices shall be due and payable upon receipt. The CLIENT agrees to pay in a timely manner following the terms of the "Illinois Local Government Prompt Payment Act, 50 ILCS 505".

6.0 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.0 Exclusion

This fee does not include attendance at public 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.

8.0 Payment

The CLIENT agrees to pay COMPANY according to the Basic Services as selected by the CLIENT.

5.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

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.

Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional Building Inspections and Plan Review 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



pay for the additional services even though an additional written Agreement is not issued or signed.

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 with a services start date as noted above or agreed to by Company and Client.

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.

Book of Account

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.

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.



Termination or Abandonment

Either party has the option to terminate this Agreement for any reason, upon 30 day 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.

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.

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.

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.

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, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

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 laws 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 to the 18th Judicial Circuit



Court of DuPage County in the State of Illinois as the proper venue for any disputes arising out of this PSA.

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 prevailing party.

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 the 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.

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 attorney's 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.

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 contract unless indicated in the Scope of Services.



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; failure of any government agency to act in 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.

Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. 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.

Hazardous Materials

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations. Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.



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 subconsultants 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 subconsultants 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.



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.

Frank Urbina NCARB, A.I.A.
Chief Building Official / Licensed Architect

Date: 04/04/18

Approved by:

Printed/Typed Name: Timothy J. Hartnett

Title: Vice President/Practice Leader
Governmental Services

Date:

Village of Lombard

Accepted by:

Printed/Typed Name:

Title:

Date: