

AGREEMENT FOR LANDSCAPE ARCHITECT SERVICES

THIS AGREEMENT FOR LANDSCAPE ARCHITECT SERVICES (hereinafter referred to as the "Agreement"), made this ~~16~~¹⁴ day of April, 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 Planning Resources, Inc., an Illinois corporation, with its principal place of business at 402 W. Liberty Drive, Illinois 60187 (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 Central Park Phase II Improvements at Central Athletic Complex, 500 S Naperville Road, Wheaton, IL (the "Project"), as detailed in the Consultant's Scope of Services dated March 16, 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 landscape architect 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 landscape architect 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 April 12, 2017 and shall complete the design portion of the Services on or before August 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 landscape architect 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 landscape architect 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 four thousand two hundred and 00/100 Dollars (\$4,200.00) (the "Consultant's Fee"). The Consultant's Fee is based on the following amounts:

Preliminary Design Development Plan:	\$4,200.00
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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. Reimbursable expenses consist of expenses pre-approved by the WPD and incurred in the interest of the project and are in addition to the Basic and Additional Services. Reimbursable expenses may include, but not be limited to, reproduction costs, postage, travel, messenger service, handling of drawings and documents.

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

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 landscape architect 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: Principal
Planning Resources, Inc.
402 W. Liberty Drive
Wheaton, Illinois 60187
Fax: 630-668-4125

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
4/26/17

PLANNING RESOURCES, INC.

By:


MICHAEL A. TAFT
Principal

Title:



**PLANNING
RESOURCES INC.**

402 West Liberty Drive
Wheaton, Illinois 60187
Web: www.planres.com
P: 630.668.3788
F: 630.668.4125

Projected Implementation Scope

Design Services Agreement:	March 16, 2017
Landscape Architect:	Planning Resources Inc. 402 W. Liberty Drive Wheaton, Illinois 60187
Client:	Wheaton Park District 1000 Manchester Road Wheaton, Illinois 60187
Project:	Central Park Phase II Improvements Professional Design Services

Compensation:

The PRI Team proposes to complete and deliver to the Wheaton Park District (WPD) a Preliminary Design Development Plan for the next phase of development for Central Park. These work products and deliverables will be performed in conformance with industry standards for the total direct and labor costs of **\$4,200.00 (Four thousand two hundred dollars and no cents)**. The fees expressed above are for total services which include labor necessary to perform the site evaluation, preparation of conceptual design refinement, design development drawings, cost estimating, construction documents, details and technical specifications, the cost of any and all transportation, and necessary direct expenses associated with the project.

The above total cost is comprised of the following Key Tasks:

1.0 DESIGN REFINEMENT/DEVELOPMENT PHASE

1.1 Meeting #1: Initiation meeting with Wheaton Park District staff

- Discuss program, schedule and budget details
- Identify revisions from the initial master plan
- Determine goals and objectives for the project
- Discuss long term maintenance requirements

1.2 DESIGN REFINEMENT

- Preparation of concept alternatives and cost comparisons for three distinct areas for Park District review – Commemorative Wall, Fountain and landscape enhancements.
- Verify and catalog salvaged building pieces from the former Central High School.
- Site Work – prepare design development plans to include review of grading and impacts to current floodplain.

1.3 MEETING #2

- Meet with WPD staff to review revised design development plans and project estimate.

**PLANNERS
ECOLOGISTS
LANDSCAPE
ARCHITECTS**

1.4 PRELIMINARY PLAN

- Based on the comments received in task 1.3, prepare a preliminary plan that includes a commemorative wall that celebrates the history of the site and Central High school. The plan will include a water feature and landscape enhancements.
- Develop options for the commemorative plaza with possible donor paving.
- Identify utilities to serve the design elements such as electric, water and sewer.

1.5 MEETING #3

- Meet with WPD staff to present the preliminary plan and cost assumptions.

Services Not Included:

Our scope of work does not include the preparation of construction documents or construction management services. The following work is not included in the scope of work, and will be compensated for a pre-agreed amount, or on an hourly basis in accordance with the current rate schedule:

- Owner / client initiate plan revisions for previously completed and approved work;
- Subsurface investigation or testing of soils;
- Site survey or topographic survey;

Client Responsibilities

The WPD will provide to PRI a topographic survey for the site. The survey shall be in AutoCAD dwg format and include the following about the site:

- Spot grade elevations and curb lines of adjacent streets, and on site pavements; existing tree locations with spot elevations and other pavement features;
 - Existing topography depicted in one foot contours; and
 - Underground utility information including sewer inverts and sizes when evident on the site or by utilizing existing District Atlases or archive drawings. *Planning resources will not be responsible for location of any underground utility that is not at the site and is not shown on District Atlases or District archived drawings provided to PRI by the WPD.*
- The WPD shall provide all information to the landscape architect required for the timely preparation of the plan.
 - The WPD shall identify objectives, schedule, and budget and provide them to the landscape architect during Task 1 identified previously.

Use of Documents

- All drawings and documents prepared by the landscape architect for this project are for the sole use with respect to this project and are the products for the services provided by the landscape architect.
- The landscape architect is the author of these drawings and documents, and retains legal, statutory, reserved rights and copyright privileges.
- The Client shall retain copies of drawings and plans and use such documents in the execution of the project.

Fee Compensation

- **Direct Costs:** Reimbursable expenses consist of expenses pre-approved by the WPD and incurred in the interest of the project and are in addition to the Basic and Additional Services. Reimbursable expenses may include, but not be limited to, reproduction costs, postage, travel, messenger service, handling of drawings and documents.

Anticipated Direct Costs	\$ 50.00
Sub Total Direct Costs	\$ 50.00

- **Labor Costs:** Compensation for Tasks 1-3 Design Layout and Construction Detailing and General Consulting Services shall be a lump sum fee as follows:

Labor Costs Task 1	\$ 4,150.00
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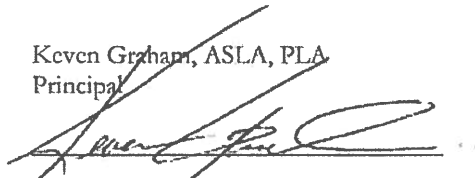
Sub Total PRI Labor Compensation	<u>\$ 4,200.00</u>
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- **Additional Meetings:** The proposal as submitted includes a total of **3 meetings**. Compensation for additional meetings and hearings not specified herein shall be performed on an hourly basis. The hourly rates for these services are as follows:

Principal	\$150.00/hr
Senior Landscape Arch.	\$120.00/hr
Landscape Architect	\$98.00/hr
CAD Drafting	\$65.00/hr
Office Services	\$59.00/hr

- The landscape architect shall submit monthly invoices for Labor and Direct Costs, and Additional Services. Accounts are payable on receipt of invoice.

Keven Graham, ASLA, PLA
Principal


Date: March 17, 2017

Michael Bernard
Executive Director

Date: _____

Mike Tait

From: Alecia Hannemann <ahannemann@wheatonparks.org>
Sent: Friday, April 21, 2017 7:11 AM
To: Keven Graham
Cc: Steve Hinchee
Subject: FW: Wheaton Park District: Contract Signature
Attachments: Agreement for Landscape Architect_PRI.pdf

Importance: High

Good Morning, Keven:

I just wanted to follow up to see if you have had time to review and sign the attached contract.



Alecia Hannemann | Administrative Assistant
630.510.4979 | wheatonparkdistrict.com
create. discover. play.

Follow Us:    

From: Alecia Hannemann
Sent: Tuesday, April 11, 2017 2:01 PM
To: 'kgraham@planres.com'
Subject: Wheaton Park District: Contract Signature
Importance: High

Enclosed is an agreement of services with the Wheaton Park District; please sign and return.
Send an updated certificate of insurance with the signed agreements, if applicable.

Sincerely,



Alecia Hannemann | Administrative Assistant
630.510.4979 | wheatonparkdistrict.com
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