



Toohey Park OSLAD Resubmittal

Wheaton Park District

July 24, 2026

Toohey Park is 7.2 acres located at 1900 Orchard Road. The building on the lot was converted to an early childhood programming school, and a tot playground was constructed when the property was acquired in 2000. Toohey Park is also home to Safety City, a large open play area, parking lot, drop-off area, and restrooms.

Due to the age of the structures and the changing needs of the community, Wheaton Park District would like to undertake some significant improvements to the park and resubmit to the IDNR during the current OSLAD grant cycle.



Updated Master Plan: Upland Design will review and update the master plan and cost estimate as needed and prepare the submission for the latest application. Updates include:

- Adjust safety city improvements to not exceed \$50,000 match amount
- Incorporate green infrastructure into the plan in the form of permeable paving near the shelter area
- Include educational signage highlighting the pond habitat
- Adjust dredging of pond as part of future project

Upland Design will attend one virtual meeting with Park District Staff to review the updated master plan, cost estimate and changes based on staff input. A digital file of the plan will be created for Board meeting and public input meeting. (1 virtual meeting)

Board Meeting and Public Input Meeting – by District Staff: It is recommended that a public meeting in this current year be held to review the updated master plan with the public to garner feedback. This can be done in conjunction with a scheduled board meeting. District staff will present the plan along with the updated cost estimate. As a public meeting, sign-in sheets will be prepared and collected for the grant application. A summary of Board and public feedback will be completed. This information will be provided by District staff who will prepare the OSLAD grant submittal.

**AGREEMENT BETWEEN CLIENT and FIRM
FOR PROFESSIONAL SERVICES
TOOHEY PARK OSLAD RESUBMITTAL
WHEATON PARK DISTRICT**

Wheaton Park District

102 E. Wesley St

Wheaton, IL 60187

Phone: 630-690-4880.....

The Client

And

Upland Design Ltd

24042 Lockport Street

Plainfield, IL 60544

Phone: 815-254-0091

The Firm

Client and Firm agree as set forth below:

1. Firm's Basic Services

The Firm agrees to provide its professional services in accordance with generally accepted standards of its profession. The Firm agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this contract. **See pages 1-2 of the proposal, for description of Professional Services.**

2. Excluded Services

Scope of services included in this agreement. Excluded services include but are not limited the following: Hydrologic/hydraulic modeling the floodplain/floodway, engineering of any kind, wetland mitigation, archeological services, environmental testing, engineering, subsurface conditions and material testing, boundary survey, topographic survey, soil borings, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees, meetings, tree survey, tree preservation plans, irrigation plans or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

3. Construction Phase Services

No construction phase services are included in the scope of this proposal and agreement.

4. Firm's Insurance

Firm carries a minimum of the following insurance:

General Liability: \$1,000,000 each occurrence	\$2,000,000 general aggregate
Automobile Liability: \$1,000,000	Umbrella Liability: \$2,000,000
Worker's Compensation: \$500,000	Professional Liability: \$2,000,000.

5. Client Responsibilities

The Client has designated Steve Hinchee, Superintendent of Planning, as the contact person for this project. The Firm will direct correspondence and information to the contact person. The Client will provide pertinent information to the Firm in a timely manner so as not to hinder or delay the Firm performing their work in a timely and cost-effective manner throughout the project. The Client agrees to provide Firm with existing base information for the site and will assist the Firm with obtaining other information as requested. The Firm will rely on this information, without liability, on the accuracy and completeness of information provided by the Client. The Client agrees to advise Firm of any known or suspected contaminants at the Project Site and the Client shall be solely responsible for all subsurface soil conditions.

6. Project Schedule

The Firm shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The Firm will attempt to make the Client aware of events that will impact the Project schedule.

7. Compensation and Payments

The Client shall pay to the firm the following lump sum of \$3,800 for the work described herein.

Reimbursable Expenses: Firm will bill direct non-payroll expenses at cost plus 0%. Examples of expenses include printing, boards, plans and handouts, postage and delivery, and tolls. Mileage will be billed at current IRS rates.

2026 Hourly Billing Rates:

Principal Landscape Architect	\$270.00
Project Manager/Sr. LA	\$208.00
Landscape Architect	\$179.00
Landscape Designer II	\$168.00
Landscape Designer	\$160.00
Construction Administrator	\$160.00
Office Administrator	\$106.00
Intern	\$ 82.00

No additional work shall be added to the contract without authorization from the Client.

8. Suspension or Termination of Services

If the Client in good faith determines that the Firm prosecutes or fails to prosecute its work in such manner as to hinder or delay the completion of the project, the Client may serve written notice to the Firm setting forth any complaint about Firm's performance of its work. The Firm shall have seven (7) days from receipt of such written notice in which to take corrective action. If the Firm fails to take appropriate corrective action within said seven (7) day period, the Client may exercise the following remedies:

- a. Terminate the Firm's services by a written notice effective on the date such written notice is served on the Firm; and,
- b. Order the remaining necessary work be done by another Firm, if desired.
- c. If the Client in good faith exercises the above remedies, Client shall be responsible to pay the Firm only for the work performed prior to termination of the contract. The above remedies shall be Client's sole and exclusive remedies in the event the Client terminates the Firm's services under this provision.
- d. The Firm may terminate this Contract upon seven days written notice. If terminated, Client agrees to pay the Firm for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay the Firm in full for services rendered or expenses incurred. The Firm shall have no liability because of such suspension of service or termination due to nonpayment.

9. Indemnification

The Firm agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client up to the amount of this contract fee for services from loss and expense, including reasonable attorneys' fees, to the extent caused by Firm's negligent acts, errors or omissions in the performance of the work under this Contract. Firm shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reason of the work done under this Contract. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Firm from any damage, liability or cost, including reasonable attorneys' fees and costs of defense arising from this project, to the extent caused by the Client's negligent acts, errors or omissions and those of its other Firms, sub-consultants or consultants (whether or not the Client is legally liable for them) or anyone for whom the Client is legally liable. In the event of joint or concurrent negligence, Firm shall bear only that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of the third parties) which caused the personal injury or damage.

10. Limitation of Liability

In any event, in recognition of the relative risks and benefits of the project, the Client and the Firm have allocated the risks such that the Client agrees that to the fullest extent permitted by law, the Firm's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Contract from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Firm's fee for the work rendered on this project.

11. Dispute Resolution

Client and Firm agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by an agreed upon mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

12. Ownership of Documents

Copies of the final documents may be retained by the Client at the completion of the project for their records in both print and digital PDF versions. All instruments of professional service prepared by the Firm, including, but not limited to, drawings and specifications, are the property of the Firm, and these documents shall not be reused on other projects without Firm's written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the Firm will be at the Client's sole risk and without liability to the Firm or its employees, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Firm from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution. The Firm reserves the right to include representations of the Project in its promotional and professional materials.

13. Governing Law

This Agreement is governed by the laws of the State of Illinois.

14. Entire Agreement and Severability

This Agreement is the entire and integrated agreement between Client and the Firm and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Firm. If any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

15. No Assignment

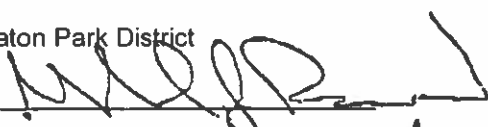
Neither party can assign this Agreement without the other party's written permission.

16. Expiration of Proposal

If this agreement is not accepted within 120 days, the offer to perform the described services is withdrawn and shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of _____, 2026.

Wheaton Park District

Sign: 

By: Michael J. Benard

Title: Executive Director

Upland Design Ltd

Sign: 

By: Michelle A. Kelly, President

