



WEBSTER, MCGRATH & AHLBERG, LTD.

LAND SURVEYING – CIVIL ENGINEERING – LANDSCAPE ARCHITECTURE

2100 MANCHESTER RD, SUITE 203, WHEATON, IL 60187

PH: 630-668-7603 FAX: 630-682-1760 WEB: WWW.WMALTD.COM

Agreement for Services

Date: March 20, 2026, revised April 10, 2026

To: Wheaton Park District
1000 Manchester Road
Wheaton, IL 60187

Attn: Steve Hinchee,
Superintendent of Planning

Re: Surveying and Civil Engineering Services
Location: Cosley Zoo Pavilion and Duck Enclosure

Per your request, we offer the following agreement to provide the following surveying and civil engineering design services for the proposed Cosley Zoo Pavilion and Duck Enclosure.

Proposed Surveying Services

- \$ 2,000 Prepare a Partial Topographic Survey of the third infield with overlap in all directions. Survey to be based on NAVD-88 datum documented with an OPUS report, as required by DuPage County.
- \$ 3,800 As-Built Survey of all three (3) infields – Following completion of the project prepare as-built survey of all three (3) infields to be used to confirm that no fill was placed on the floodplain or that adequate compensatory storage was provided.
- \$ 5,800 **Subtotal for Surveying Services (Lump Sum Fee)**

Proposed Engineering Services

Prepare Final Engineering Plans for the reconstruction of three (3) infields located in the floodplain. Plans to include a Cover Sheet, Grading and Erosion Control Plan and 3-D cross sections to show the existing and proposed elevations.


Prepare a DuPage County Stormwater Tab Submittal including Tab 3 (Floodplain Tab)

Prepare as-built engineering plans including 3-D cross sections for all three (3) infields to confirm that no fill was placed in the floodplain or that adequate compensatory storage was provided.


Civil Engineering Services will be billed on an hourly rate basis not to exceed \$5,600 (Hourly not to Exceed)

Unless otherwise specified in the above schedule this proposal does not include offsite sanitary or water main extensions, traffic signal modifications or plans, highway widening, wetland or floodplain studies. This Agreement covers the initial submittal; any revisions or change in scope due to site plan changes shall be under separate contract. The terms of the attached "Standard Provisions of Agreement between Client and Consultant", which Client hereby acknowledges receiving, are incorporated and made a part of this Agreement. **If you have any questions, please contact Mark Richards at 630-668-7619. If this agreement is satisfactory to you, please return an executed copy to us. The signed copy will serve as our agreement and authorization to proceed.**

Sincerely,
WEBSTER, McGRATH & AHLBERG, LTD.

Signed:  Date: April 10, 2026
S. Mark Richards, President

CLIENT:

Signed:  Title: Executive Director Date: 4/13/20
Printed: Michael J. Bernard Company Name: Wheaton Park District
Address: 102 E. Wesley St City: Wheaton State: IL
Phone: _____ Fax: _____ E-Mail: _____

WEBSTER McGRATH & AHLBERG, LTD.

STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

Client and Consultant agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
2. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
3. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
6. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois with exclusive venue and jurisdiction in the 18th Judicial Circuit Court.
7. Consultant shall only act as an advisor in all governmental relations and is not providing any legal advice.
8. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant and may be used by Consultant without the consent of Client.
9. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work product provided pursuant to this agreement.
10. Client and Consultant agree to cooperate with each other in every way on the project.
11. Upon written request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.
12. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant.
14. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.
15. Client agrees that in performing requested ALTA surveys in accordance with this contract, Consultant agrees to sign the statement on the survey documents as shown below and incorporated herein by this reference. In the event that Consultant is required to sign a statement or certificate which differs from that shown herein, Client hereby agrees to indemnify and hold harmless from any and all liability arising from or resulting from the signing of any statement which differs from the statement contained herein.

State of Illinois)
County of Du Page)ss

TO:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2021, AND INCLUDES ITEMS _____ AND _____ OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.
DATED THIS ____ DAY OF _____, 20____.
BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. _____
LICENSE EXPIRES: NOVEMBER 30, 20____
WEBSTER, McGRATH & AHLBERG, LTD.
2100 MANCHESTER ROAD
BUILDING A, SUITE 203
WHEATON, ILLINOIS 60187
630-668-7603

16. If the scope of services to be provided by Consultant pursuant to the terms of this agreement include the preparation of grading plans but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings and Client will be required to retain such services from another Consultant or pay Consultant pursuant to this agreement for such services as extra work in accordance with Paragraph 26.

17. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order of judgment issued by the Bankruptcy Court.

18. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

19. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-part lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

20. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. In such event Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.

21. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.

22. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client within thirty (30) days from the date of receipt of such billing, notified Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.

23. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one half percent (1.5%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

24. If Consultant pursuant to this agreement produces plans, specifications, and other documents and/or field work and such plans, specifications, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement any additional office or field work thereby required shall be paid for by Client as extra work in accordance with Paragraph 26.

25. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement such percentage increase shall be applied to all remaining compensation.

26. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work.

27. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by Client as extra work in accordance with Paragraph 26. Client acknowledges that the design work performed pursuant to this agreement is based upon field and other conditions existing at the time of preparation of Consultant's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include construction staking services by Consultant for this project, or if subsequent to this agreement Client retains other persons or entities to provide such services, Client acknowledges that such services will be performed by others and that Client will defend, indemnify, and hold Consultant harmless from any and all claims coming from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of Consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of Consultant.

28. Client shall pay the cost of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically, covered by the terms of this agreement.

29. In the event all or any portion of the work prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges that if the project work is suspended and restarts, there will be additional charges due to suspension of the work which shall be paid for by Client as extra work in accordance with Paragraph 26.

30. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey, that all of the costs of filing the Record of Survey will be paid by Client as extra work in accordance with Paragraph 26.

31. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, government restrictions or other acts of the government, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.

32. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

33. In the event that Client institutes a suit against Consultant, either directly by complaint or by way of cross complaint including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, and if Client fails to obtain a judgment in Client's favor, the lawsuit is dismissed, or if judgment is rendered for Consultant, Client agrees to pay Consultant all costs of defense, including reasonable attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense. Client agrees such payments shall be made immediately following dismissal of the case or upon entry of judgment.

34. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, court costs, and any and all other expenses, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any relief to which he may be entitled.

35. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the 18th Judicial Circuit Court, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

36. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Consultant shall not be responsible for fluctuations in cost factors.

37. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

38. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

39. Estimates of areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.

40. In the event the Client agrees to, permits or authorizes changes in the plans, specifications, reports and documents prepared by Consultant pursuant to this agreement, which changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.

41. Client acknowledges that the design work performed pursuant to this agreement is based upon field and other conditions existing at the time of preparation of Consultant's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, discrepancies or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction review, construction management supervision of construction of engineering structures, or other construction supervision for this project or if subsequent to this agreement Client retains other persons or entities to provide such services, Client acknowledges that such services will be performed by others and Client will defend, indemnify and hold Consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of Consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of Consultant.

42. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant.

43. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's work before construction activities commence or further activity proceeds as extra work in accordance with Paragraph 26. Further, Client agrees to have a provision in this construction contract for the project which requires the contractor to notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.

44. Client agrees to limit Consultant's liability and damages to Client and to all other third parties, due to professional negligence, acts, errors or omissions of Consultant to the limit of Consultant's liability insurance and hereby irrevocably waives any and all rights to damages exceeding such liability insurance.

45. Consultant hereby states and Client hereby acknowledges that Consultant has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detention, abatement, replacement, use or specification, or removal of products, materials, or process containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Accordingly, the Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees, and agents if such claim, in any way, would involve the Consultants services for the investigation, detection, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this agreement.

46. Client acknowledges that Consultant's scope of services for this project do not include any work related in any way to asbestos and/or hazardous waste; should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultants work, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

47. Client agrees that the Consultant shall not undertake any of the responsibilities of the contractor, subcontractors or contractor's superintendent and that the Consultant shall not advise on, issue directions relative to or to assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents and that the Consultant shall not advise or issue directions regarding or assume control over safety precautions and programs in connection with the work. The Engineer shall not have authority over or responsibility for safety precautions and programs incident to the work of Contractor(s) or any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing the work. When authorized by the Client the Consultant may issue instruction or work orders to the contractor as the Client's authorized representative, but such representation shall in no sense make the Consultant a party to the contract between the Client and the contractor.

48. Notwithstanding anything else herein to the contrary, Client agrees to indemnify Consultant, its shareholders, officers, directors, and employees for any and all losses incurred as a result of any legal proceeding or claim, including but not limited to any lawsuit, investigation, or administrative, regulatory or legislative proceeding, brought by any person or entity (other than any claim brought by you against the Consultant) in connection with or as a result of the services provided by us under the agreement ("Applicable Action"). The term "losses" means any and all damages, penalties, expenses, and fees, including reasonable attorney's fees incurred by the Consultant, its shareholders, officers, directors, and employees in an Applicable Action. You will not be responsible, however, for any losses incurred by the Consultant, its shareholders, officers, directors, and employees to the extent that such losses are finally judicially determined to result from our own gross negligence or willful misconduct. Your responsibility to indemnify the Consultant, its shareholders, officers, directors, and employees shall extend to any and all losses incurred in an Applicable Action, even if such an action is brought after the completion or termination of our services and/or this agreement. In the event suit should be brought for recovery of attorney fees or any sum due and owing hereunder, the Consultant, shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees, expert witness fees, deposition fees and costs and court costs.

