



Design Services Agreement: February 20, 2024

Landscape Architect: **Planning Resources Inc.**
913 Parkview Blvd.
Lombard, Illinois 60148

FSPD: **Frankfort Square Park District**
7540 W. Braemar Lane
Frankfort, Illinois 60423

FSPD Representative: **Ed Reidy**
Superintendent of Parks
815.469.3524
EReidy@fspd.org

Project: **Hunter Prairie Park Site Redevelopment**
7420 West North Avenue
Frankfort IL 60423

**Professional Design Development Services and
Construction Documentation**
Landscape Architecture Professional Services

Compensation:

The Planning Resources Inc. (PRI) Team proposes to complete and deliver to the Frankfort Square Park District (FSPD) a Site Master Plan, Design Development Drawings, Construction Documents and Technical Specifications for the Redevelopment of Hunter Prairie Park. The Site Master Plan will be refined and advanced to final design during the Design Development Phase based on the DOC 4 form included as part of the OSLAD grant application submittal and OSLAD Grant Award received by the Park District in the Spring of 2024. The plan will be revised consistent with the OSLAD Grant submittal and additional input from FSPD staff. Construction Documents will be completed based on Park Board/Staff consent and sign-off of the Design Development drawings and updated Estimate of Probable Construction Costs. These work products and deliverables will be performed in conformance with industry standards for the total professional fee of **\$121,028.31 (One hundred twenty-one thousand dollars and 31 cents)**. The fees expressed above are for identified services which include professional fees necessary to perform the site evaluation, prepare design development drawings, prepare and updated estimate of probable construction cost, construction documents, details, and technical specifications, plus reimbursable or direct expenses that include the cost of transportation, plotting, reproduction, shipping or mailing, and any necessary out of town living expenses.

PROPOSED METHODOLOGY/APPROACH

A. Design Refinement/Design Development Phase (DD)

1. PROJECT MEETING 1: At this meeting, we will review and confirm project team member roles, discuss project schedules, and deliverables required, obtain available background data for the site,

and establish a firm working partnership with individuals who will be involved in the project. Determine what ordinances the construction project must follow.

- a. Design Scope Coordination
 - Review the revised and updated Estimate of Probable Construction Costs with FSPD staff based on the OSLAD Grant DOC 4 (or equivalent construction budget document).
 - Review Estimate with respect to overall project budget and scope.
 - Modify or revise master plan as may be required – identify possible phase options or alternate bid items for consideration (as may be necessary)
2. Review OSLAD Grant Program requirements: Review program requirements including the DOC 4 form, plan elements, and site features identified in the application submittal, review the original master plan with the FSPD to confirm pedestrian circulation, view corridors, visual character, boundaries, existing and proposed topography, drainage, existing vegetation and landscaping, views, and area utilities. Identify revisions and plan refinements.
3. Project Program, Schedule, and Budget Review: The design development program will include initial recreational components and criteria included in the OSLAD grant application and approved by IDNR for the project. Discuss the project schedule – identify milestone dates and targeted completion dates. Additionally, the final project budget will be reviewed, discussed, and monitored regularly throughout the project.
4. Review FSPD provided topographic and boundary survey for the property for conformance with PRI's criteria for base map development. PRI will review information visible on the surface of the topographic and boundary survey, topography (1-foot contour intervals), and tree locations, This information is critical for use as base information for all future work. PRI will not be responsible for the accuracy or completeness of the topographic and boundary survey. *(See FSPD's Responsibilities)*
5. Set up base map and project file.
6. DESIGN DEVELOPMENT (DD): Refine and modify the plan as may be required for a park development consistent with the OSLAD DOC-4 construction budget. Services during this task consist of continued design development and refinement of the OSLAD approved master plan to establish the final scope, relationships, forms, sizes, construction costs and appearance of the project through:
 - a. Site Architecture/Documentation
 - i. Plans, sections and elevations, typical construction details as needed to describe the design.
 - ii. Three dimensional sketches as may be needed to clarify the design.
 - iii. Preliminary material selections.
 - b. Project Estimate
 - i. Review, refine, and update the Estimate of Probable Construction Costs as previously prepared and included as the OSLAD DOC 4 form and Development Budget.
 - ii. Availability and selection of materials

- iii. FSPD requested changes in the scope of the project.
- iv. Regular cost updates and monitoring throughout the design development of the project.
- c. IDNR Communication/Coordination
 - i. Review plan revisions and modifications with IDNR grant administrators as may be required.
- 7. PROJECT MEETING 2: Meet with FSPD staff to review progress design plans and project Estimates Of Probable Construction Costs. *(Assumes maximum of one revision of Master Plan based on feedback from FSPD)*. Request authorization to proceed with construction documentation phase based on the approved Design Development Documents and the Updated Probable Estimate Of Construction Costs.

B. Construction Documentation (CD)

1. The following is based on providing a set of Bid Documents and Construction Documents (CDs) based on the Master Plan and the approved Design Development Documents and Updated Probable Estimate of Construction Costs. Based on the IDNR and FSPD approved Final Master Plan and Design Development Documents, PRI will develop Construction Documents, Technical Specifications, and Bidding Documents to solicit public competitive bids based on the FSPD purchasing policies and requirements. The PRI team will ascertain and familiarize themselves with applicable codes governing projects in the Village of Frankfort, Will County, the State of Illinois, and other regulatory agencies, as may be required.

Estimates of probable construction costs will be reviewed and updated at each milestone and finalized at the completion of 100% Construction Documents and prior to Bidding.

2. During the development of the Construction Documents and specifications, PRI will make three (3) submittals: preliminary (70%), Pre-final (90%), and final (100%). The submittals will be made to FSPD staff for review and comment. Comments received from FSPD will be addressed and resubmitted with subsequent submittals.

a. Preliminary 70% Construction Documents

- Revise Estimate Of Probable Construction Cost based on 70% Design Development Documents.
- Develop plans, details, and specifications Submit preliminary 70% construction documents to FSPD staff for review and comment. *(Maximum of one revision)*

CD MEETING #1: Meet with FSPD staff to conduct a 70% CD page turn review of documents.

b. Pre-final 90% Construction Documents

- Revise Estimate Of Probable Construction Cost based on 90% Design Development Documents and revised Master Plan.
- Continue development of plans, details, and specifications
- Submit pre-final 90% construction documents to FSPD staff for review and comment. *(Assumes maximum of one revision)*

CD MEETING #2: Meet with FSPD staff to conduct a 90% CD page turn review of documents relative to the pre-final 90% Construction Documents.

c. Final 100% Construction Documents/Bid Package

- Revise documents in response to FSPD staff comments from the 90% submittal page turn. (Assumes maximum of one revision)
- Finalize drawings and specifications. (The PRI team will coordinate with applicable regulatory and permitting agencies throughout the design process to identify code and permit related issues. – Specifically, Village of Frankfort and Will County.)
- Finalize cost estimate and develop bid schedule.
- Seek authorization to publicly Bid project.

CD MEETING #3: Meet with FSPD staff to review comments relative to the final 100% Construction Documents.

d. Project Manual and Technical Specifications:

- A Project Manual will be prepared which will include bid proposal forms; legal advertisement; special conditions; instruction to bidders; and technical specifications. (General Conditions and Supplementary Conditions as supplied by the FSPD)

e. Final Estimate of Probable Construction Costs:

- Update quantity estimates and prepare a Final Estimate of Probable Construction Costs for the project based on the final Construction Documents and Technical Specifications for the project.

f. National Pollutant Discharge Elimination System (NPDES) Permit: Construction will result in disturbance greater than one (1) acre and a National Pollutant Discharge Elimination System (NPDES) permit and NOI (Notice of Intent) will be required from the Illinois EPA. PRI will prepare an NPDES Permit application and NOI, including on-line submittal to Illinois Department of Environmental Protection (IEPA). The NPDES Permit form will be completed and submitted prior to construction. All permit application fees (previously they have been in the range of \$250) are the responsibility of the FSPD and will need to be submitted to the IEPA before the NPDES Permit will be issued by the IEPA.

g. Preparation of Stormwater Pollution Prevention Plan (SWPPP)

h. NPDES and NOI will require regular (weekly) Soil Erosion and Sedimentation Control inspections by qualified soil erosion and sedimentation control inspectors.

C. Bidding Assistance (BA)

1. Prepare Notice to Bidders Upload Bid Documents & Attend Pre-bid Conference

- The PRI Team will upload bidding documents to an electronic plan house for distribution to potential bidders.
- The PRI team will assist in developing a list of contractors/prospective bidders for the project and prepare the Notice to Bidders for review and approval by the FSPD. We will also assist in the distribution of Bid Documents and Specifications to prospective bidders for competitive bidding

through an electronic plan and document distribution service. During the bidding process, we will attend a pre-bid conference to meet potential bidders, to clarify and interpret bidding documents.

2. Preparation of Addenda

- An Addendum will be issued with pre-bid conference attendees and any clarifications of the bidding documents necessary. Addenda will be prepared and released to the Bidders through the electronic plan service. Any Addenda will be distributed after approval of FSPD staff.

3. Attend Bid Opening and Preparation of Bid Analysis

- At the bid opening, FSPD will open and read aloud the bid results of each Contractor's bid and announce an apparent low bidder. PRI will attend the bid opening to assist FSPD with clarifying bidding information and to answer questions. We will also review and analyze the results by performing calculation checks of each Bidder to confirm the low responsible bidder and generate bid tabulations, assist the FSPD in vetting the apparent low bidder, and prepare a Letter of Recommendation for lowest qualified bidder to the FSPD.
- PRI will coordinate with the low bidder and obtain the executed Contract and Contract Bond documents from the Contractor. We will also combine and prepare the completed Contract Documents for review and approval by the FSPD.

4. Preparation of Issued for Construction (IFC) Drawings

- As part of the Contract Documents and agreement, Issued for Construction (IFC) Drawings will be prepared. We will leverage our expertise to create a clear, concise, and code compliant set of IFC Drawings to provide a comprehensive roadmap for construction. These detailed plans will serve as the definitive guide for the contractor, ensuring the seamless and accurate execution of the project's vision. Contract Documents will be submitted to FSPD for approval and execution by the Park Board.

D. Contract Administration (CA)

1. MEETING CA1: Pre-Construction Meeting

- PRI will attend a pre-construction meeting with the Contractor and FSPD staff to discuss the construction schedule and answer any questions regarding the construction documents or technical specifications and establish a firm working relationship with the Contractor.

2. SITE MEETINGS: Estimated 20 Site Visits

- The PRI team will visit the site to observe the contractor's work and verify conformance to the plans and specifications at intervals appropriate to the stage of construction. The PRI team will perform these site visits to become generally familiar with the progress of the project. We will also make necessary plan interpretations for the contractor. Written field reports will be prepared to inform the FSPD about the progress of the work completed, endeavor to guard the FSPD against defects and deficiencies in the work and to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in general conformance with the Contract Documents. (The PRI team shall not be required to make exhaustive nor continuous on-site visits to check the quality nor quantity of the work.)

3. Contract Administration and Construction Observation Tasks

- Review of contractor's request for payment and make recommendations for processing the payment request. These recommendations will show to the FSPD, to the best of the PRI team's knowledge, information, and belief, the work has progressed to approximately the point indicated by the payment request.

- The PRI team will provide the following services during this task as may be appropriate:
 - Review of manufacturer's shop drawings for general conformance with design intent and compliance with contract documents.
 - Review of applicable field tests or inspection reports requested by or performed by the FSPD verifying compliance with design requirements and contract documents.
 - Preparation of change order requests affecting work designed or specified by the PRI team.
 - Review completed work and prepare a Certificate of Substantial Completion and a single "punch list".
 - Final sign-off upon completion of punch list items and prepare recommendation of acceptance by the FSPD upon satisfactory completion of the project by the contractor; and,
 - Coordinate collection of project record documents and other required close-out items from the Contractor including warranties and guarantees and operation and maintenance manuals (if any).

E. IDNR Coordination & Grant Administration

1. Application Review: Review application submittal and DOC #4 budget requirements
2. IDNR Communication: Contact grant administrator for the project – discuss project.
3. During construction of the project. IDNR required "As built" will be submitted to IDNR.
4. Progress Reporting: Consult with and prepare IDNR required progress reports. Jan. 1, April 1, July 1, and October 1 or when requested).
5. IDNR Review and Approval: Forward the newly developed updated Master Plan and a revised and updated DOC 4 to IDNR for review and comment prior to presentation at review meeting. Seek approval and Master Plan sign-off from IDNR.

CIVIL ENGINEERING SERVICES

F. Stormwater Permitting Service

It is our understanding through discussions with the FSPD that stormwater management/detention and permit documentation requirements have already been provided in the adjacent *Summit Hill Junior High School development's storage calculations*. Therefore, no civil engineering scope and fees are included with this proposal. If it is later determined that stormwater permitting or civil engineering services are necessary, a fee will be identified at that time and PRI will provide these services as a *supplemental service* to the basic scope of services under a separate proposal.

These services will be provided under a separate agreement (if required)

TBD.

G. Soil Erosion and Sedimentation Control Inspections:

If requested by FSPD provide periodic soil erosion and sedimentation control inspections during construction as required by the site development permit the National Pollutant Discharge Elimination System (NPDES) permit requirements and the NOI. NPDES permit application fee to be responsibility of FSPD.

The NPDES permit may require inspections at regular intervals. The interval of every 7-days or within 24-hours of a 0.50-inch rainfall event. The regular 7-day inspection cycle may be required throughout the winter months as well even if there is no active construction underway.

A Not to Exceed (NTE) fee estimate based on the number of required site visits can be provided under a *separate agreement* if such services are necessary.

These services will be provided as a supplemental service under a separate agreement.

TBD

Conclusion

The PRI team proposes to work closely with FSPD’s staff throughout the project. As the design and technical work is developed, we will utilize FSPD staff to help us understand issues within the community and to discuss the feasibility of recommendations and alternatives that will be produced. The PRI team looks forward to discussing the Hunter Prairie Park Site Redevelopment Plan project with you. Our goal is to develop a plan that includes functional, aesthetic, accessible, sustainable, and new recreational opportunities for social interaction and enjoyment of outdoor open space for all within the Frankfort Square Park District community.

We feel our conceptual design and park master planning skills are comprehensive, and when combined with our many years of experience in the public sector, will once again provide you with professional services second to none.

If you have any further questions, or require additional information, please don’t hesitate to contact us. Thank you again for your consideration.

PROFESSIONAL FEE

Compensation

The following professional fees and scope of services can be adjusted with the Frankfort Square Park District’s input to reach a mutually agreeable project approach.

Phase A – Design Development	\$ 12,975.00
Phase B – Construction Document Services	\$ 59,500.00
Phase C –Bidding Assistance	\$ 3,750.00
Phase D - Construction Administration/Construction Observation	\$ 27,775.00
Phase E – IDNR Coordination & Grant Administration	<u>\$ 1,500.00</u>
Sub Total	\$105,500.00

Direct Cost –

MEP Consulting (Mechanical, Electrical, and Plumbing design services as desired)	\$ 12,500.00
Production and General Project Expenses	<u>\$ 3028.31</u>

Basic Scope of Services Total Compensation	\$121,028.31
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Additional Meetings: Compensation for additional meetings with the FSPD’s staff, Park Board, or public, shall be performed by PRI Principal and/or the Project Manager at \$500.00 per meeting/person.

Civil Engineering Services:	
Phase F – Stormwater Permitting Services (<i>Civil Engineering Services</i>)	TBD
Phase G – Soil Erosion and Sediment Control Inspections	TBD

SERVICES NOT INCLUDED:

Our scope of work does not include construction management services beyond that proposed in Task D such as the contractor's means, methods, techniques, schedule, sequences nor procedures, or for construction safety or any other related programs, or for the contractor's failure to complete the work in accordance with the plans and specifications. In addition, the following work is not included in the basic scope of services, and will be compensated for a pre-agreed amount, or on an hourly basis in accordance with the current rate schedule:

- Owner/FSPD-initiated plan revisions for previously completed and approved work during the construction document process.
- Subsurface investigation, compaction testing of soils and pavements (This may be required);
- Property line location.
- Soil Erosion and Sedimentation Control Inspections; and
- Exhaustive nor continuous on-site inspections to check the quality nor quantity of work beyond those specified or as mutually agreed to by FSPD and PRI during the Construction Administration/Construction Observation Task (if required).

FSPD RESPONSIBILITIES

PRI anticipates utilizing the survey provided by the FSPD for the entire park site. The Survey shall be prepared in AutoCAD dwg format 2023 or newer and include the following information about the site and adjacent public right-of-way:

- Spot grade elevations and curb lines of all adjacent streets, and on-site pavements; existing tree locations with spot grade elevations at each tree and other existing pertinent surface features, such as existing walls, paths, play equipment, shelters, washroom buildings, site furnishings, sewer structures, valves, hydrants, utility poles and structures, light poles and fencing.
- Rights-of-way boundaries and property lines from the district records and site plan of the park parcel.
- 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 or Village Atlases or archive drawings. Planning Resources will not be responsible for the location of any underground utility that is not evident at the site and is not shown on District or Village Atlases or the district's archived drawings provided to PRI by the FSPD.

The FSPD shall provide all information to the Landscape Architect required for the timely preparation of the plans and documents.

The FSPD shall identify objectives, schedule, and budget and provide them to the Landscape Architect during Task A identified previously.

USE OF DOCUMENTS

- All drawings and documents prepared by the Landscape Architect for this project are for 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 FSPD shall retain copies of drawings and plans and use such documents in the execution of the project.

TERMS OF THE AGREEMENT

See Attached Standard Terms and Conditions

Planning Resources Inc. maintains insurance in the amounts of the following:

- General Liability, \$2 million general aggregate, \$1 million per occurrence.
- Auto Liability, \$1 million.
- Workers Compensation and Employer’s Liability, Statutory Limits and \$500,000; and Professional Liability, \$1,000,000.

A certificate of insurance can be supplied upon request. If additional insurance coverage or the inclusion of additional insureds on liability policies is desired by the FSPD, additional premiums will be billed to the FSPD at actual cost.

This proposal shall remain open for a period of thirty (30) days from the date of issuance. If the proposal is not accepted and returned to Planning Resources Inc. within thirty (30) days, then the proposal shall automatically terminate without further notice, PRI will begin work within 15 working days of receipt of signed proposal.

Accepted



 Darrell E. Garrison, ASLA, CPSI
 Planning Resources Inc.

Principal

 Title

February 20, 2024

 Date

 Frankfort Square Park District

Title

 Title

 Date



STANDARD TERMS AND CONDITIONS

I. Standards of Performance

- A. The standard of care for all professional landscape, architectural, engineering, and related services performed or furnished by PRI under this Agreement will be the care and skill ordinarily used by members of PRI's professional practicing under similar circumstances at the same time and in the same locality. PRI makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
- B. PRI shall be responsible for the technical accuracy of its services and documents resulting there from, and CLIENT shall not be responsible for discovering deficiencies therein. PRI shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. PRI may employ such Consultants as PRI deems necessary and with CLIENT's approval, to assist in the performance or furnishing of the services. PRI shall not be required to employ any Consultants unacceptable to PRI.
- D. PRI and CLIENT shall comply with applicable Laws and Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to PRI's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and PRI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PRI pursuant to this Agreement. PRI may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all cost incident thereto so as not to delay the services of PRI.
- G. PRI shall not be required to sign any documents, no matter by whom requested, that would result in PRI's having to certify, guarantee or warrant the existence of conditions whose existence PRI cannot ascertain. CLIENT agrees not to make resolution of any dispute with PRI or payment of any amount due to PRI in any way contingent upon PRI's signing any such certifications.
- H. During the Construction Phase, PRI shall not supervise, direct, or have control over Contractor's work, or shall PRI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, or safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. PRI neither guarantees the performances of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. PRI shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except PRI's own employees and subconsultants) at the Site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of PRI.

II. Authorized Project Representative

- A. Contemporaneous with the execution of this Agreement, PRI and CLIENT shall designate specific individuals to act as PRI's and CLIENT's representatives with respect to the services to be performed or furnished by PRI and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

III. Permits

Unless specifically described in PRI's Basic Services, CLIENT agrees to obtain and pay for all necessary permits from authorities with jurisdictions over the Project.

IV. Delay

CLIENT agrees to render decisions in a timely manner so as not to delay the orderly and sequential progress of our services.

V. Maintenance

CLIENT agrees that proper project maintenance is required after the project is complete and that a lack of or improper maintenance may result in damage to property or persons. CLIENT further agrees that PRI is not responsible for the results related to any lack of or improper maintenance.

VI. Use of Documents

- A. All Documents are instruments of service in respect to this Project, and PRI and CLIENT shall retain an ownership and property interest therein (including the right of reuse at the discretion of PRI) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by PRI are limited to the printed copies (also known as hard copies) that are delivered to PRI. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to PRI are only for convenience of PRI.

- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by PRI. Files in electronic media format of text, data, graphics, or of other types that are furnished by PRI to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the CLIENT's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures with 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 60-day acceptance period. PRI will not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media form, PRI makes no representations as to long term capability, usability, readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PRI at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use of the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verifications or adaptation by PRI, as appropriate for the specific purpose intended, will be CLIENT's sole risk and without liability or legal exposure to PRI or PRI's Consultants. CLIENT shall indemnify and hold harmless PRI and PRI's Consultants from all claims, damages, losses, and expense, including attorney's fees arising out of or resulting there from.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

VI. Insurance

- A. PRI agrees to maintain at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, Excess Liability (Umbrella) and Professional Errors and Omissions Liability Insurance and will, upon request furnish insurance certifications to CLIENT naming CLIENT as additional insured. PRI agrees to purchase whatever additional insurance is requested by CLIENT (presuming such insurance is available, from carriers acceptable to PRI providing the premiums for additional insurance are reimbursed by the CLIENT).
- B. CLIENT shall procure and maintain similar insurance and shall cause PRI and PRI's Consultants to be listed as additional insured on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain General Liability and other insurance as specified in the Contract Documents and to cause PRI and PRI's Consultants to be listed as additional insured with respect to such liability and other insurance purchases and maintained by Contractor for the Project.
- D. CLIENT and PRI shall each deliver to the other certifications of insurance evidencing the coverages indicated above. Such certificates shall be furnished prior to commencement of PRI's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance shall contain provisions to the effect that PRI's and PRI's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insured thereunder.
- F. At any time, CLIENT may request that PRI, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so, requested by CLIENT, with the concurrence of PRI, and if commercially

available, PRI shall obtain and shall require PRI's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

VIII. Termination

- A. The obligation to provide further services under this Agreement may be terminated by CLIENT effective upon the receipt of notice by PRI.
- B. Failure of the CLIENT to make payments to the Architect in accordance with the Agreement shall be considered substantial nonperformance and cause for termination by PRI.
- C. In the event of termination not the fault of PRI, PRI shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

IX. Controlling Law

- A. This Agreement is to be governed by the law of the state of Illinois.

X. Payment

- A. Invoices – Each month, or at appropriate intervals, PRI will provide an invoice by email to you and your accounting professional, which describes the invoice period, the services rendered, fees and expenses due, payment due date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed.
- B. Progress Payments – CLIENT agrees to promptly review PRI invoices and make full payment for Authorized Scope of Services, Authorized Additional Services and Reimbursable Expenses. Payment of each invoice is due upon receipt and will be past due if not paid in full within 30 days of the invoice date. If CLIENT objects to any portion of the invoice, CLIENT agrees

- to notify PRI, in writing, within 7 days of receipt regarding the CLIENT's objection and pay the undisputed invoice amount in accordance with this Agreement.
- C. Interest and Collection Costs – CLIENT agrees to pay a finance charge of 1.5% per month on unpaid account balances that are past due. If PRI must retain an attorney to enforce CLIENT's payment obligations, CLIENT agrees to pay PRI's reasonable attorneys' fees and costs, regardless of whether suit is filed.
- F. Changed Conditions – CLIENT agrees to promptly notify PRI in writing of any condition, event or circumstance that may affect the performance of our services.
- G. Quantity and Cost Opinion – PRI has no control over the cost of labor, materials, and equipment or the services of others. PRI provide quantity summaries and opinions of probable cost based on its professional judgment, familiarity with the construction industry, and on recent, comparable bidding result. Consequently, PRI does not guarantee the accuracy or thoroughness of its quantity summaries or opinions of probable cost. PRI approximates certain quantities and/or costs for CLIENT's convenience. The Contractor is responsible for determining actual quantities and providing sufficient labor, services, equipment, and materials to complete the work as drawn and specified. Contractor is responsible for determining actual quantities and providing sufficient labor, services, equipment, and materials to complete the work as drawn and specified.

XI. Client's Responsibilities

- A. Representation - CLIENT agrees to designate a representative authorized to act on its behalf. PRI will direct communications to CLIENT through its designated representative. CLIENT agrees to communicate with PRI's project manager in a timely manner to expediently advance PRI services.
- B. Program Requirements – CLIENT agrees to provide customary program requirements for the project, including objectives, standards and criteria, schedule, process, communications, and budget.
- C. Existing Conditions – CLIENT agrees to provide current information regarding the existing conditions for the project area, including: boundary, legal description, ownership, easements and restrictions; topography and benchmark; soils, utilities, hydrology/wetlands, vegetation, land uses, archeology, traffic. PRI is entitled to rely on the accuracy and completeness of the information provided.
- D. Access – CLIENT agrees to provide PRI and its sub consultants access to the property for observation.
- E. Specialized Consultation – CLIENT agrees to provide the services of specialized consultants, not identified on the Project Team, when they are needed to meet CLIENT's project program requirements.
- H. Construction Phase Limitations – PRI will not supervise, direct, or control the Contractor's work. PRI has no authority or responsibility for the methods, techniques, or sequencing of construction, or for the safety or welfare of the Contractor's forces. Accordingly, PRI does not guarantee the performance of the Contractor. PRI will provide Certification or other opinions of the Contractor's work based on PRI's observations and data supplied to us by the Contractor. Client acknowledges that PRI will not make continuous or exhaustive observations of the work and that PRI's recommendations for preliminary acceptance of partially or substantially completed work do not assure the final acceptance of work that may, subsequently, found to be defective.
- I. Third Party Approvals – PRI will work diligently to help CLIENT secure approvals

from the appropriate regulatory authorities related to the services specified in this Agreement. However, PRI cannot guarantee the approval of the project by any regulatory agency or third party. Client agrees to compensate PRI for our professional services regardless of the outcome of CLIENT's applications for approval by others.

XII. Successors, Assignees, and Beneficiaries

The CLIENT and PRI each binds itself, its partners, successors, legal representatives, and assignees to the other and neither the CLIENT nor PRI shall assign nor transfer its interest in this Agreement without the other's written consent.

XIII. Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and PRI agree that all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

XIV. Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, PRI shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architect, attorney's and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of PRI or PRI's officers, directors, partners, employees, and PRI's Consultants in the performance and furnishing of PRI's services under this Agreement.
2. To the fullest extent permitted by the law, CLIENT, shall indemnify and hold harmless PRI, PRI's officers, director's partners, employees, and GF's Consultants from and against any and

all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorney's and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's Consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by the law, PRI's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of PRI and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that PRI's negligence bears to the total negligence of CLIENT, PRI, and all other negligent entities and individuals. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or PRI, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profits.

XV. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

XVI. Survival

All express representatives, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

XVII. Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and PRI, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XVIII. Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.