



PLANNING  
RESOURCES INC.

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**Design Services Agreement:**

REVISED October 14, 2013

**Landscape Architect:**

**Planning Resources Inc.**  
402 W. Liberty Drive  
Wheaton, Illinois 60187

**Client:**

**Park District of Oak Park**  
218 Madison Street  
Oak Park, Illinois 60302

**Project:**

**Fox Park Master Plan Update**  
640 S Oak Park Ave.  
Oak Park, IL 60302

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### **Professional Design Services – Master Plan Update**

#### **Compensation:**

The PRI Team proposes to work as an extension to the Park District of Oak Park (PDOC) staff and Board in the development of a master plan update for Fox Park. PRI served as the architect of record for the original master plan of the park site which derived out of an extensive public process and multiple concepts that identified priority items for consideration and ultimately implementation

As you may know, PRI has a deep portfolio in client-driven park planning and design projects with an understanding of the park development/redevelopment process. Our Master Plan Update process includes a site analysis and assessment, community outreach and public input, design development and ultimately the master plan update. Importance is placed on the community outreach and public input phase of this assignment. We will include public input from District staff, community groups, neighborhood representatives and special interest groups. We will listen to the public's views and opinions of the existing plan and its direction regarding desired phase 2 improvements.

Public comments will be compiled in text form as a written narrative regarding the future direction of the park with projected cost opinion. This work and associated work products and deliverables will be performed in conformance with industry standards for the total direct and labor costs of ***\$4,900.00 (Four thousand, nine hundred dollars and no cents)***. The fees expressed above are for total services which include all labor necessary to perform the work as identified below, and the cost of any and all transportation, and necessary living expenses.

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

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##### **TASK 1 – Kick off meeting**

Goal: Attend a Kick-off Meeting with the Park District of Oak Park (PDOP) staff to further understand how the park environment is being used today and establish goals for the Fox Park Master Plan Update project. At this meeting will gain full concurrence on roles, discuss project schedule and deliverables required, and establish a firm working partnership with all individuals who will be involved in the project. We will tour the site, photograph and review the previous Master Plan documents and notes from past public meetings to establish a framework for revisions.

- Meet with PDOP staff. Review the current Master Plan and evaluate the impact of adding programmatic elements. (Meeting 1)

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ARCHITECTS

- We will visit the site with PDOP staff to perform a photographic inventory, conduct a site assessment/evaluation of current conditions and uses, and gain an understanding of the existing recreation area and park development's opportunities and constraints, along with immediate neighboring interests.
- Develop approach and schedule for public meeting. Coordinate with PDOP staff prior to Public Meeting.

#### **TASK 2 – Community Outreach and Public Participation**

Goal: Meet with the PDOP staff, key stakeholders as identified by PDOP staff and the community at large to gather input on possible updates to the approved and accepted Master Plan. In preparation for this public meeting, PRI will prepare graphic illustrations, example imagery and other exhibits to facilitate discussion and generate ideas. Our goal at these meeting will be to gather public input, gauge reactions to the previous concepts, collect responses and identify the plan direction.

- Prepare presentation base information, exhibits, graphics, illustrations and example imagery in preparation for the Public Meeting, and review these exhibits with PDOP staff. (Meeting 2)
- Participate in Public Meeting, including presenting and facilitating discussion of possible updates to the approved and accepted Fox Park Master Plan. (Meeting 3)
- Document discussion and direction from Public Meeting; prepare meeting notes and present information to PDOP staff. (Meeting 4)

#### **TASK 3 – Design Development of preferred concept**

Goal: After meeting with staff and the public, PRI will prepare an updated Design Development Plan Drawing for Fox Park. These drawings will depict the preferred design changes that correspond with any new programmatic elements, and call out materials and surfaces including paving types and planting.

#### **TASK 4 – Opinion of Probable Construction Costs**

Goal: PRI will review the proposed elements and update the Opinion of Probable Construction Costs, as well as update the phasing plan for improvements. The Opinion of Probable Construction Costs will be reviewed and presented to PDOP staff via phone and email.

#### **TASK 5 – Final Master Plan**

Goal: Prepare a color rendering of the final updated Master Plan mounted and laminated on a board, to be developed and rendered in color, along with any relevant sketches prepared earlier during the design phase that may help depict the design intent for the park.

#### **TASK 6 – Final presentation to the Committee of the Whole**

Goal: Present the final preferred plan to the Committee of the Whole. (Meeting 5)

#### **DELIVERABLES**

1. Schematic designs and sketches demonstrating the updates and adjustments to the approved and accepted Fox Park Master Plan with Opinion of Probable Construction Cost.
2. Design development plan drawings that detail the recommended updates and adjustments to the approved and accepted Fox Park Master Plan with Opinion of Probable Construction Cost.

3. Final Master Plan color full-sized rendering approx. 30”x42” or other size as agreed upon by the Park District, on laminated board, along with 11”x17” reproductions as needed by the Park District that incorporates new modifications as well as existing approved and accepted elements of the Fox Park master plan.

4. Four Compact Discs with copies of all plans, sketches and notes in AutoCAD, JPG, MS Office or other program format as approved by the Park District. Files suitable for use on the Park District’s Web site will also be included.

<b>Labor Compensation (Task 1-6)</b>	<b>\$ 4,550.00</b>
<b>Direct Costs, Production and General Project Expenses</b>	<b>\$ 550.00</b>
<b>Grand Total Compensation (Tasks 1-6)</b>	<b>\$ 5,100.00</b>

**Compensation**

- **Basic Services Compensation (Tasks 1-6):** The lump sum cost of the entire project as described herein including reimbursable expenses shall be **\$4,900.00**.
- The landscape architect shall submit monthly invoices for Labor and Direct Costs, and Additional Services.
- **Additional Meetings:** Compensation for additional meetings with the local agency, public hearings, plan sections and elevation drawings, and permitting not specific herein shall be on an hourly basis. The hourly rates for these services are as follows:

Principal	\$135.00/hr
Landscape Architect	\$98.00/hr
CAD Drafting	\$65.00/hr
Office Services	\$59.00/hr

**Client Responsibilities**

- The Client shall designate a project manager as the point person representing the District for the project.
- The Client shall identify objectives, schedule, and budget and provide them to the landscape architect early in the design process.

**Use of Documents**

- A. 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.

- B. The landscape architect is the author of these drawings and documents, and retains legal, statutory, reserved rights and copyright privileges.
- C. The Client shall retain copies of drawings and plans and use such documents in the execution of the project.

### Staffing

*Darrell E. Garrison, ASLA, PLA, CPSI* – Project Director, responsible for public facilitation, overall project review and quality control,

*Lori M. Vierow, ASLA, PLA, LEED AP BD+C* – Project Manager and Technical Coordinator, responsible for public facilitation, design, exhibit preparation, report writing, and general coordination,

*Eleanor Brandt, Landscape Designer*, – Responsible for AutoCAD drafting and technical project support.

### Terms of Agreement

This is a cost not-to-exceed proposal for the indicated tasks. Tasks will be billed at the hourly rates shown in “**Additional Meetings**” for applicable scopes, with costs not to exceed those estimated without prior approval of the Client. Services required in addition to those budgeted shall be conducted only at the Client’s request and invoiced at rates shown in “**Additional Meetings**” plus actual direct costs.

Planning Resources Inc. reserves the right to modify the hourly rates of its personnel on an annual basis, effective January 1 of each year. Billing for projects that are scheduled to end within a calendar year but, through no fault of the Consultant, extend beyond the first of the next year, will reflect these rate increases and the upset will be increased accordingly. Total person hours shall remain the same unless the scope is renegotiated.

Our proposal assumes evaluation and landscape planning associated with one grading plan and development of same to final submittal with moderate revisions. Major changes in design direction or multiple revisions occasioned by the changes in site planning will be conducted at the specific direction of the Client and billed as extra services at actual costs.

All invoices are due and payable upon receipt. After a thirty (30)-day grace period, interest shall accrue on the unpaid balance at a rate of 1.5 percent per month until paid in full. In no event shall the payment of fees be delayed by difficulties related to the Client’s failure to collect fees or monies due to the Client from the Client’s customers, clients or other third parties.

In the event that any invoice or portion thereof remains unpaid for more than sixty (60) days following the date of invoice, Planning Resources Inc. reserves the right to initiate collection proceedings. In this event, the Client shall pay, in addition to amounts due plus interest, all reasonable fees and expenses related to the collection process including the cost of the time devoted to such proceedings by Planning Resources Inc. staff at their normal hourly rates then in effect.

Client recognizes that prompt payment of Consultant’s invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Client agrees to pay all charges not in dispute within thirty (30) days of receipt of Consultant’s invoice. Client agrees that Consultant has the right to suspend or terminate service if undisputed charges are not paid within forty-five (45) days of receipt of Consultant’s invoice, and Client agrees to waive any claim against Consultant and to indemnify, defend and hold Consultant harmless from and against any claims arising from Consultant’s suspension or termination due to Client’s failure to provide timely payment. Any charges held to be in dispute shall be called to Consultant’s attention, in writing, within ten (10) days of receipt of Consultant’s invoice.

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 client, additional premiums will be billed to the client 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.

**Accepted**



\_\_\_\_\_  
 Darrell E. Garrison  
 Planning Resources Inc.

Principal

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 Title

REVISIED October 14, 2013  
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 Date

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 Jan Arnold  
 Park District of Oak Park

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 Title

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