

VILLAGE OF BRADLEY

RESOLUTION NO. R-02-22-01

AGREEMENT WITH TESKA ASSOCIATES, INC. TO PROVIDE FINAL LANDSCAPE
ARCHITECTURAL DESIGN FOR LIL'S PARK SPLASH PAD

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 14th DAY OF February, 2022

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 14th day of February, 2022.

RESOLUTION NO. R-02-22-01

AGREEMENT WITH TESKA ASSOCIATES, INC. TO PROVIDE FINAL LANDSCAPE ARCHITECTURAL DESIGN FOR LIL'S PARK SPLASH PAD

WHEREAS, the Village of Bradley is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq.; and,

WHEREAS, Village Staff reviewed qualifications of Teska Associates, Inc.; and

WHEREAS, Teska Associates has specialized experience working on municipal projects; and

WHEREAS, the Corporate Authorities of the Village have determined that the Village has an existing and satisfactory relationship with Teska Associates, Inc.; and

WHEREAS, the Village Board has determined that it is in the best public interest to enter into a contract not to exceed \$87,000 with Teska Associates, Inc for final landscape architectural design of a splash pad at Lil's Park; and

WHEREAS, the Village Board finds that this Resolution protects and promotes the public welfare, safety, health and morals;

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. ARCHITECTURE DESIGN AUTHORIZED

The Finance Director is authorized and directed to execute an agreement with Teska Associates, Inc. for final landscape architectural design services, for a splash pad at Lil's Park in accordance with the scope of services as Exhibit A, subject to such modifications as shall be acceptable to him with the approval of the Village President. The Finance Director shall further be authorized and directed to execute any related or supplemental documents, including approval of scopes of work, project timelines or revisions thereto, or related documents. The Finance Director shall further be authorized to execute agreements relating to supplemental work from Teska Associates, Inc., provided that the total cost authorized for project purchase and implementation shall not exceed \$87,000.

SECTION 2. The Corporate Authorities hereby waive, by an affirmative vote of two-thirds (2/3) of the trustees presently holding office, any and all competitive bidding requirements as might otherwise be applicable to the purchases authorized by this Resolution.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent

jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. That the Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. That this Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 14th day of Feb., 2022.

TRUSTEES:

RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT VANDENHOUT	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GENE JORDAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent - Non-voting

TOTALS: Aye - 6 Nay - Absent -

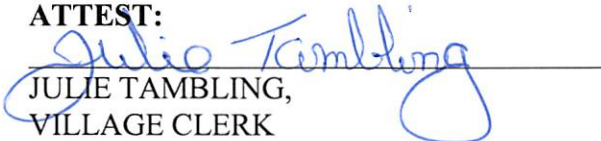
ATTEST:


JULIE TAMBLING,
VILLAGE CLERK

APPROVED this 14th day of February, 2022.


MICHAEL WATSON,
VILLAGE PRESIDENT

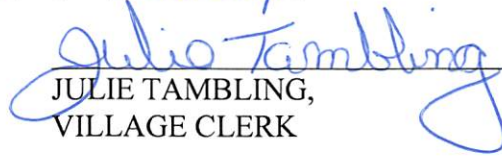
ATTEST:


JULIE TAMBLING,
VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, JULIE TAMBLING, Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number B-02-2201, "AGREEMENT WITH TESKA ASSOCIATES, INC. TO PROVIDE FINAL LANDSCAPE ARCHITECTURAL DESIGN FOR LIL'S PARK SPLASHPAD" which was adopted by the Village President and Board of Trustees at a meeting held on the 14th day of February, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 14th day of February, 2022.



JULIE TAMBLING,
VILLAGE CLERK



Handwritten mark resembling a triangle or the letter 'D'.

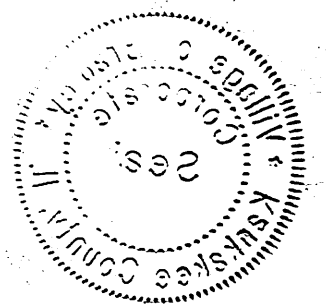


Exhibit A



To: Terry Memenga, Director, Public Works, Village of Bradley, 815 933 3715,
tjmemenga@bradleyil.org

Cc: Todd Gereaux, M. Gingerich Gereaux + Associates (MG2A), 815 939 4921,
tgereaux@mg2a.com

From: Jodi Mariano, Principal, Teska Associates, 847 869 2015,
JMariano@TeskaAssociates.com

Subject: Lil's Park Final Design – landscape architectural design services

Date: 31 January 2022

Dear Terry,

Thank you for the opportunity to continue the design development work for Lil's Park.

This assignment will be based upon the final concept design plans and OSLAD grant application, prepared by Teska Associates in the fall of 2021. We will work with staff and elected officials to make refinements to the plans towards developing a construction document set that is suitable for public bidding, agency permitting, and to guide construction activities.

Teska will serve as prime consultant for this assignment. Teska will be responsible for coordination of the construction document set. Our project team is described below:

- Teska: prime consultant, landscape architect
- W-T Group: aquatic engineering services and IDPH permit coordination, subconsultant to Teska Associates
- MG2A: Civil engineering, contracting separately with the Village of Bradley

I would serve as project manager for this assignment and am available to address any questions or clarifications you or others may have. Looking forward to hearing from you soon.

Best regards,

Jodi Mariano, Principal, Teska Associates
JMariano@TeskaAssociates.com
www.TeskaAssociates.com
847 869 2015 (office) | 847 275 4106 (cell)

LIL'S PARK FINAL DESIGN

The purpose of this project is to develop final design plans for improvements to Lil's Park. Final design plans will be based upon the final concept plan and OSLAD application prepared by Teska Associates in 2021. Refinements to the plans will be coordinated with Village Staff. The Teska team is comprised of the following:

- Teska: prime consultant, landscape architecture (prime consultant)
- W-T Engineering: Aquatic Engineering (subconsultant to Teska Associates, see attached scope)
- MG2A: Civil Engineering (contracting separately with Village of Bradley, see attached scope)

Phase 1 – Design Development

1. Based on work completed to date and direction from staff, prepare a design development plan. The design development plan will address all components of the park plan, including parking area improvements, pathway improvements, splash pad, prefabricated shower building, park shelter, site furnishings and landscape plantings. The design development plan will be produced in AutoCAD and will be supported by products and materials cut sheets and a cost estimate.
2. Attend (2) project coordination meetings with staff. During the meetings, Teska will obtain feedback about the design development plan and products and materials selections to guide preparation of construction documents.

Phase 2 – Construction Documentation

1. Based on staff approval of the Design Development plans above, develop a construction document set. Teska will coordinate park improvements with W-T Engineering for aquatic engineering and MG2A for civil engineering. Teska will coordinate and combine all project documents, including plan sheets and specifications. Plan sheets will be produced in AutoCAD. Project specifications will be produced in Word. Project documents will be supported by a refined cost estimate.
2. Prepare and submit project documents at the 60% and 100% levels. Project documents will be issued to staff in PDF format.
3. Attend (2) project coordination meetings with staff. During the meetings, Teska will obtain feedback about the project documents and make revisions as required.

Phase 3 – Bidding / Negotiations / Permitting

1. Based on approval of the 100% project document set above, issue bid document set to Village staff for public bidding. Teska will provide all project documents, including the plan document set and technical specifications. All front-end documents and bid administration shall be by others.
2. Respond to permit review comments as required
3. Issue addenda as required
4. Assist with reviewing contractors bids

Phase 4 – Construction Observation

1. Provide interpretation of the plans and address questions as needed.
2. Review shop drawings and submittals reviews.
3. Assist with site layouts and interpretation of the plans.
4. Provide (4) site observations and field reports at key project milestones, such as: project layout, concrete framing, concrete finishing, landscape plantings.
5. Provide (1) site observation and punch list report upon substantial completion.

END OF SCOPE



1 Parking Lot Expansion

- Driveways expanded for 2-way traffic

2 Native Plantings

- Native trees
- Pocket prairie plantings
- Pollinator plantings

3 Shower and Bathroom Building for Splash Pad

- Within 150 ft of splash pad in accordance to IDPH regulations

4 Splash Pad Feature

- Recirculating treated water system
- ± 6000 SF
- Fence Enclosure
- Seating with fabric shade structure

5 Fitness Equipment

- 4 Adult fitness stations along track

6 Park Entry

- New ADA accessible entry pathways connecting new shower building, splash pad, and new pavilion areas to existing park features and path system
- Drop off/Pick Up lane

7 Picnic Pavilion

- New wooden pavilion 16' x 36'

TESKA PROJECT FEES:

PROJECT PHASE	CONSULTING FEES
Phase 1: Design Development	\$ 4,500
Phase 2: Construction Documentation	\$58,300
Phase 3: Bidding / Negotiations / Permitting	\$ 2,800
Phase 4: Construction Observation	\$ 8,800
Reimbursable expenses (travel + reproductions)	\$ 600
TOTAL FEES + REIMBURSABLES	\$75,000

TEAM FEES:

Individual scopes by W-T Engineering and MG2A are attached to this proposal.

A breakdown of firm roles and fees follows below:

FIRM	ROLE	FEES
Teska Associates	Prime consultant, landscape architect	\$75,000
W-T Engineering	Aquatic engineer, IDPH Permitting, subconsultant to Teska associates	\$12,000
MG2A	Civil engineering, consulting directly with Village of Bradley	\$42,000
TOTAL		\$129,000



Teska Associates, Inc.
Attn: Jodi Mariano
Sent via email – JMariano@teskaassociates.com

January 26, 2022

Re: Lil’s Park – Bradley, IL.
Proposal for Civil Engineering

Dear Mrs. Mariano,

Thank you for considering MG2A to provide civil engineering services for the planned project for the Village of Bradley.

It is MG2A’s understanding that Teska Associates Inc. has completed a concept plan for the proposed improvements. The concept site plan of the proposed development is attached hereto and is the basis for our proposal.

M. Gingerich Gereaux and Associates (MG2A) proposes to provide the following scope of work to help you and your design team move forward with the improvements to Lil’s Park. MG2A will coordinate all work with Teska, but contract directly with the Village of Bradley.

STEP 1 – Conceptual Plan \$3,000

MG2A shall refine the concept plan developed by your design team based on on conversations with Mayor Watson and Village staff. This work shall also include attending various team meeting and meetings with city staff.

- 1. T&M Budget \$ 3,000 Refine Conceptual Plan (with input from Teska)

STEP 2 – Civil Engineering Improvement Plans \$20,500

MG2A shall prepare civil engineering plans in coordination with Teska and Associates Inc. This work shall include preparing final engineering plans and specifications suitable for construction of public improvements.



NOTE: The construction drawings budget shall include:

- Cover sheet with construction specifications,
- Topographic and demolition plan sheet,
- Sanitary sewer plan and profile sheets,
- Water main plan and profile sheets,
- Grading and drainage plan sheets,
- Construction detail sheets and
- Storm water pollution prevention plan
- Preparation of IEPA permit applications to extend water main and sanitary sewer are included.

NOTE: This work and budget does not include the cost of various permits, municipal or review fees or fees related to agreements with utility providers.

STEP 3 – Construction Staking and Periodic Observation Budget **\$ 18,500**

MG2A is available to provide construction engineering phase services as follows:

1. Construction staking and control monuments
2. Construction observation (~\$100 per hour)
3. NPDES Storm water weekly inspections (~\$200 per week)

Let me know if you have any questions, we are ready to proceed.
Thanks again for considering MG2A.

Best Regards,

Todd W. Gereaux – Project Manager



January 19, 2022

Teska Associates, Inc.
627 Grove Street
Evanston, IL 60201

Attn: Jodi Mariano

Re: Village of Bradley
Bradley, IL

Dear Jodi:

We at The W-T Group, LLC (WTG) thank you for the opportunity to present this proposal. Pursuant to your email dated 01.12.22, we have prepared the following agreement to provide Aquatic engineering services for your project.

Understanding of Project Scope

It is our understanding that you require Aquatic engineering services for the proposed construction to the Village of Bradley Splash Pad, located in Bradley, IL. Per our conversations/the RFP/etc., we understand that the proposed project scope will include the design and engineering of a new splash pad, reservoir and associated plumbing system.

In the event that the project scope materially changes at any time during the project, WTG will evaluate the impact to our fee structure based upon the project phase, project progress, and extent of scope change. WTG will notify the client in advance of further work and provide a scope change authorization.

Services Provided by WT Group

WT Group will provide the following selected services:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Aquatic Engineering | <input type="checkbox"/> Mechanical Engineering | <input type="checkbox"/> ADA Consulting |
| <input type="checkbox"/> Civil Engineering | <input type="checkbox"/> Electrical Engineering | <input type="checkbox"/> Construction Mgmt. |
| <input type="checkbox"/> Land Surveying | <input type="checkbox"/> Plumbing Engineering | <input type="checkbox"/> Telecom Design |
| <input type="checkbox"/> Structural Engineering | <input type="checkbox"/> Scope Fire Prot. Specs. | <input type="checkbox"/> Other: _____ |

For the purposes of this agreement, WTG's services are explicitly limited to the selected services above. At the client's request, WTG may propose additional services otherwise not included in this document.



Services Provided by Others

WTG is a full service, multi-discipline firm. Though typically, WTG works in conjunction with other professional service firms hired and directed by others. It is understood that WTG must rely on the information provided by the client and other professionals. Unless otherwise stated, WTG is expressly not responsible for determining completion, accuracy, or performing reviews for any other services and information provided by others. However, from time to time, WTG may utilize the services of sub-consultants within our scope of services. WTG is responsible for sub-consultants that we hire and manage directly.

Project Phases

Schematic Design | Design Development Documents Phase

1. Review applicable codes and advise as necessary.
2. Develop schematic design narrative to define the proposed concept for the splash pad design and associated filtration and chemical systems. Receive client input and revise as required.
3. Prepare final design development drawings and specifications to identify and define aquatic components.
4. Define aquatic filtration and chemical systems. Provide preliminary splash pad utility requirements and coordinate with design team.
5. Attend (2) project coordination meetings or conference calls during this phase upon request.

Construction Documents Phase

1. Prepare Construction Documents and technical specifications for:
 - a. Bidding, Permit and Construction.
 - b. Provide required information relating to the design of the splash configuration, depths, interior finish, pool accessories, filtration and chemical system.
 - c. Provide required information to the architect and other consultants to assist in their design of the splash pad facility and utilities associated with the pool equipment.
2. Attend (2) project coordination meetings or conference calls during this phase upon request.

Bidding | Negotiations | Permit Phase

1. Provide preliminary review of the design team's construction documents for compliance with the Illinois Department of Public Health code requirements.
2. Submittal of signed and sealed Aquatic engineering drawings and specifications to the Illinois Department of Public Health.
3. Respond to the Illinois Department of Public Health plan review comments.
4. Procure the Illinois Department of Public Health splash pad construction permit on behalf of the project owner.
5. Provide clarifications and answer questions as required. Issue addenda as required.

Construction Administration Phase

1. Provide clarifications and answer questions as required.
2. Review of shop drawings and/or product data.
3. Provide (2) site observations and reports during construction upon request.
4. Provide (1) site observation and punch list report upon project completion and request.



Exclusions

1. Attending weekly or bi-weekly conference calls.
2. Identifying design team's drawings sheets to be included in the IDPH permit submittal.
3. Design of splash pad facility decks, deck drainage, enclosures or barriers, sanitary backwash receptacle, fresh water connections, hose bibs, utilities for pool equipment, bather preparation facilities, filtration and chemical system rooms.
4. Mechanical engineering.
5. Electrical engineering.
6. Plumbing engineering.
7. Civil engineering.
8. Landscape architecture.
9. Structural engineering: only splash pad structure is included and is based on a minimum 2,000 psf soil bearing capacity. Design of the splash pad structure due to unique soils conditions will be an additional service.
10. Design of special foundations, caissons or footings.
11. Design of footings for play features or play structures or slides is by the manufacturer.
12. Detailed construction cost budgeting and estimates.
13. Any permit fees.
14. Procuring all relevant local permits: only IDPH permit is included.

Notes

1. This proposal is valid for 60 days from the date at the top of this proposal.
2. No work will commence without a signed proposal.
3. Work will commence within 10 business days from the date this proposal is signed and returned. Exact start date will depend on our current schedule commitments and production schedule.



Fee Proposal

WT Group proposes to provide the Scope of Services defined above on a fixed fee basis as follows:

PHASE	PHASE TOTAL
SCHEMATIC DESIGN DESIGN DEVELOPMENT DOCUMENTS	\$ 3,200.00
CONSTRUCTION DOCUMENTS	\$ 4,800.00
BIDDING NEGOTIATIONS PERMIT	\$ 1,500.00
CONSTRUCTION ADMINISTRATION	\$ 2,500.00
TOTAL DESIGN PROPOSAL	\$ 12,000.00

SCOPE

This estimate is based upon our experience with similar projects. We will not exceed this upper limit without your prior approval. However, as indicated in this proposal, additional services and scope changes may require additional fees.

WTG will make the Client aware at the earliest reasonable opportunity if we identify that the Project requires services that are out of Scope, excessive changes, or if additional services are warranted. The WTG representative will provide the new fee with written explanation and will require client approval prior to proceeding in any of these cases.

REIMBURSABLE FEES

WTG may incur "Reimbursable" fees during our course of work. Examples of reimbursable costs include, but are not limited to prints, delivery service, local and long distance travel expenses, and notification fees. Reimbursable fees may be invoiced at cost plus 10%. Upon request, WTG can provide an estimated budget for reimbursable costs.

PAY TERMS

The Project will be invoiced at milestone delivery dates and/or monthly based on percentage of completion of each phase. Payment is due within THIRTY (30) days of the invoice date. Should payments become delinquent, WTG reserves the right to execute any or all of the following: charge 1.5% interest per month, stop work on the project, all legal options such as collection agencies, filing liens on the property, and legal action.



SIGNATURE PAGE

If the above agreement meets your approval, please initial each page, sign two (2) copies, and return one (1) original to us. On behalf of WT Group, I look forward to working with you on this project.

Respectfully Submitted,

Ryan R. DiFatta
Principal | Partner, Aquatic Engineering

(Teska Associates, Inc.) ACCEPTED BY:

Client Signature _____ Date _____

Print Name _____ Title _____

Project Contact Information

WT GROUP
Ryan DiFatta _____ Principal | Partner

Primary Contact _____ Title _____

224.293.6462 _____ RDifatta@WTGroup.com
Office Phone # _____ Cell Phone # _____ Email _____

CLIENT

Primary Contact _____ Title _____

Office Phone # _____ Cell Phone # _____ Email _____

WT GROUP – ACCOUNTING CONTACT
Accounts Receivable
Main: 224-293-6333
billing@wtengineering.com





2022 BILL RATE SCHEDULE

ENGINEERING	
Principal In Charge	\$ 195.00
Principal In Charge - Expert Testimony	\$ 350.00
Principal	\$ 175.00
Engineer I	\$ 95.00
Engineer II	\$ 115.00
Engineer III	\$ 135.00
Engineering Intern	\$ 75.00
CAD/BIM Technician I	\$ 65.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician III	\$ 85.00
Designer I	\$ 75.00
Designer II	\$ 85.00
Designer III	\$ 95.00
Project Manager I	\$ 120.00
Project Manager II	\$ 135.00
Project Manager III	\$ 150.00
Field Data Collector	\$ 75.00
Crew Chief - Solo	\$ 150.00
Crew Chief - Team	\$ 110.00
Crew Chief - Team, Construction Staking	\$ 135.00
Survey Crew Member	\$ 50.00
Utility Locator	\$ 90.00
Permitting/Utility Coordinator	\$ 110.00
Department Coordinator/Project Coordinator	\$ 75.00

CONSULTING	
Accessibility Specialist	\$ 75.00

CONSTRUCTION MANAGEMENT	
Construction Manager I	\$ 120.00
Construction Manager II	\$ 135.00
Construction Manager III	\$ 150.00
Site Superintendent I	\$ 70.00
Site Superintendent II	\$ 90.00
Site Superintendent III	\$ 110.00

ADMINISTRATIVE	
Chief Executive Officer	\$ 225.00
Chief Operating Officer	\$ 195.00
Chief Financial Officer/Chief Information Officer	\$ 175.00
Chief Information Officer	\$ 175.00
Human Resources Manager	\$ 150.00
Business Development Specialist	\$ 150.00
Marketing Manager	\$ 100.00
Office Manager	\$ 85.00
A/R Manager	\$ 85.00
A/P Manager	\$ 85.00
Accounting Clerk	\$ 75.00
Administrative Assistant	\$ 75.00
IT Technician	\$ 120.00
Receptionist	\$ 50.00
Custodian	\$ 50.00



GENERAL TERMS AND CONDITIONS

1. CLIENT RESPONSIBILITIES

Client shall do the following in a timely manner so as not to delay the services of Consultant:

- a. Provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work.
- b. Designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for Consultant's services.
- c. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- d. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- e. Client reserves the right by written change order or amendment to make changes in scope or time schedule adjustments, and Consultant and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

2. CONSULTANT RESPONSIBILITIES

Consultant shall do the following in a timely manner so as not to delay the Project:

- a. Provide professional services described more fully in the Agreement in accordance with generally accepted and currently recognized practices and principles.
- b. Give prompt written notice to Client whenever Consultant observes or otherwise becomes aware of any development that may reasonably affect the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- c. The Design Professional shall have the right to rely on the accuracy of any information provided by the Client or provided by other consultants as directed by the Client. The Design Professional shall not be required to review this information for accuracy.
- d. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor or any other contractors or subcontractors.
- e. Consultant makes no warranty, either expressed or implied, with respect to its services.

3. PAYMENT TERMS

- a. Consultant shall submit invoices monthly, or at project milestones, for services rendered, and reimbursable expenses incurred based upon Consultant's estimate of

the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period.

- b. Client shall make prompt monthly payments in response to Consultant's monthly statements.
- c. If Client fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt of Consultant's statement, interest at the rate of 1.5% per month shall be added to the past amounts due to Consultant.

4. SUSPENSION AND TERMINATION

- a. Client may direct Consultant to suspend services, in whole or in part, and upon receipt of such direction in writing, Consultant shall immediately take all reasonable steps to minimize any costs resulting from the suspension. Client, however, shall pay all costs resulting from the suspension.
- b. Upon seven (7) days written notice to Client of intent to suspend services for non-payment, Consultant may suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant shall not be liable for delays or damages resulting from any suspension of services pursuant to this paragraph.
- c. In the event Consultant's invoices remain unpaid 30 days from the date of suspension of services, Consultant may terminate the Agreement.
- d. In the event of termination of this Agreement, Client shall pay Consultant as follows:
 - a. For lump sum fees, in accordance with the percent of work accomplished to total project scope.
 - b. For time expended on the Project on hourly fee billing matters.
- e. In the event of termination of this Agreement, Client shall pay the costs Consultant incurred for sub-consultants to render professional services under this Agreement and all unpaid additional services and unpaid reimbursable expenses, plus all expenses incurred as a result of termination.

5. FORCE MAJEURE

In the case of an event beyond the control of the Client and Consultant, which prevents either Party from complying with any of its obligations under this Contract, including but not limited to:

- a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- c. rebellion, revolution, insurrection, or military or usurped power, or civil war;



- d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e. Disease, designated as a Pandemic or Endemic on a local or global scale;
- f. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- g. acts or threats of terrorism.

Neither the Client nor the Consultant shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

If and to the extent that the Consultant is prevented from executing its Services by the Event of Force Majeure, while the Consultant is so prevented the Consultant shall be relieved of its obligations to provide the Services but shall continue a good faith effort to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with Standard of Care, PROVIDED that if and to the extent that the Consultant incurs additional Cost in so doing, the Consultant shall be entitled to the amount of such Cost.

If and to the extent that the Consultant suffers a delay during the project as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion.

6. REUSE OF DOCUMENTS

All documents including but not limited to reports, drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Consultant shall retain all ownership and property interests therein even if the Project is not completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, 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 reuse without written verification or adaptation by Consultant will be without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation

shall entitle Consultant, and its independent professional associates or consultants, to compensation at the rates in effect at the time of the use.

7. STANDARD OF CARE

The standard of care for all professional services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished.

8. PERMITS AND APPROVALS

It is the responsibility of the Owner to obtain all necessary permits and approvals except as otherwise noted in proposal as an included service. The Design Professional will assist the Owner as mutually agreed in writing.

9. ENVIRONMENTAL

The Design Professional assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

10. JOBSITE SAFETY

The Design Professional is not responsible for job site safety or for construction means, methods, techniques or sequences. Job site safety and construction means, methods, techniques or sequences are the responsibility of the Contractor.

11. INSURANCE

- a. Consultant shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide for coverage in such amounts, with such deductible provisions and for such period of time as set forth below, and certificates indicating that such insurance is in effect will be delivered to Owner:

Amount:	\$ 2,000,000
Deductible:	\$ 80,000

- b. Consultant shall procure and maintain Workman's Compensation, General Liability, and Automobile Liability insurance as set forth below. Consultant shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Consultant.

Workman's Compensation:	\$ 1,000,000
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General Liability: \$ 2,000,000/occurrence
 \$ 4,000,000/aggregate

Automobile Liability:
(hired and non-owned) \$ 1,000,000

- c. Owner shall cause Consultant and its independent professional associates and consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- d. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Owner shall require Contractor to cause Consultant and its independent professional associates and consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- e. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Consultant or its independent professional associates and consultants. Owner and Consultant waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Consultant shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

12. INDEMNIFICATION

- a. To the fullest extent permitted by law, Consultant agrees to indemnify and hold Client harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by Consultant's negligent

acts, errors or omissions in the performance of professional services under this Agreement.

- b. To the fullest extent permitted by law, Client agrees to indemnify and hold Consultant harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by the negligent acts, errors or omissions of Client or its agents or employees.
- c. To the extent that the claim at issue results from the negligence of both the Consultant and Client (or an entity or person for whom either is liable), Consultant and Client shall share the loss, cost, or expense in proportion to their relative degrees of fault.

13. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings (except for Consultant initiated claims for nonpayment for services), Consultant and Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by Consultant to mediation. Such mediation shall be conducted by the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

14. LIMITATION OF LIABILITY

Consultant's liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed the fees invoiced by Consultant on the project or \$50,000, whichever is greater. Such causes include, but are not limited to, the Consultant's negligent acts, errors, omissions, strict liability, or breach of contract.

Notwithstanding the foregoing, to the fullest extent permitted by law, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.



Agenda Cover Memorandum

Meeting Date: 14 February 2022

Fiscal Year: 21-22

Agenda Item: Resolution for Lil's Park Landscape Architect Approval

Item Type: Ordinance Resolution Other

Action Requested: Approval First Reading For Discussion Informational

Staff Contact:
Name: Terry Memenga
Phone: 815-693-9516
Email: TJMemenga@BradleyIL.org

Internal Review
Initials
Date

Brief Summary:

Teska Associates have worked with the Village on ADA accessibility, OSLAD grant submission, and preliminary design elements for Lil's Park updates to include a splash pad, 2nd pavilion, increased parking, etc. We expect to move forward with update and wish to secure their design and oversight services for this project. They will ultimately partner with our Village Engineers (MG2A) and W-T Engineering, who specialize in the splash pad work.

Recommendation:

Approval

Supporting Documents:

Financial (if applicable)

Is this a budgeted item? Yes No Requires Budget Amendment

Line Item: Title:

Amount Budgeted: \$