



## Schedule of Hourly Rates - Projected Village Planner Consulting Services

The following rates include salary, overhead and fee. They are valid through December 31, 2009.

K.L. Graham, ASLA, RLA	Managing Principal, Landscape Architecture/Site Design	\$110.00
D.E. Garrison, ASLA, RLA, CPSI	Principal, Director of Landscape Architecture	110.00
J.E. Crane, PWS	Director of Environmental Studies	105.00
L.R. Richart	Senior Executive, Transportation/Environ. Services	136.00
P.J. Richart	Senior Executive, Planning	125.00
R. Porter	Senior Executive QAQC, Park Planning	125.00
K.M. Jury	Assistant Director of Environmental Studies	94.00
M.R. Ritsema	Project Ecologist	65.00
B.C. Lewis	Landscape Designer	85.00
L. McCall Vierow, ASLA, RLA	Senior Landscape Architect	92.00
M. Fox, CPSI, ASLA	Associate Landscape Architect	75.00
K. Stonehouse, AICP	Senior Planner	90.00
N.R. Schmidt	Project Planner	64.00
E.D. Weleski	Project Manager	70.00
R.J. Alexander	Project Designer	62.00
C.A. Heagney	Administrative Assistant	56.00
J.A. Graham	Administrative Assistant	56.00

### Direct Costs

Mileage is billed at \$0.50 per mile, photocopies at \$0.10 each, and facsimile transmissions at \$1.00 per page. Other direct reimbursable costs are billed without markup. All major expenses will be approved by the client prior to being incurred. Receipts and expense sheets are kept on file to verify all expenditures.



## Schedule of Hourly Rates For Professional Consulting Services

The following rates include salary, overhead and fee. They are valid through December 31, 2009:

K.L. Graham, ASLA, RLA	Managing Principal, Landscape Architecture/Site Design	135.00
D.E. Garrison, ASLA, RLA, CPSI	Principal, Director of Landscape Architecture	135.00
J.E. Crane, PWS	Director of Environmental Studies	115.00
L.R. Richart	Senior Executive, Transportation/ Environ. Services	154.00
P.J. Richart	Senior Executive, Planning	147.00
R. Porter	Senior Executive QA/QC, Park Planning	130.00
K.M. Jury	Assistant Director of Environmental Studies	100.00
M.R. Ritsema	Project Ecologist	69.00
B.C. Lewis	Landscape Designer	96.00
L. M. Vierow, ASLA, RLA	Assistant Director of Landscape Architecture	98.00
M. Fox, CPSI, ASLA	Associate Landscape Architect	75.00
K. Stonehouse, AICP	Senior Planner	90.00
N.R. Schmidt	Project Planner	69.00
E.D. Weleski	Project Manager	82.00
R.J. Alexander	Project Designer	65.00
C.A. Heagney	Administrative Assistant	59.00
J.A. Graham	Administrative Assistant	59.00

### Direct Costs

Mileage is billed at \$0.50 per mile, photocopies at \$0.10 each, color copies at \$2.00 each, and facsimile transmissions at \$1.00 per page. Other direct reimbursable costs are billed without markup. All major expenses will be approved by the client prior to being incurred. Receipts and expense sheets are kept on file to verify all expenditures.

**VILLAGE OF ORLAND PARK**  
**Landscape Reviews**  
**(Contract for Services)**

Contract  
we sent to  
PRI

This Contract is made this \_\_\_ day of \_\_\_\_\_, 2009 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Planning Resources, Inc. (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- This Contract
- The Terms and Conditions
- The Agreement for Professional Services submitted by Contractor dated January 5, 2009 to the extent it does not conflict with this contract.
- All Certifications required by the Village
- Certificates of insurance
- Attachment A - Current Schedule of Hourly Rates – Projected – Village Planner Consulting Services and Current Schedule of Hourly Rates For Professional Consulting Services

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

*Furnish technical and professional assistance such as landscape reviews, landscape inspections, environmental (wetland/erosion) inspections or other planning services, as requested by the Village of Orland Park billed on a time and materials basis*

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services: Time and Materials billed monthly based on Current Schedule of Hourly Rates for a total amount not to exceed the Board approved

budgeted amount for said services..

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Contract applies to the 2008/2009 fiscal year and shall commence on October 1, 2008. The WORK shall commence immediately on that date and continue expeditiously for fifteen (15) months from that date. The term of this contract shall be automatically renewed for up to four (4) successive one year terms at the then current hourly rates in effect unless the VILLAGE notifies the VENDOR in writing at least thirty (30) days before said anniversary date that it does not wish to renew the contract. This contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.



Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:  
Denise Domalewski  
Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us)

To the CONTRACTOR:  
Keven L. Graham  
Principal  
Planning Resources Inc.  
402 West Liberty Drive  
Wheaton, Illinois 60187  
Telephone: 630-668-3788  
Facsimile: 630-668-4125  
e-mail: [KGraham@planres.com](mailto:KGraham@planres.com)

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 12: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES. The following changes shall be made to the January 5, 2009 Agreement for Professional Services submitted by Planning Resources, Inc:

Within Section D Method of Payment, the sentence "Invoices shall be due and payable within thirty (30) days of receipt by the CLIENT" shall be stricken. Invoices shall be paid pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) as stated above in Section 2.

Section E Time of Performance shall be stricken in its entirety and replaced with Section 4 Term of Contract stated above.

Section F Hold Harmless shall be stricken in its entirety and replaced with Section 5 Indemnification and Insurance stated above.

**SECTION 13: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

FOR: THE CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

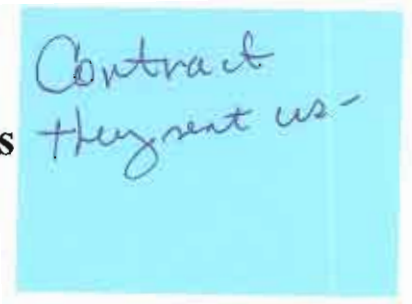
Its: Village Manager

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreement for Professional Services  
Between Planning Resources Inc.  
and  
Village of Orland Park**



January 5, 2009

This AGREEMENT made and entered into this \_\_\_\_\_, by and between PLANNING RESOURCES INC., 402 WEST LIBERTY DRIVE, WHEATON, ILLINOIS 60187 (hereinafter referred to as the "CONSULTANT"), and the VILLAGE OF ORLAND PARK, 14700 RAVINIA AVENUE, ORLAND PARK, ILLINOIS 60462 (hereinafter referred to as the "CLIENT").

WITNESSETH THAT:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance such as landscape reviews, landscape inspections, environmental (wetland/erosion) inspections or other planning services, as requested by the Village of Orland Park (hereinafter referred to as the "PROJECT"), and the CONSULTANT has signified their willingness to furnish technical and professional services to the CLIENT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services:

The CONSULTANT agrees to perform in a good and professional manner those services such as landscape reviews, landscape inspections, environmental (wetland/erosion) inspections or other planning services.

B. Services to be Provided by the Client:

The CLIENT shall provide one copy of applicable information available to the CLIENT and deemed useful for carrying out the work on this PROJECT, as determined by the sole discretion of the CLIENT, this information shall be promptly furnished to the CONSULTANT. Examples could include base maps, utility atlas, boundary survey, etc.

If, by reason of any fault of CLIENT, materials or services to be provided by the CLIENT are not made available to the CONSULTANT in a timely manner, the CONSULTANT may, at its option, notify CLIENT in writing, and stop work on the PROJECT until such materials or services are provided.

C. Changes:

The CLIENT may from time to time, require or request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to the AGREEMENT.



D. Method of Payment:

The CONSULTANT shall submit invoices to the CLIENT not more often than once per month during the course of the work, for partial payment on account, for work completed to date. Such invoices shall represent the value of the partially completed work and shall be accompanied by a one to two-page progress report documenting the work accomplished at the end of the billing period. Invoices shall be due and payable within thirty (30) days of receipt by the CLIENT.

E. Time of Performance:

The services of the CONSULTANT will begin upon execution of this AGREEMENT by both parties. Absent causes beyond the control of the CONSULTANT, the CONSULTANT shall complete the work covered by this AGREEMENT within twelve (12) months from the date of notice-to-proceed. This AGREEMENT shall expire two (2) months after the scheduled completion date specified herein, unless the time is extended by mutual agreement of the CLIENT and CONSULTANT, as evidenced by an amendment to this AGREEMENT.

F. Hold Harmless:

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Client and Consultant, they shall be borne by each party in proportion to its negligence.

G. Termination:

This AGREEMENT may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This AGREEMENT may be terminated by the CLIENT upon at least seven (7) days' written notice to the CONSULTANT in the event that the PROJECT is abandoned by the CLIENT.

In such event, all finished and unfinished documents and work papers prepared by the CONSULTANT under the AGREEMENT shall become the property of the CLIENT and the CONSULTANT shall receive the compensation to which it is entitled based upon hours of work performed and expenses incurred in accordance with Sections D and E.

H. Nondiscrimination:

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities. This contract is subject to and governed by the rules and regulations of the Illinois Fair Employment Practices Act.

I. Contract Documents:

The contract documents that constitute the entire AGREEMENT between the CLIENT and the CONSULTANT shall include the following component parts, all of which are attached hereto and shall be deemed to be a part hereof just as though set forth in full in this AGREEMENT.

Attachment A – Current Rate Sheet

J. Excusable Delays:

The CONSULTANT shall not be in default by reason of any failure in performance of this AGREEMENT in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either the sovereign or contractual capacity, fires or floods, but in every case, if the failure to perform is beyond the control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in default.

K. Extra Work:

No extra work will be undertaken without written authorization. If requested and authorized in writing by the CLIENT, the CONSULTANT will be available to furnish, or obtain from others, extra work of the following types:

1. Extra work due to changes in the general scope of the study including, but not limited to, changes in size, complexity or character of the work items.
2. Additional or extended services due to: (a) the prolongation of the AGREEMENT time through no fault of the CONSULTANT, (b) the acceleration of the work schedule involving services beyond normal working hours, or (c) non-delivery of any materials, data or other information to be furnished by the CLIENT or others not within the control of the CONSULTANT.
3. Other additional services requested and authorized by the CLIENT that are not otherwise provided for under this AGREEMENT.
4. Attendance at additional meetings beyond those made part of this AGREEMENT and described in Attachment A.

The costs and schedule for completing extra work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provision of Paragraph C (Changes) and Paragraph E (Method of Payment) of this AGREEMENT.

L. Validation of Agreement:

The terms of this AGREEMENT will become valid upon execution by both parties:

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

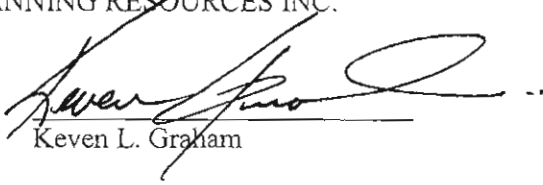
CONSULTANT:

CLIENT:

PLANNING RESOURCES INC.

VILLAGE OF ORLAND PARK

By:

  
Keven L. Graham

By: \_\_\_\_\_

Title: Principal.

Title \_\_\_\_\_

Date: January 5, 2009

Date: \_\_\_\_\_