

Title The Grove Park 10/16/2025

by Jim Holder in Member District ADA Project Request

id. 52008065

250 E Wood Street Palatine, Illinois 60067 **United States** 

847-705-5131 ADAProjects@palatineparks.org

# **Original Submission**

10/16/2025

Score	n/a
Name	Jim Holder
Job Title	Director of Parks & Planning
E-mail Address	adaprojects@palatineparks.org
Phone Number	847-705-5131
Park District	Palatine
Project Location	The Grove Park
Project Status	New
Project Type	Recreation Facilities and Amenities Routes and Surfaces
	Benches- Picnic Tables Playgrounds- Play Components
Routes and Surfaces- select a Project Category below:	Accessible Routes- Means of Egress Play Surfaces Ramps Sidewalks
Benefits of the Project	The new construction project will allows individuals with mobility issues to access the new playground from the parking area.
Items that will become ADA Compliant	Sidewalks play area sloped entry, and playground features.

The project is designed or constructed, or applies human resources, to comply

with:

The 2010 Standards for Accessible Design The Illinois Accessibility Code

ASTM F 1951 Standard for Accessible Playground Surfaces

Upload Project Related Files, Photos, Videos or Audio

00\_The\_Grove\_ADA\_Calculations.pdf

01\_The\_Grove\_Revised\_Plan\_Set.pdf

02\_Ex\_Agreement\_LSI\_The\_Grove.pdf

03\_P.O\_LSI\_The\_Grove.pdf

04\_Ex\_Agrrement\_Upland\_The\_Grove.pdf

Budget Table for ADA Related Expenses

### **Budget Table.xlsx**

ADA Dollars Requested 99233.54

Notes related to requested amount

Project Type	Project Category	Project Category Cost	ADA Portion of Project Cate	% ADA Dollars Requested
	Sidewalks, Playgrounds components,			
	benches, play area entry ramp, and			
Rec amenities & Routes and surfaces	surfacing	\$340,205.00	\$99,233.54	29.17%

Total Project Cost	\$340,205.00
Total ADA Portion of Project	\$99,233.54
Total % of ADA Dollars Requ	29.17%

# The Grove Park Playground Development & ADA Improvements

Equipment	Total	% ADA	ı	ADA Total
Playground Equipment	\$ 130,924.00	28%	\$	36,658.72
Equipment Total	\$ 130,924.00	_	\$	36,658.72
4. [		=	<u> </u>	,
Construction	Total	% ADA		ADA Total
Excavation/Disposal	\$ 37,600.00	28%	\$	10,528.00
Stump grinding	\$ 350.00	0%	\$	-
Silt fencing	\$ 981.00	0%	\$	-
Inlet protection	\$ 450.00	0%	\$	-
Concrete washout	\$ 500.00	50%	\$	250.00
Concrete paving	\$ 31,925.00	40%	\$	12,770.00
Safety surfacing	\$ 24,775.00	28%	\$	6,937.00
Underdrainage	\$ 5,098.00	0%	\$	-
Install 5-12 structure	\$ 38,400.00	28%	\$	10,752.00
Install swings	\$ 1,566.00	25%	\$	391.50
Install independent pieces	\$ 5,241.00	28%	\$	1,467.48
Dynamatt	\$ 4,792.00	100%	\$	4,792.00
Tree planting	\$ 1,350.00	0%	\$	-
lawn restoration	\$ 3,800.00	0%	\$	-
Construction Total	\$ 156,828.00	- =	\$	47,887.98
A&E	\$ 28,615.00	28%	\$	8,012.20
LSI fee	\$ 19,133.00	28%	\$	5,357.24
Bonds	\$ 4,705.00	28%	\$	1,317.40
Total ADA Submission	\$ 340,205.00	_	\$	99,233.54
	+ 1 13/200100	=		,

# 2025 Playground **Renovations at The Grove**

The Grove: 4801 Old Plum Grove Rd, Rolling Meadows 60008



## Palatine Park District

250 E. Wood Street Palatine, Illinois 60067





L License 060-007797

SURVEYOR:

JLH Land Surveying inc. 910 Geneva St. Shorewood, Illinois 60404 Phone: 815-729-4000 ILicense: 184-007120

#### SHEET INDEX

1.0 Title Sheet

#### The Grove:

- 3.0 Existing Conditions & Removals Plan
- 3.1 Layout Plan
- 3.2 Dimension Plan
- 3.3 Grading, Utilities & Restoration Plan

#### Construction Details:

- 4.0 Construction Details
- Construction Details



#### 2025 **Playground** Renovations at The Grove

The Grove



ORIGINAL ISSUE DATE

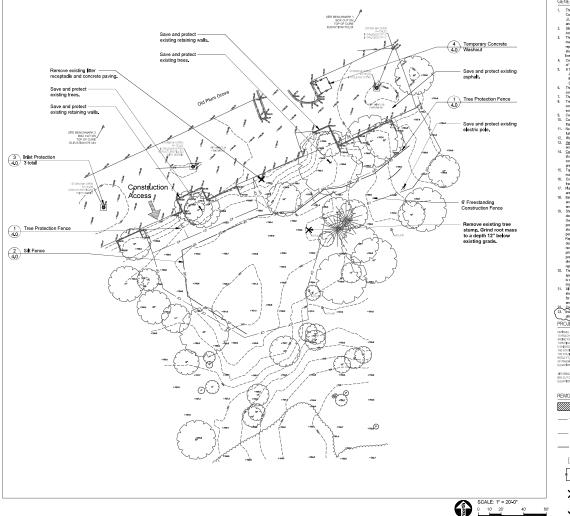
Issue for Permit 13MAY2025

PROJECT NUMBER 1352

Title Sheet

1.0





#### GENERAL NOTES: EXISTING CONDITIONS & REMOVALS

# other work within the site. Inspection shall be scheduled with the City Forester. PROJECT BENCHMARK

STE BENCHMARK1 BOX OUT ON FOR OF CURB BLEW/10N-75220 STE BENCHMARK 2 BOX OUT ON TOP OF CURB BLEW/TON-751 83

REMOVALS LEGEND Remove Existing Concrete Paving



#### 2025 Playground Renovations at The Grove



Shorewood, Illinois 60404 Phone: 815-729-4000

ORIGINAL ISSUE DATE

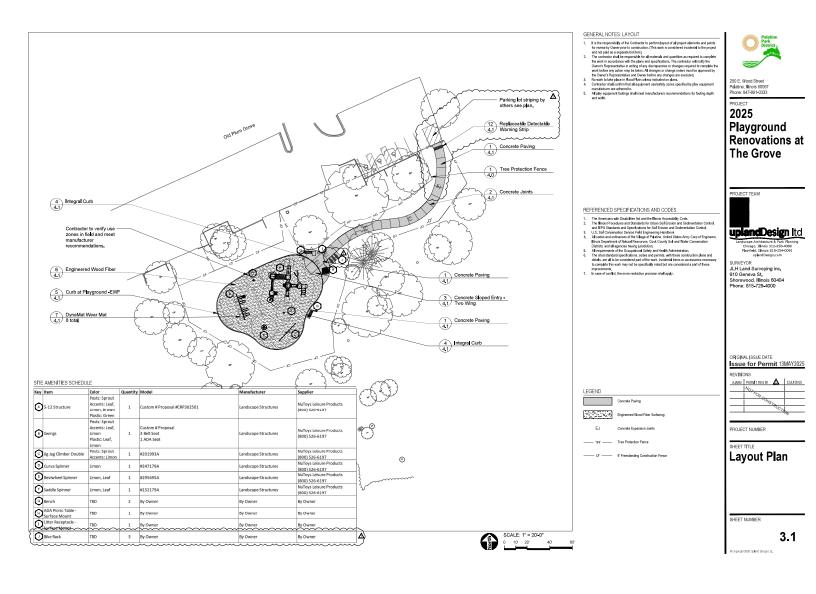
Issue for Permit 13MAY2025 REVISIONS AJAMM PERMIT REV #1 A 23JUN2025

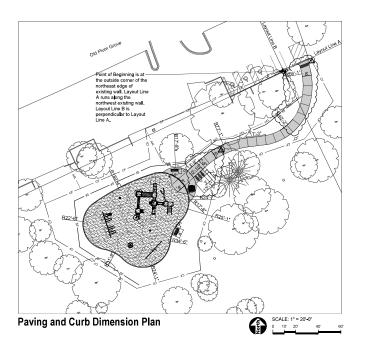
PROJECT NUMBER 1352

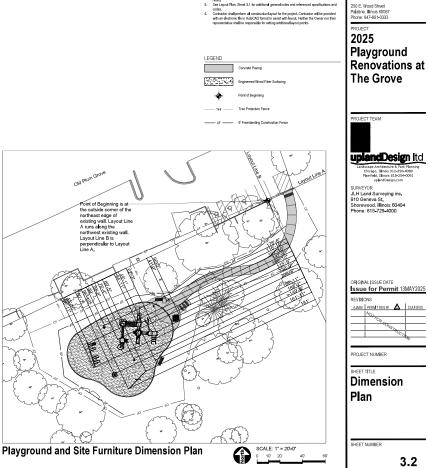
**Existing Conditions &** Removals Plan

SHEET TITLE

3.0





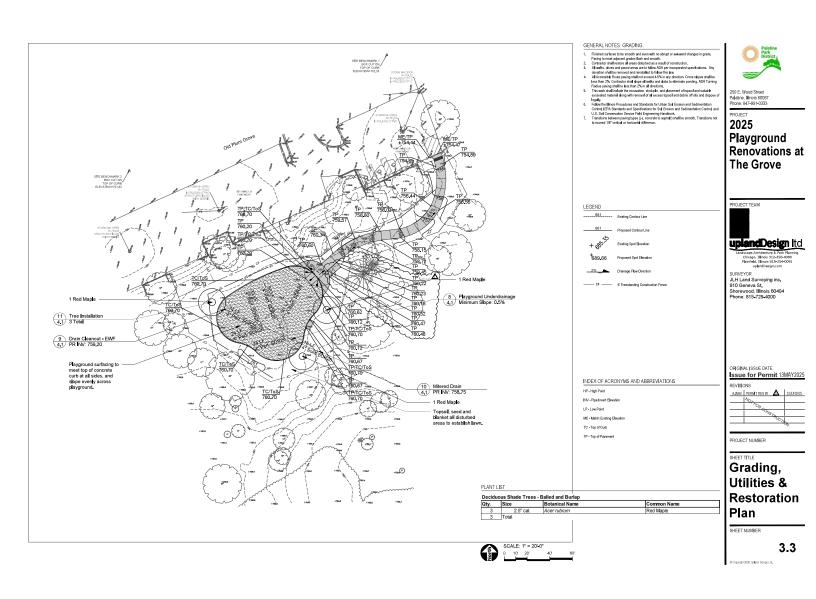


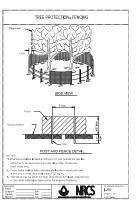
GENERAL NOTES: DIMENSION



ORIGINAL ISSUE DATE

ISSUE for Permit 13MAY2025

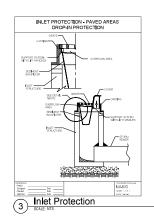


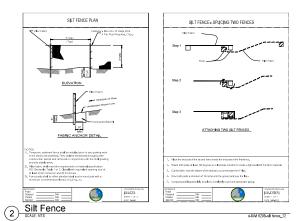


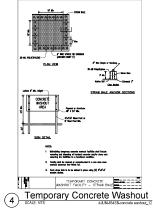
Tree Protection Fence

SCALE: NTS

GANGCS-II SPOLEN









## 2025 Playground Renovations at The Grove

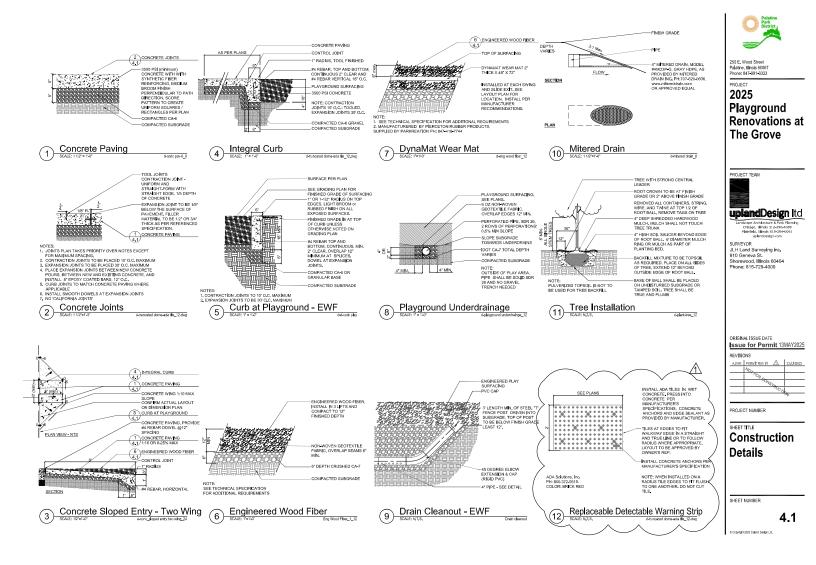
SURVEYOR JLH Land Surveying inc. 910 Geneva St. Shorewood, Illinois 60404 Phone: 815-729-4000

ORIGINAL ISSUE DATE Issue for Permit 13MAY2025 PROJECT NUMBER

SHEET TITLE

Construction **Details** 

4.0



#### AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement between Owner and Contractor (the "Agreement") is made as of this 14<sup>th</sup> day of April 2025.

BETWEEN:

The Palatine Park District ("Owner") with Administrative Offices located at

250 East Wood Street Palatine, IL 60067

AND:

Landscape Structures INC. ("Contractor"), a corporation with offices located at:

601 7th Street South Delan, MN 55328

IN CONSIDERATION of the mutual promises between the Owner and Contractor (jointly referred to as "Parties") as stated herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreement, either written or oral.

#### **ARTICLE 2 THE WORK**

The Contractor shall perform all the ("Work") required by the Contract Documents for:

The Grove Park "2025 Playground Projects"

Project Number: 25-34-1

#### **ARTICLE 3 TERMS, COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall be commenced August 18, 2025, and, subject to authorized adjustments, substantial Completion shall be achieved not later than November 28, 2025.

3.1 The Palatine Park District reserves the right to terminate the contract in accordance with the Performance Specification if any section of the performance specifications is not met.

#### **ARTICLE 4 CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Contract Amount: Three hundred eleven thousand five hundred ninety dollars. (\$311,590.00).

4.1 The Contract Sum is determined as follows:

All items listed in the Sourcewell Awarded Contract Number 010521-LSI revied proposal, dated April 4, 2025, and Purchase Order #31458.

4.2 In the event that changes in the Work are authorized by the Owner, such changes shall be duly recorded on a written Change Order and signed by either the Executive Director or the Superintendent of Parks & Planning

#### **ARTICLE 5 PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Owner and Architect (if used) by the Contractor together with all submissions as required by the Contract Documents and if required by Owner, Certificates for Payment issued by the Owner or Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than thirty (30) days following the end of the period covered by the Application for Payment ninety percent (90%) of the approved portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and zero percent (0%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

#### **ARTICLE 6 FINAL PAYMENT**

The Owner shall pay final payment, constituting the entire unpaid balance of the Contract Sum, to the Contractor when the Work has been completed, the Contract fully performed, and if required by Owner a final Certificate for Payment has been issued by the Architect (if used).

#### **ARTICLE 7 MISCELLANEOUS PROVISIONS**

- 7.1 Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.
- 7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows:

Agreement between Owner and Contractor (This Agreement)
Technical Specifications
Insurance Requirements
Contractor Certifications:

Article 33E of the Criminal Code of 1961 Sexual Harassment Provision of the Illinois Human Rights Act Criminal Background Check policy compliance

Continue Background once pointy compliance

Substance Abuse Prevention Program Certification

Performance Bond and Payment Bond

The Sourcewell Awarded Contract, 010521-LSI, Proposal dated April 4, 2025, Purchase Order #31458, and all forms and documents submitted therewith.

Modifications issued after the execution of this Agreement (Change Orders).

- 7.3 The Contractor shall notify the Owner of any and all deliveries of materials to the Project site at least 48 hours prior to such deliveries.
- 7.4 The Contractor shall notify the Owner of specific dates and times when construction is to occur at least 48 hours prior to such dates and times.
- 7.5 The Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to complete the work under this Agreement including but not necessarily limited to:

1. Barricades

4. Toilet facilities

Heating, electrical power and lighting

- 2. Fences
- \_\_\_\_\_
- 3. Storage facilities
- 5. First aid facilities6. Drinking water
- 7.6 The Owner acknowledges, understands and agrees that the Project and the Work are subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 through 130/12) which regulates the wage rates paid to laborers, workers and mechanics performing work under the contract. Accordingly, the Contractor certifies to the Owner that the Contractor:
  - a) will pay not less than the prevailing rate of wages for construction work in Cook County, as determined by the Illinois Department of Labor, to all laborers, workers and mechanics performing work under this Agreement. Current prevailing wage rates can be obtained from Illinois Department of Labor website: http://www.state.il.us/agency/idol/rates/rates.HTM.
  - b) make and keep, for a period of not less than five (5) years from the date of the last payment on a contract or subcontract for public works, records of all laborers, mechanics and other workers employed by them on the project (per 820 ILCS 130/5, as amended by P.A. 98-328). True and accurate records must include the worker's name, address, telephone number when available, last four digits of the social security number (per P.A. 100-1177), the worker's gender, race, ethnicity, and veteran status (per 820 ILCS 130/5, as amended by P.A. 100-1177), the worker's classification(s), gross and net wages paid in each pay period, number of hours worked each day, starting and ending times of work each day, hourly wage rate, hourly overtime wage rate, hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable (per 820 ILCS 130/5, as amended by P.A. 98-482).
  - c) that a complete copy of the certified payroll will be filed through the Contractors Illinois Public ID Account, that (i) he/she has examined the certified payroll records required to be submitted by the [Wage Act] and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required [by the Wage Act]; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
  - d) ensure any subcontractor or lower tiered contractor employed by the Contractor for the completion of the Work will comply with provisions as stated in 7.6-a through 7.6-c.
- 7.7 The Contractor shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Contractor shall be required to comply with all applicable Federal, State and local regulations with regards to equal opportunity employment, including full compliance with all applicable provisions of the Illinois Human Rights Act.
- 7.8 Notwithstanding anything herein to the contrary, the Parties mutually waive any claims against each other for consequential, special, incidental, indirect and punitive damages.

OWNER

President Palatine Park District
BOARD OF PARK COMMISSIONERS

Brant Dennis, VP of Finance

ATTEST

ATTEST

Seal Contractor

Brant Dennis, VP of Finance

This Agreement entered into as of the day and year first written above.

Secretary Palatine Park District
BOARD OF PARK COMMISSIONERS

## **Purchase Order**

Palatine

Park District	Furcilas	se Order	
	Requisition Only	P.O. Form	P.O. Number: 31458
		1	
Vendor	Landscape Structures, Inc.	D:	ate <u>April 4, 2025</u>
Street Address	601 7th Street South	Phone Numb	er 800-328-0035
City / State / Zip	Delano, MN 55328	7	
Attention		Ship to	Community Center
		1 ' -	Maintenance Area
Mail P.O			2nd Floor Receptionist
_		Г	Park District Maintenance Area
Deliver P.O	. in Person		Golf Course Pro Shop
		}	Golf Course Maintenance Building
Fax P.O.	Fax Number	] [	Combined Services Facility
		7	Birchwood
Have items been ord	ered? Yes No		Falcon
		1 [	Pick Up
Ship to the attention of	of		Other
A 11		04.0515.70	1.75 11) 1 1: 1:

All vendors must comply with Public Act 94-0515 (Certified Payroll) when it applies.

Allocation Number	Quantity	Description	Unit Price	Total
09-000-00000-6411-000		PlayBooster Component System		\$109,715.00
		Stand Alone Items		\$14,975.00
25-34-1		Swings		\$4,475.00
		Total		\$129,165.00
The Grove Playground		8% Contract Discount		(\$10,333.00)
1		Shipping		\$12,092.00
See Quote for Specifications	4	Equipment Total		\$130,924.00
		Work by Ostrander, Inc.		\$156,828.00
1		12% Non LSI Admin Fee Installation		\$19,133.00
		Payment and Performance Bond	:	\$4,705.00
		Provided by Landscape Stuctures		
		Install and Scope of Work Only		
		#010521-LSI Sourcewell Contract		
ĺ		Tax Exempt ID Number:		
		E99979918		
		TOTAL This Purchase Order:		\$311,590.00

Contractors rendering services to Palatine Park District must comply with all requirements of the Prevailing Wage Act, including but not limited to all wage, notice and record keeping duties and are responsible for determining the applicable prevailing wage rates throughout performance of the work. The failure of a contractor to make such determination shall not relieve it of its obligations to comply with all aspects of the Act.

Requisitioned by:	Jim Holder	Approved by:	24/11
		Approved by:	



ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.

LANDSCAPE STRUCTURES, INC 601 7TH STREET SOUTH DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035 Fax: 763-972-3185



March 26, 2025 (Revised April 4, 2025)

Page 1 of 2

Ship To:

TBD

Bill To: Palatine Park District 250 E. Woods St. Palatine, IL 60067

**Project Name: The Grove Park-Palatine** 

Call prior to Delivery: Bryan Ostrander 815-790-0086

QTY.	NO.	<u>DESCRIPTION</u>	<b>EACH</b>		<u>TOTAL</u>
		PlayBooster Component System			
1	147425A	Clatterbridge 123 w/Barriers		\$	9,015
1	152444A	Grid Walk w/Guardrails			3,010
1	111812A	Headform Set			-
1	175180A	Mushroom Stepper 24"Deck w/1 Recycled Wood	d-Grain Handhold		3,575
1	207582A	The Bend Rock <sup>1</sup>			10,690
1	169318F	Wood Plank Wiggle Ladder 72"Deck w/Recycled	l Wood-Grain Ha		2,205
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps			3,575
1	122916B	Double Wave Climber Equal Decks 72"Dk DB			5,295
1	345314A	Mini Summit Climber 40"Dk DB			1,640
1	345322A	O-Zone 3-Ring Climber w/Permalene Handholds	16"Deck Diff Atta	i	6,630
1	121948A	Kick Plate 8"Rise			150
6	111228A	Square Tenderdeck	\$ 1,375		8,250
1	185852A	Transfer Step w/2 Handloops DB			1,350
1	218172B	DigiFuse Barrier Panel w/Medallions Ground Lev	el Camping Med	;	2,810
1	217911A	DigiFuse Periscope Panel Above Deck Camping	-Compass/Sights		3,115
2	169319A	Recycled Wood-Grain Lumber Panel	1,650		3,300
1	120901A	Grab Bar			255
4	111404G	100"Alum Post DB	390		1,560
8	111404A	148"Alum Post DB	530		4,240
4	111403C	166"Alum Post For Roof DB	560		2,240
1	111403A	182"Alum Post For Roof DB			590
3	111403K	182"Steel Post For Roof DB	560		1,680
4	111404H	92"Alum Post DB	370		1,480
2	211190D	Tree House Roof w/o Stack and w/o Kids Only	4,160		8,320
1	130390A	Double Swoosh Slide 72"Dk DB1			3,155
1	123333A	Rollerslide 40"Dk DB			10,090
		WhooshWinder Slide 72"Dk DB1			6,760
1	222708A				,
1	173596A	Log Balance Beam DB <sup>1</sup>			4,735
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years D	Direct Bury		_
		SUBTOTAL		\$	109,715

ALSO:			
1	201993A	JigJag Climber Double w/2 Firepoles Aluminum Posts and DB On	\$ 4,830
1	247179A	Curva Spinner DB Only	2,505
1	295695A	ReviWheel Spinner DB Only	6,650
1	152179A	Saddle Spinner DB 16"Height	990
		SUBTOTAL	\$ 14,975
SWINGS:			
3	174018A	Belt Seat Proguard Chains 8' Beam \$ 165	\$ 495
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Bea	1,140
1	177332A	Single Post Swing Frame 8' Beam	1,630
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam	1,210
		SUBTOTAL	\$ 4,475
		EQUIPMENT TOTAL	\$ 129,165.00
		8% SOURCEWELL CONTRACT DISCOUNT	(10,333.20)
		SHIPPING	12,092.20
		TOTAL	\$ 130,924.00
		Work by Ostrander, Inc. (See attached for scope of work)	\$ 156,828.00
		12% Non-LSI Administration Fee for Installation	\$ 19,133.00
Payme	ent and Perform	nance Bond Provided by Landscape Structures for Installation and Scope of Work Only	\$ 4,705.00
		Project Total	\$ 311,590.00

## Please include a copy of your Sales Tax Exemption Certificate with Order Placement.

Signature	Title	Date		
La Hall	Director of Parks & Planning	4/15/2025		
Orders and Payments are to be r	made out to Landscape Structures.			
Contract Buying Program and acknowledge that Landscape Structures is the Vendor; and as such, Purchase				
<b>TERMS</b> : We acknowledge we are purchasing the above equipment through the above-referenced Discount				

# Ostrander Landscaping, Inc. 207 Oleson Rd. Marengo, Il 60152

# **Estimate**

Date	Estimate #
3/29/2025	1671

Name / Address	
Palatine Park District 250 E. Wood st. Palatine, Il 60067	

		F	P.O. No.	]	Γerms	Project
Item	Description		Qty		Rate	Total
Excavation/Disposal	THE GROVE Site preparation, removals and Earthwork Tempora construction fence, tree protection fence, Excavate/dispose of existing dirt inside playground are	`			37,600.0	37,600.00
MISC. Silt Fence Install MISC. MISC. Concrete	up to 18" deep and for concrete pathway up to 10" dee Grind 1 tree stump Install silt fence per ln. ft. 327 Inlet protection Concrete washout Concrete paving 1674 sq. ft., sloped entry 2 wing 130	p.			350.0 981.0 450.0 500.0 31,925.0	0 981.00 0 450.00 0 500.00
EWF Mulch DRAIN TILE IN	ft., integral curb at walk 47 LF, curb at playground 22: LF Provide and Install EWF mulch per yard. Drain tile 246 LF perforated, 15 LF solid, drain cleanor Mitered Drain				24,775.0 5,098.0	5,098.00
Playground Install Playground Install Playground Install MISC. TREE Install.	5-12 Play Structure Swings Independent pieces 8 Dynamat Wear mat Plant tree(s) 3 red maple 2.5"				38,400.0 1,566.0 5,241.0 4,792.0 1,350.0	0 1,566.00 0 5,241.00 0 4,792.00
Restoration	Lawn restoration of Disturbed areas				3,800.0	
Signature		•	Т	otal		•

Phone # 815-943-5987

# Ostrander Landscaping, Inc. 207 Oleson Rd. Marengo, Il 60152

# **Estimate**

Date	Estimate #		
3/29/2025	1671		

Name / Address	
Palatine Park District 250 E. Wood st. Palatine, Il 60067	

		P.O. No		Terms	Project
Item	Description	Q	ty	Rate	Total
NotesPG	*Note: JULIE locate for public utilities to be done pri to any excavation. Contractor is not responsible for a private utilities that are not marked by Julie. Estimate quoted utilizing machines for excavation/footings, if excessive hand work/digging is required due to utilitie any other reasons additional charges may apply. Any alterations from above scope would be cost and assess additionally if necessary. Contractor is not responsib for conditions outside contractors control. Permits not included. Proceeding without a permit is at the sole of and discretion of property owner. No engineering or surveyed layout included, customer to obtain these at their own cost if desired. Estimate valid for 30 days. Terms: 50% down payment and 50% payment due with 30 days. Late payments shall incur finance charge	ny is s or ed le			0.00
Signature	•	•	То	tal	\$156,828.00

Phone # 815-943-5987



## The Grove Playground Development

August 6, 2024

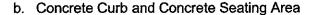
**Palatine Park District** 

**Project Background:** The Grove is a 3.7-acre park located at 4801 Old Plum Grove Road, and visitors enjoy its lovely tree-lined greenspace and picnic area. The existing parking lot has a

shared use agreement with the School District and maintenance of the parking is the School District's responsibility. The Palatine Park District would like improve this neighborhood park's offerings by adding a playground in 2025.

Project components include:

- New 5-12 year old playground including
  - a. Play structure, swings and standalone play pieces



- c. Underdrainage
- d. Engineered Wood Fiber Surfacing
- e. Dynamats at swings and slide exits
- Locations for site furniture, such as benches and a picnic table
- Accessible route from parking lot to new playground

The construction budget is \$380,000 including design fees and topographic survey.

**Project Scope:** Upland Design Ltd proposes to accomplish the following work items to assist the District with The Grove playground development.

#### Phase I: Concept Planning and Cost Estimates

**Site Survey:** A topographic survey will be completed for the project area by JLH Surveying Inc., an Illinois registered surveyor. The survey will be provided in AutoCAD format for use as a base for construction document preparation.



**Soil Borings:** The Park District will have soil borings completed in the location of the proposed playground. Since a home was in that area in the past, it will be helpful to understand if there is concrete or debris in the proposed construction zone. These findings will be shared with Upland.

**Kick-Off Site Visit:** Upland Design will make a site visit with the survey in hand to review existing conditions and take photos for future reference.

**Concept Plan**: Upland Design will prepare a concept plan with a layout of the playground curb, walks and site furniture. In addition, a detailed cost estimate will be prepared. The black and white plans will be to scale and show approximate play equipment layout. Site elements will include the following improvements:

- New asphalt walk from parking to playground
- New concrete curb and entry seating area for playground
- · Purchase and installation of playground equipment
- · Installation of drainage and surfacing in playground
- Include Dynawear Mat under swing area
- Designs to meet ADA, CPSC and ASTM standards
- Tree plantings, lawn restoration and minor landscape improvements
- Site furniture to be located on plans, purchased and installed by Park District

Play Equipment Design: Upland Design will work with the Landscape Structures Inc. playground equipment representative for the playground's equipment design. These will be presented to the Park District staff at the concept meeting. The goal will be to pick one playground option that can have multiple components for the public to choose from.

**Review Meeting:** The playground layout and equipment designs, concept plan and cost estimate will be reviewed with Park District staff. Based on staff input, Upland Design will revise the design and cost estimate and prepare for public input. A color rendering will be prepared for the site to be used for presentation on the District website. (1 meeting + revisions)

**Public Input:** Upland Design will prepare idea images for an online public survey of equipment for The Grove. These digital files will be shared, and Park District staff will coordinate an online survey. The results of the survey will be shared with Upland. Upland will then move to full structure design for the playground using the play pieces selected by the public.

#### Phase II: Construction Document Preparation

Upland Design will prepare details, specifications and scaled plans for the playground improvements based on the approved plan and equipment choices. Plans will address:

- Existing Conditions and Removals
- Layout and Dimensioning
- Equipment List
- Landscaping and Lawn Restoration
- Grading and Erosion Control
- Construction Details

Technical specifications will be prepared to cover each area of construction and a detailed bid proposal form will be developed. The Park District will prepare and provide the general front end specifications and contract text. A review meeting with Palatine Park District staff will take place at 85% document completion. The cost estimate will be updated and reviewed for this meeting.

Comments from the review meeting will be incorporated into the documents and the plans. Specifications and bid form will be completed for public bidding. (1 meeting)

**Permits:** The Park District will handle permit submittals. Upland Design will prepare the plans with paving areas shown for permit submission. In addition, we will reply to permit comments and update plans as necessary (two permit responses are included). The Park District has indicated that the site has no wetlands nor floodplain/floodway at the playground site that would require state or national permits. Since the disturbed area is less than one acre, an IEPA NOI permit is not required.

#### Phase III: Bidding and Bid Assistance

The bid documents will be sent to the District digitally for distribution from their offices. The District will place an ad in the local paper and perform other required procedures for bidding. Our staff will be available throughout the bidding period to answer questions and prepare addenda if required. If quotes are desired, Upland will share plans will vendors/bidders and answer questions. Upland Design will be available by phone for a pre-bid conference. The Park District staff will host and attend the bid opening, tabulate bids, and check references.

**Construction Contracts:** The Palatine Park District will prepare the construction contracts, and a copy will be shared with Upland Design.

#### Phase IV: Construction Observation

The Park District staff will undertake construction observation and administration during construction. The Park District staff will review pay applications, certified payroll and close-out documents prepared by the Contractor. Upland Design will make one (1) site visit at the end of construction to create a punch list. We will be available by phone to answer questions throughout the construction. (1 site visit)

The Firm shall have the authority to act on behalf of the Owner only to the extent provided in this proposal and subsequent agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the plans and specifications.

#### **Professional Fees**

The following professional fees will be paid for the work described herein for professional services by Upland Design Ltd and subconsultant JLH Land Surveying Inc.

Topographic Survey & Concept Design	\$ 8,880
Construction Plans, Specifications and Bid Proposal	\$16,000
Permit Set & Updates	\$ 1,420
Bidding Assistance (or quotes)	\$ 1,065
Construction Observation	\$ <u>1,250</u>
Total:	\$28,615

**Reimbursable Items:** Reimbursable items include plotting and printing of drawings, tolls, foam core boards, ECOcat, and delivery of plans/documents at the direct cost to Upland Design Ltd, and mileage reimbursement at the current IRS reimbursement rate.

# AGREEMENT BETWEEN CLIENT and FIRM FOR PROFESSIONAL SERVICES THE GROVE PLAYGROUND DEVELOPMENT

#### **Palatine Park District**

250 East Wood Street Palatine, IL 60067

And

#### Upland Design Ltd

24042 Lockport Street, Suite 200

Plainfield, IL 60544

#### Client and Firm agree as set forth below:

#### 1. Firm's Basic Services

The Firm agrees to provide its professional services in accordance with generally accepted standards of its profession. The Firm agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this contract. See Pages 1-3 of proposal for description of Professional Services.

#### 2. Excluded Services

Scope of services set forth on page 1-3 is included in this agreement. Excluded services include but are not limited the following: Hydrologic/hydraulic modeling the floodplain/floodway, engineering of any kind, wetland mitigation, archeological services, environmental testing, subsurface conditions and material testing, boundary survey, topographic survey, soil borings, construction layout; construction scheduling; construction work; worksite safety, labor negotiations, permit fees, meetings, tree survey, tree preservation plans, irrigation plans or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

#### 3. Construction Phase Services

The Firm shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents.

#### 4. Firm's Insurance

Firm carries a minimum of the following insurance:

General Liability: \$1,000,000 each occurrence

Automobile Liability: \$1,000,000 Worker's Compensation: \$500,000 \$2,000,000 general aggregate Umbrella Liability: \$2,000,000 Professional Liability: \$2,000,000.

#### 5. Client Responsibilities

The Client has designated <u>James Holder</u>, <u>Director of Parks and Planning</u>, as the contact person for this project. The Firm will direct correspondence and information to the contact person. The Client will provide pertinent information to the Firm in a timely manner so as not to hinder or delay the Firm performing their work in a timely and cost-effective manner throughout the project. The Client agrees to provide Firm with existing base information for the site and will assist the Firm with obtaining other information as requested. The Firm will rely on this information, without liability, on the accuracy and completeness of information provided by the Client. The Client agrees to advise Firm of any known or suspected contaminants at the Project Site and the Client shall be solely responsible for all subsurface soil conditions.

Right of Entry: When entry to property is required for the Firm and/or sub-consultant to perform its services, the Owner agrees to obtain legal right-of-entry on the property.

#### 6. Project Schedule

The Firm shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The Firm will attempt to make the Client aware of events that will impact the Project schedule.

#### 7. Compensation and Payments

The Client shall pay to the firm the following lump sum of \$28,615 for the work described herein.

Reimbursable Expenses: Firm will bill direct non-payroll expenses at cost plus 0%. Examples of expenses include printing, boards, plans and handouts, postage and delivery. Mileage will be billed at current IRS rates.

2024 Rate Sheet Hourly Billing Rates:				
Principal Landscape Architect	\$246.00			
Project Manager/Sr. LA	\$189.00			
Landscape Architect	\$163.00			
Landscape Designer II	\$152.00			
Landscape Designer	\$145.00			
Construction Administrator	\$145.00			
Office Administrator	\$ 97.00			
Intern	\$ 77.00			

Firm shall submit request(s) for payment to the Owner. Payment requests shall be made monthly for that portion of the project that has been completed. The Owner agrees to make the requested payment within 30 days of submission of each payment request.

#### **Additional Information:**

- a) At the request of the Owner, additional meetings or work may be added at the professional service rates listed herein.
- b) No additional work shall be added to the contract without authorization from the Owner.

#### 8. Suspension or Termination of Services

If the Client in good faith determines that the Firm prosecutes or fails to prosecute its work in such manner as to hinder or delay the completion of the project, the Client may serve written notice to the Firm setting forth any complaint about Firm's performance of its work. The Firm shall have seven (7) days from receipt of such written notice in which to take corrective action. If the Firm fails to take appropriate corrective action within said seven (7) day period, the Client may exercise the following remedies:

- Terminate the Firm's services by a written notice effective on the date such written notice is served on the Firm; and.
- b. Order the remaining necessary work be done by another Firm, if desired.
- c. If the Client in good faith exercises the above remedies, Client shall be responsible to pay the Firm only for the work performed prior to termination of the contract. The above remedies shall be Client's sole and exclusive remedies in the event the Client terminates the Firm's services under this provision.
- d. The Firm may terminate this Contract upon seven (7) days' written notice. If terminated, Client agrees to pay the Firm for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven (7) days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay the Firm in full for services rendered or expenses incurred. The Firm shall have no liability because of such suspension of service or termination due to nonpayment.

#### 9. Indemnification

The Firm agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client up to the amount of this contract fee for services from loss and expense, including reasonable attorneys' fees, to the extent caused by Firm's negligent acts, errors or omissions in the performance of the work under this Contract. Firm shall not be liable for special, incidental or consequential damages, including, but not limited to loss of

profits, revenue, use of capital, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reason of the work done under this Contract. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Firm from any damage, liability or cost, including reasonable attorneys' fees and costs of defense arising from this project, to the extent caused by the Client's negligent acts, errors or omissions and those of its other Firms, sub-consultants or consultants (whether or not the Client is legally liable for them) or anyone for whom the Client is legally liable. In the event of joint or concurrent negligence, Firm shall bear only that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of the third parties) which caused the personal injury or damage.

#### 10. Limitation of Liability

In any event, in recognition of the relative risks and benefits of the project, the Client and the Firm have allocated the risks such that the Client agrees that to the fullest extent permitted by law, the Firm's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Contract from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Firm's fee for the work rendered on this project.

#### 11. Dispute Resolution

Client and Firm agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by an agreed upon mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

#### 12. Ownership of Documents

Copies of the final documents may be retained by the Client at the completion of the project for their records in both print and digital PDF versions. All instruments of professional service prepared by the Firm, including, but not limited to, drawings and specifications, are the property of the Firm, and these documents shall not be reused on other projects without Firm's written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the Firm will be at the Client's sole risk and without liability to the Firm or its employees, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Client from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution. The Firm reserves the right to include representations of the Project in its promotional and professional materials.

#### 13. Governing Law

This Agreement is governed by the laws of the State of Illinois.

#### 14. Entire Agreement and Severability

This Agreement is the entire and integrated agreement between Client and the Firm and supersedes all prior negotiations, statements, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Firm. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

#### 15. No Assignment

Neither party can assign this Agreement without the other party's written permission.

#### 16. Expiration of Proposal

If this agreement is not accepted within 120 days, the offer to perform the described services is withdrawn and shall be null and void.

IN WITNESS WHEREOF, the parties hereto have exceeded.	ecuted this agreement thisday of,
Palatine Park District 250 East Wood Street Palatine, IL 60067	Upland Design Ltd 24042 Lockport St., Suite 200 Plainfield, IL 60544
Sign:	Sign: Well a fully