

RESOLUTION R-69-15

A RESOLUTION AUTHORIZING THE EXECUTION OF A
DESIGN SERVICES AGREEMENT FOR DOWNTOWN STRATEGIC AND STREETSCAPE
PLAN/DESIGN WORKSHOP

WHEREAS, the City of Wheaton, DuPage County, Illinois, is desirous of engaging the design services of a streetscape/engineering professional to assist the City with Phase I of implementing construction of the public infrastructure elements identified in the Downtown Strategic and Streetscape Plan; and

WHEREAS, the City has conducted a request for qualification and request for proposal process and received and reviewed eight submittals for streetscape/engineering professional design services; and

WHEREAS, it is determined by the City that the proposal received from Design Workshop meets the City's needs; and

WHEREAS, it is necessary for the City to enter into an agreement with Design Workshop for the purposes of providing streetscape/engineering design services to the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to execute a professional services agreement between the City of Wheaton and Design Workshop, for streetscape/engineering design services to assist the City with Phase I of implementing construction of the public infrastructure elements identified in the Downtown Strategic and Streetscape Plan, and the City Clerk is hereby authorized to attest to the Mayor's signature.

ADOPTED this 2nd day of November, 2015.



Mayor

Attested by:



City Clerk

Ayes:

Nays:

Absent:

Roll Call Vote

Councilman Rutledge

Mayor Gress

Councilman Saline

Councilman Scalzo

Councilman Prendiville

Councilwoman Fitch

Councilman Suess

Motion Carried Unanimously

**Agreement Between the City of Wheaton, Illinois
and Design Workshop
for Design Services: Downtown Strategic Plan and Streetscape Plan**

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and 224 South Michigan Avenue, Suite 1400, Chicago, IL 60604 ("Consultant"), address.

WITNESSETH:

Whereas, the City has determined that it is strategic to hire a consultant to provide Design Services (hereinafter the "Work") which is incorporated herein as Exhibit A; and

Whereas, the Consultant has provided qualifications supporting his ability to perform this work, which are incorporated herein as Exhibit B; and

Whereas, the Consultant has provided a detailed proposal to perform this work, which is incorporated herein as Exhibit C; and

Whereas, the City finds the qualifications and proposal submitted by the Consultant meets the City's service requirements for the Work.

Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Consultant hereto do hereby agree as follows:

1. **Scope of Services.** The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. The Consultant shall furnish all labor, materials, and equipment to provide and perform the Work. The Consultant shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other professional Consultants under similar circumstances.
2. **Compensation.** The City shall compensate the Consultant according to the terms of the Consultant's proposal which is attached hereto as Exhibit C.
3. **Term of Agreement:** This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Consultant. It shall be in effect through the written approval of the City's Project Manager.
4. **Additional Services.** The Consultant shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Consultant or the City determines that additional goods and/or services are required to complete the Work, such additional goods shall not be provided and/or such additional services shall not be performed unless authorized in writing by the City. Terms, frequency, and prices for additional services shall be as mutually agreed upon in writing by the City and the Consultant.

5. ***Hold Harmless and Indemnification.*** The Consultant shall hold harmless, and indemnify the City, its directors, officers, employees, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:

- a) The Consultant's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the Consultant's services; or
- b) The negligence or willful misconduct of the Consultant, its employees, agents, representatives, and subcontractors.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Consultant and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

7. ***Insurance.*** The Consultant and each of its agents, subcontractors, and consultants hired to perform the Work shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Consultant and, where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- a) Worker's compensation insurance with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each accident/injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each employee/disease.
- b) Commercial general liability insurance protecting the Consultant against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence bodily injury/property damage combined single limit and ONE MILLION DOLLARS (\$1,000,000.00) aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured.
- c) Commercial automobile liability insurance covering the Consultant's owned, non-owned, and leased vehicles which protects the Consultant against automobile liability claims whether on or off of the City's premises with coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident bodily injury/property damage combined single limit.
- d) Professional liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim covering the Consultant against all sums which the Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the City under this contract when caused by any negligence act, error, or omission of the Consultant or of any person employed by the Consultant or any others for whose actions the Consultant is legally liable. The professional liability insurance shall remain in force for a period for not less than four (4) years after the completion of the services to be performed by the Consultant under this contract.

8. **Compliance with Laws.** The Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.
9. **Freedom of Information Act:** The Consultant shall, within twenty four hours of the City's request, provide any documents in the Consultant's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement.
10. **Termination of Contract.** If the Consultant fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Consultant. In the event of a termination, the City shall pay the Consultant for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; or (iii) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.
11. **Cancellation for Unappropriated Funds:** The obligation of the City for payment to Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
12. **Default.** The City reserves the right to cancel the whole or any part of the contract if the consultant fails to perform any of the provisions in the contract, fails to make delivery within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The consultant will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.
13. **Patents:** The successful consultant agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or copywrited material that form a part of the Work covered by the contract.
14. **Discrimination Prohibited.** The Consultant shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Consultant agrees that it will *not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.*
15. **Status of Independent Consultant.** Both City and Consultant agree that Consultant will act as an Independent Consultant in the performance of the Work. Accordingly, the Independent Consultant shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Consultant's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Consultant further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Consultant is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Consultant specifically agrees that it shall not do so. City shall have no obligation to provide any

compensation or benefits to Consultant, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Consultant complies with the terms of this Agreement.

16. **Assignment; Successors and Assigns.** Neither this Agreement, nor any part, rights or interests hereof, may be assigned, to any other person, firm or corporation without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
17. **Recovery of Costs.** In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.
18. **Waivers of Lien:** The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.
19. **Waiver.** Any failure of either the City or the Consultant to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.
20. **Notification.** All notification under this Agreement shall be made as follows:

If to the Consultant:

Design Workshop

Attn: Jon Brooke

224 South Michigan Avenue, Suite 1400

Chicago, IL 60604

If to the City:

City of Wheaton

Attn: City Clerk

303 W. Wesley Street, Box 727

Wheaton, IL 60189-727

21. **Integration.** The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.
22. **Non-disclosure.** During the course of the Works, Consultant may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. Consultant shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.
23. **Force Majeure.** No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

25. **Validity.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

In Witness Whereof, the parties have entered into this Agreement this 3rd day of November, 2015.

City of Wheaton, an Illinois municipal corporation

By Michael J. Gresk date 11-3-15
Michael J. Gresk, Mayor

Attest:

Sharon Barrett-Hagen
Sharon Barrett-Hagen, City Clerk

By Scott Culbertson date 11.6.2015

Attest:

[Signature]



City of Wheaton, Illinois

City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187-0727
630-260-2000

www.wheaton.il.us

REQUEST FOR PROPOSAL:
Engineering, Streetscape and Architectural Design Services
Project: Downtown Strategic Plan and Streetscape Plan

Requesting: Request for Proposal

1 emailed file to JSchouten@wheaton.il.us
15 originals

Issue Date: August 18, 2015

Response Required: September 4th, 2015 prior to 1:00 pm local time

Presentation: September 28, 2015 evening

Enclosures: Project Introduction, Background and Description
Scope of Services
Timetable
Deliverables
Proposal Criteria
Contract
Customized Mailing Label for Sealed Submittals

Note: Illinois Prevailing Wage Act 820 ILCS does not apply

All questions concerning this solicitation shall be via e-mail to the Procurement Officer and received no later than time stated above. A written response in the form of a public addendum will be published on the City's website, www.wheaton.il.us/bids/. To facilitate timely notice of updates, submitters are encouraged to sign up for an RSS feed for Bid Documents for the Department of: Planning and Economic Development.

Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibitive.

The official site for all solicitation documents is www.wheaton.il.us/bids/.

Contacts for this proposal:

Procurement Officer: Joan M. Schouten MBA CPIM CPPB; JSchouten@wheaton.il.us

Upon execution of Award: Project Manager: Jim Kozik, Director Planning & Economic Development

PROJECT: Downtown Strategic Plan and Streetscape Plan

PROJECT INTRODUCTION

1. The City of Wheaton (City) is requesting proposals from two firms that have been selected from a qualification process having demonstrated proven expertise in municipal streetscape design for the development of a comprehensive streetscape package that will successfully incorporate the design goals of the *Wheaton Downtown Strategic and Streetscape Plan, October 2013* (Plan).
 - 1.1. For a copy of this plan, please visit <http://www.wheaton.il.us/DowntownPlan/>

PROJECT BACKGROUND

2. The City of Wheaton completed efforts leading to a new Downtown Plan in 2013, drawing from a range of technical and professional analyses as well as a comprehensive public outreach effort in which the citizens and stakeholders in the Wheaton community contributed input throughout the process, concerning the future of downtown.
3. The primary goals of the effort were as follows:
 - 3.1. To articulate an agreed upon Vision for Downtown Wheaton for the next twenty years.
 - 3.2. To outline a streetscape plan for Downtown Wheaton that will tie with the agreed upon vision and elevate the success of the district.
 - 3.3. To outline associated strategies and policies that the City and the private sector may pursue to implement the ideas outlined in the overall Downtown Plan.
4. Vision Statement
 - 4.1. Following the initial analyses outlined above and input from the public and a variety of stakeholders, the City Council arrived at the following Vision Statement for Downtown Wheaton in February 2013:

“Elevate the position of Downtown Wheaton as a destination district in the western portion of the Chicago region by pursuing a number of civic improvements and regulatory changes designed to increase the capture rate of retail, office, and residential land uses in the Downtown.”

PROJECT DESCRIPTION

5. Based on recommendations in the *Wheaton Downtown Strategic and Streetscape Plan, October 2013*, the City seeks to construct the following projects that will help the community achieve its vision:
 - 5.1. **Creation of Festival Streets:**
 - 5.1.1. Specifically:
 - 5.1.1.1. Liberty Drive from Cross Street to Hale Street;
 - 5.1.1.2. Hale Street from Front Street to Wesley Street;
 - 5.1.1.3. Karlskoga from Wheaton Avenue to Hale Street
 - 5.1.2. The Plan recommends that the city invest in upgrades to streetscape necessary to make designated streets operate as “festival” streets that would accommodate improved outdoor dining, host a variety of community festivals and events, provide greatly enhanced community gathering spaces, and attract visitation from surrounding communities.
 - 5.1.3. The Plan recommends that the city, in completing final design for festival streets, draw from the best examples of these kinds of streets around the country to create festival streets that will stand out in the Chicago region and the Midwest and help bring increased business and traffic to Downtown Wheaton.
 - 5.2. **Creation of a Central Park and French Market Upgrades:**
 - 5.2.1. The Plan recommends that the City work to create a Central Park between Liberty Drive and the

Illinois Prairie Path, and between Hale and Cross streets.

5.2.2. This Central Park would help serve as a central gathering place for the community and could include a small amphitheater, an ice skating rink, open park spaces, fountains, and/or other amenities designed to attract visitors from the surrounding suburban region.

5.2.3. The eastern portion of this Central Park, in the block between Main and Cross and north of Liberty, includes the construction of a permanent structure for the French Market.

5.2.3.1. This permanent structure would accommodate parking during the week and weekend market operations on a year round basis and could also provide space for a variety of community events and programs during all four seasons.

5.2.3.2. The French Market is already a substantial draw to Downtown Wheaton on summer Saturday mornings, and this improvement would only enhance the market's ability to attract patrons from throughout the surrounding suburban region.

5.3. Enhancements to South Main Street to Facilitate Redevelopment and establish a "front door".

5.3.1. The Plan recommends that the City upgrade to the streetscape amenities along Main Street, from Front Street south to Roosevelt Road, in order to help stimulate and encourage redevelopment on the south side of the tracks, and to take advantage of the area's proximity to the new Mariano's development.

5.3.2. Main Street represents the main "front door" into Downtown from the Roosevelt Road corridor, and prioritizing this upgrade could serve as a catalyst for redevelopment in this emerging part of Downtown Wheaton.

5.4. Schematic Designs for other Downtown Streets:

5.4.1. In addition to Festival Streets, the Plan identified a hierarchy of Pedestrian Streets and Other Downtown Streets.

5.5. Timeframe:

5.5.1. Given the ongoing maintenance and age of the existing public improvements in the Downtown, it is necessary to have designs prepared that can be implemented over a six to seven (6-7) year timeframe.

6. Cost estimating will be completed by CCS International, Inc. on behalf of the Owner.

PROPOSAL CRITERIA:

7. Part A: Responses: Wheaton City Council will review prior to Part B: Presentation of proposals.

7.1. Brief outline of your team and areas of responsibility

7.2. Brief outline of streetscape project experience

7.3. Local experience

7.4. Outline your team's project approach

7.5. Outline how three (3) concept/schematic design can be achieved when considering three (3) standards (low cost/medium cost/high cost) and give typical examples of the three (3) standards.

7.6. Outline of concept/schematic design ideas for Central Park/French Market

7.7. Timeframe to complete drawings

7.8. **Fee:** Provide a fee proposal for the scope of the services listed in this RFP.

7.8.1. Please note that the fee proposal is only for the initial phase (concept/schematic designs) of the project.

7.8.2. Fee schedule should be broken down by hourly cost/specialty, estimated hours/specialty, and a total "Not to Exceed".

7.9. **Contract:** The city's proposed contract has been attached. Any changes or comments regarding this contract should be included in your response.

8. Part B: Presentation Agenda
 - 8.1. Maximum 4 Presenters
 - 8.2. PowerPoint is permitted (projector and computer will be provided)
 - 8.3. 50 Minute Meeting
 - 8.3.1. Presentation by Design Team – 30 minutes
 - 8.3.1.1. Brief outline of your team and areas of responsibility.
 - 8.3.1.2. Brief outline of streetscape project experience.
 - 8.3.1.3. Local experience.
 - 8.3.1.4. Discuss how three (3) concept / schematic designs can be achieved when considering three (3) standards (low cost / medium cost / high costs) and give typical examples of the three (3) standards.
 - 8.3.1.5. Discuss concept / schematic design ideas for Central Park and the French Market.
 - 8.3.2. Q & A – 20 minutes
 - 8.3.3. Why you – 1 minute

TIMETABLE

9. A RFP will be issued to the two (2) final firms on Tuesday, August 18, 2015.
 - 9.1. Part A: Responses from the two (2) final firms are due Friday, September 4, 2015 prior to 1:00 pm local time.
 - 9.2. Part B: Presentations by the two (2) final firms to the City of Wheaton Council TENTATIVELY schedule for the evening of Monday, September 28, 2015.
10. Notification of the successful firm is expected after city Council deliberations and direction
11. Contract execution within thirty (30) days of city Council direction.
12. Host Public Meeting for the general public/stakeholders = TBD
13. Presentation to and submittal of 10 concept/schematic designs = TBD
14. Upon receipt, this information will be reviewed by CCS International to determine the costs and phasing = TBD
15. City determination of scope, phasing and budget = TBD

SCOPE OF SERVICES

16. Utilizing information contained in the completed *Wheaton Downtown Strategic and Streetscape Plan, October 2013* as a guideline for information, provide **fourteen (14) concept/schematic designs** that will facilitate decision making, phasing and budget.
 - 16.1. Three (3) concept/schematic designs of each of the four (4) street scenarios [sub-total of nine (12) designs]
 - 16.1.1. The four (4) street scenarios are:
 - 16.1.1.1. Festival Streets (use Liberty Drive from Cross Street to Hale Street as the sample festival street)
 - 16.1.1.2. South Main Street from Roosevelt Road to Front Street
 - 16.1.1.3. Pedestrian Streets
 - 16.1.1.4. Other Downtown streets.
 - 16.1.2. The three (3) concept/schematic designs of each street will reflect different standards and price points (low, medium and high) for each scenario.
 - 16.2. One (1) concept/schematic design for the Central Park
 - 16.3. One (1) concept/schematic design for the French Market
17. Concept/schematic designs should reflect:
 - 17.1. A familiarization of all existing base data, existing conditions , and site visits
 - 17.2. References to existing documentation and desired metrics
 - 17.3. Illustrative prospective views, sections/elevation and plans.
8. Information should include details regarding:
 - 18.1. Demolition/removal of existing details
 - 18.2. Pavement details including sidewalk; include recommended materials
 - 18.3. Drainage details
 - 18.4. Lighting details
 - 18.5. Landscape details; include tree/plant details, grates planters
 - 18.6. Utility details
19. Attendance at meetings:
 - 19.1. Prior to finalization of concept/schematic designs, host a public meeting to inform and receive feedback from the general public/stakeholders:
 - 19.1.1. on the past research and affirmation of conclusions reached in the plan
 - 19.1.2. the current status of the project: development of concept/schematic designs
 - 19.1.3. to solicit feedback
 - 19.2. Presentation to and submittal of 10 concept/schematic designs to City staff, and CCS International.
 - 19.3. Presentation to City Council
 - 19.3.1. of concepts/schematic designs by Design Engineering firm
 - 19.3.2. of costs and phasing options by CCS International.

DELIVERABLES

The minimum conceptual design deliverables will consist of the following elements for each component of the Streetscape Plan Design.

20. **Downtown Streetscape Master Plan**
 - 20.1. Program Narrative, including site analysis
 - 20.2. Provide scale plans
 - 20.3. Prepare boards and bound booklets to convey design intent.

**21. (1) South Main Street; (1) Festival Street; (1) Pedestrian Streets; & (1) Other Downtown Streets
(Separately = 12 concept/schematic designs)**

- 21.1. Identify applicable street area on Downtown Master Plan
- 21.2. Program Narrative for three design options including site analysis and material option descriptions (high, medium, and low price points)
- 21.3. Typical scale plans and sections for three design options (high, medium, and low price points)
- 21.4. Conceptual Design Perspective Views (two perspectives for each design option)
- 21.5. Conceptual Image Board(s) for each of the three design options (high, medium, and low price points)
- 21.6. Maintenance and Rehabilitation Plan with brief narrative related to design options.

Program Requirements:

21.7. Demolition / Removal of Existing Materials

- 21.7.1. narrative

21.8. Paving Design

- 21.8.1. in typical plans & sections
- 21.8.2. details

21.9. Hardscape Design

- 21.9.1. in typical plans & sections
- 21.9.2. details

21.10. Landscape / Planting Design

- 21.10.1. in typical plans & sections
- 21.10.2. narrative

21.11. Lighting Design

- 21.11.1. in typical plans & sections
- 21.11.2. narrative

21.12. Utility Improvements – including drainage

- 21.12.1. in typical plans & sections
- 21.12.2. narrative
- 21.12.3. details

21.13. Furniture Design – provide typical item counts per standard unit of area

- 21.13.1. in typical plans & sections
- 21.13.2. narrative
- 21.13.3. details

21.14. Signage Design – provide typical item counts per standard unit of area

- 21.14.1. in typical plans & sections
- 21.14.2. narrative
- 21.14.3. details

22. Central Park (1 concept/schematic design)

- 22.1. Identify applicable area on Downtown Master Plan
- 22.2. Program Narrative including site analysis and material option descriptions
- 22.3. Typical scale plans and sections
- 22.4. Conceptual Design Perspective View(s)
- 22.5. Conceptual Image Board(s)
- 22.6. Maintenance and Rehabilitation Plan with brief narrative.

Program Requirements:

22.7. Open Park Space

- 22.7.1. plan
- 22.7.2. details
- 22.7.3. narrative

22.7.4. include hardscape, landscape, utility improvements, and furniture design

22.8. Additional Proposal Amenities

22.8.1. plan

22.8.2. section

22.8.3. details

22.8.4. narrative

23. French Market (1 concept/schematic design)

23.1. Identify applicable area on Downtown Master Plan

23.2. Program Narrative including site analysis and material option descriptions

23.3. Typical scale plans and sections

23.4. Conceptual Design Perspective View(s)

23.5. Conceptual Image Board(s)

23.6. Maintenance and Rehabilitation Plan with brief narrative.

Program Requirements:

23.7. Architectural

23.7.1. plan

23.7.2. section

23.7.3. elevation

23.7.4. narrative

23.8. Structure

23.8.1. plan

23.8.2. section

23.8.3. narrative

23.9. Electrical and Plumbing (Mechanical as necessary) systems

23.9.1. narrative



City of Wheaton, Illinois

City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187-0727
630-260-2000

www.wheaton.il.us

REQUEST FOR PROPOSAL:
Engineering, Streetscape and Architectural Design Services
Project: Downtown Strategic Plan and Streetscape Plan

AMENDMENT #1

The following changes / clarifications / additions have been added to the Request for Proposal project specifications and plans:

1. **ADDITION:** The deadline for questions is: September 1st, 2015 8:00 am.
2. **QUESTION:** Within the Program Requirements portion of the RFP (under item 21) there are several items that list "details" as part of the requirements. Can some additional information be provided on the level of expectation for these details? For example, 21.8.2 Paving Design details - would that be typical details for each type of paving recommended as part of the schematic designs, or would it also include details for transitions, edge conditions and other special conditions that may exist?
ANSWER: The request for details to be included in the schematic phase deliverables is to clarify design intent and for schematic level cost estimating purposes. For example, a typical detail(s) for each type of recommended typical paving option is adequate for schematic level design intent and cost estimation.
3. **QUESTION:** Similarly, 22.7.2 Open Park Space details - can information be provided on the level of expectation? There are several specialty features that are called out in the Master Plan for this area, would the selected team be responsible for typical details to convey the general intent of the specialty features, or multiple details that more fully convey all aspects of the specialty features?
ANSWER: The request for details to be included in the schematic phase deliverables is to clarify design intent and for schematic level cost estimating purposes. For example, a typical detail(s) for each specialty feature is adequate for schematic level design intent and cost estimation.
4. **QUESTION:** The Program Requirements include 21.14.1 Signage Design. The Master Plan discusses identity and wayfinding signage. Would these be the two sign elements that should be assumed for the proposal, or should other signs (e.g. parking directional, pedestrian or bicycle directional) be included in the scope?
ANSWER: The consultant team shall be responsible for signage typical of a suburban downtown Strategic and Streetscape Plan; including but not limited to identity, wayfinding, parking directional, pedestrian and bicycle directional. The consultant team shall provide typical schematic level details to clarify design intent and for schematic level cost estimating

purposes. For example a typical detail for each type of recommended typical signage and item counts per standard unit of area / length is adequate for schematic level design intent and cost estimation.

5. **QUESTION:** Also regarding 21.14.1 Signage Design - typically to determine the appropriate locations and quantities of directional signs, a Wayfinding Master Plan should be prepared. Does the City have one or will the selected team be responsible for preparing one?

ANSWER: The consultant team shall be responsible for signage typical of a suburban downtown Strategic and Streetscape Plan; including but not limited to identity, wayfinding, parking directional, pedestrian and bicycle directional. The consultant team is responsible for inclusion of these components within the Downtown Streetscape Plan. The consultant shall be responsible for the means to adequately convey design intent through plans.

6. **QUESTION:** The City has 2' contours for topographic data as part of the GIS available online. It appears to be aerial generated topography. Does the City have 1' ground topo for the Central Park/Liberty Drive portion of the downtown?

ANSWER:



Wheaton Topo.zip

7. **QUESTION:** Will the selected team be expected to advise CCS International on the relocation of wet and dry utilities within the downtown for the development of costs? If so will the City be able to provide detailed information on age, size and location of these utilities to the selected team?

ANSWER: Yes, the consultant team will be expected to include utility improvements within the Master Plan and typical street designs. Please refer to line 21.12, 22.7.4 & 23.9 in the deliverables list. The City will be able to provide preliminary information on age, size and location of utilities to the selected team for the purposes of schematic design. (see files provided in the answer to #6)

Attachments: none

Contacts for this proposal:

Joan M. Schouten CPIM CPPB; Procurement Officer; JSchouten@wheaton.il.us

Upon execution of Award: Project Manager: Jim Kozik, Director Planning & Economic Development

QUALIFICATIONS FOR

DOWNTOWN STRATEGIC PLAN AND STREETSCAPE PLAN DESIGN

PREPARED FOR THE CITY OF WHEATON
JULY 29TH 2015



PREPARED BY

DESIGNWORKSHOP

274 SOUTH MICHIGAN AVENUE, SUITE 1400
CHICAGO, ILLINOIS 60604
312.260.1726

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Design Workshop, Inc.

Landscape Architecture
Planning
Urban Design

224 South Michigan
Avenue, Suite 1400
Chicago, Illinois 60604
312.360.1736

Asheville

Aspen

Austin

Chicago

Denver

Dubai

Houston

Lake Tahoe

Los Angeles

San Diego

designworkshop.com

July 28, 2015

City of Wheaton
Jim Kozik, Director
Planning and Economic Development
City Hall/City of Wheaton
P.O. Box 0727
303 West Wesley Street
Wheaton, IL 60187-0727

RE: RFQ: Engineering, Streetscape and Architectural Design Services - Downtown Strategic Plan and Streetscape Plan

Dear Mr. Kozik and Selection Committee,

Design Workshop is pleased to have an opportunity to provide our proposal for the implementation of the catalyst projects identified in the Downtown Strategic Plan and Streetscape Plan. As consultants for the 2013 planning effort, we understand that the design of the streetscapes and gathering spaces described in the plan should drive the economic vision of Downtown Wheaton.

The implementation of the 2013 plan notes that the combination of improvements to South Main Street, coupled with the Central Park, Liberty Drive festival street and French Market improvements, will help to stimulate private sector redevelopment of the area between the Union Pacific railroad tracks and Roosevelt Road, improving the marketability and property values of the area as well as creating a stronger sense of arrival and identity for Downtown. This next step in planning and design represents an exciting opportunity to bring the vision of the Downtown plan one step closer to fruition and a step closer to the community reaping the benefits of the overall Downtown effort.

Our team possesses a combination of skills and experience that will enable us to work strategically within your budget and schedule and to focus on implementable concepts. Specifically, we offer the following strengths:

- We understand how to implement projects. Our team has deep technical knowledge of traditional construction and current emerging technologies and has overseen the construction of award-winning projects nationwide.
- Our firm is built on the concept of collaboration. We consider our clients, stakeholders and the community at large to be our partners. Consensus-based, community supported design is a key tenet of our work.
- We work collaboratively with the best teams of consultants to provide specific expertise. Our well-rounded team includes the award-winning global architectural design firm, VOA, award-winning local engineers V3 and award-winning lighting and theatre designers Schuler Shook. Additional expertise will be provided by Planning Resources, a Wheaton-based DBE design firm that has built award-winning streetscapes and parks. VOA and V3 worked with us on the previous Downtown Wheaton planning effort. As the design progresses into construction documents, we will consult additional experts in the areas of water feature design, structural engineering, mechanical and electrical engineering and geotech services.
- At Design Workshop, we know that an understanding of the urban environment requires understanding of the balance of four key factors: Community, Economics, Environment and Art. We have shaped this understanding into a philosophy we call Legacy Design that governs the way we approach all of our work.
- We believe "what gets measured, gets done" and strive to achieve measurable outcomes in our work through the use of metrics. In all our projects we apply metrics

to key goals and objectives established in the early stages of the design process, and continually measure the success of various design approaches against these metrics throughout the project. This helps to ensure the project solves key dilemmas and meets the objectives of the community. The same metrics will allow City staff to measure the success of the implemented designs in years to come.

- Design Workshop is an integration of planning, landscape architecture, environmental graphic design and graphic design professionals with deep knowledge of place-making. While we operate locally, based in Chicago, our physical base in multiple offices in the U.S. and abroad offers several advantages. Our knowledge base is spread across all of our offices and we use resources from all over the firm to achieve the best results.

We thank you for the opportunity to present our team's qualifications to you for this exciting project. While I will guide the overall content and direction, Jon Brooke will act as Project Lead and can be reached at 312-360-1736 or jbrooke@designworkshop.com. Britt Palmberg and Sara Egan, who led our previous planning effort for Downtown Wheaton in 2013, will draw from their experience in the community to help lead community outreach and the detailed design of various project components.

We look forward to the opportunity of discussing this project with you further. Please don't hesitate to contact us if you have any questions. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, reading "Kurt Culbertson". The signature is fluid and cursive, with a large, sweeping initial "K".

Kurt Culbertson, FASLA, AICP, LEED AP

Chairman and CEO

State	Design	Phase	Construction	Built	Consultant	Construction Cost		DW Fee	Reference Name	Ref Title	Ref Phone
						ESTIMATED	ACTUAL				
TX		x			N	\$9,000,000		\$177,950	Matt Thibodeaux	Executive Director, Midtown Redevelopment Authority	713-526-7577
TX	x				N	\$4,500,000		\$180,430	Donna Barron	City Manager, City of Lewisville, TX	972-219-3405
CA	x				N			\$10,600	Randal Long	Chief Operating Officer, Lumos	775-827-6111
CA				x	N	\$5,100,000	\$5,100,000	\$74,370	Jim Marino	Assistant Director, Public Works	530-542-6027
NV				x	Y	\$1,400,000	\$1,300,000	\$37,750	Lee Farris	Vice President, Landwell Company	702-568-2888
NV		x			N			\$140,000	Danny Rotter	Engineering Manager	775-283-7084
CA	x	x	x		N	\$24,000,000	TBD	\$442,000	Dan LaPlante	Associate Civil Engineer	530-581-6231
KS	x				N			\$84,900	Scott Knebel	City of Wichita	316-268-4367
CO	x				Y	\$9,000,000	\$9,000,000	\$140,895	Kyle Lambrecht	Civil Engineer, City of Fort Collins	970-221-6675
UT	x				N			\$40,330	Clint Ensing	Sinclair Oil	801-526-3754
NC	x				Y			\$227,220	Rence Callahan	Walter, Robbs, Callahan & Pierce	336-725-1371
AL	x				N			\$90,000	Justin Steinmann	Principal Planner, City of Kingsport	423-229-9485
CO		x			N			\$79,000	Dave Klebba	Hines	720-932-0522
CO	x				N			\$70,000	Hilarie Portell	Executive Director, Colfax Mayfair Improvement District	720-810-3906
NC	x				N			\$52,688	Greg Errett	Planning Development Coordinator, City of Winston-Salem NC	336-747-6871
MT	x				N			\$17,000	Danielle Scharf	Sanderson Stewart	406-922-4325
TX	x				Y	\$250,000	TBD	\$49,500	Matt Thibodeaux	Executive Director, Midtown Redevelopment Authority	713-526-7577
MO				x	Y	\$3,100,000 -	\$3,100,000	\$301,378	Paul Hubbsman	Project Manager, East-West Gateway Council of Governments	314-421-4220
TX				x	N			\$257,992	Matt Thibodeaux	Executive Director, Midtown Redevelopment Authority	713-526-7577
DC	x				Y			\$155,650	Deborah Steinberg	Professional Practice Manager, American Society of Landscape Architects	202-898-2444
MT	x				Y			\$125,000	Andrew Finch	Senior Planner, Planning & Community Development, City of Great Falls	406-455-8434
NE			x		Y	\$5,600,000	\$5,600,000	\$211,611	Terry Uland	President, Downtown Lincoln Association	402-434-6905
CO				x	Y	\$12,000,000	\$11,000,000	\$950,000	Julie Underdahl	President, Cherry Creek North Business Improvement District	303-394-2904
TX		x			Y	\$600,000	TBD	\$95,000	Ray Hernandez	Project Manager, City of Austin	512-974-9464
LA			x		Y	\$5,580,000	TBD	\$535,000 to date	Michelle Little	Project Manager	204-658-8420
CO	x				Y			\$50,000	Tracie Wieland	Recreation Superintendent	970-254-3846
CO	x				Y			\$80,000	Tracie Wieland	Recreation Superintendent	970-254-3846
IA		x			Y	\$70,000,000	TBD	\$30,000	Sven Leff	Director of Parks & Recreation	319-286-5731

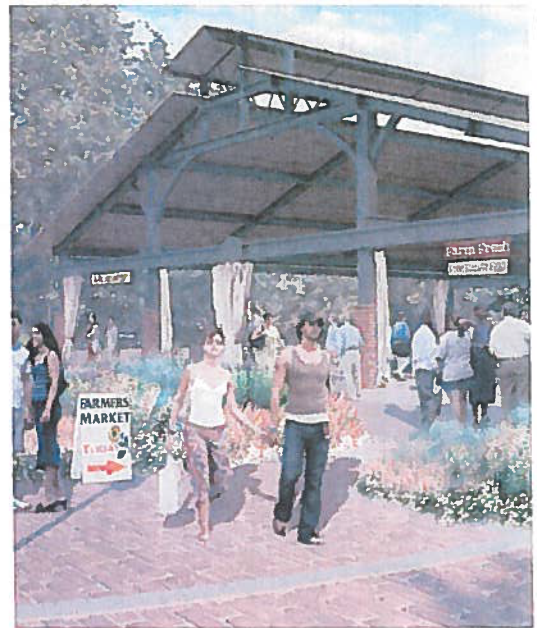
WHEATON DOWNTOWN STRATEGIC STREETScape PLAN

WHEATON, ILLINOIS | DESIGN WORKSHOP, INC. in collaboration with V3

Wheaton, Illinois's historic downtown dates to the mid 1800s and the downtown area boasts impressive architecture from the nineteenth century. In order to better compete with its neighbors, in 2012 and 2013 Design Workshop worked with the community to create a streetscape and overall downtown plan for Wheaton that creates a true "heart" to the community, and unique places that stand out in Chicagoland. The plan calls for the creation of a series of "festival streets" to host ongoing festivals year-round as well as a series of community gathering places designed to facilitate interaction, public art, and artistic and music performances. The plan called for the conversion of the open air French Market, a weekly farmers market, into a year-round permanent facility and a series of "green alleys" that would allow more room for outdoor dining and plaza space. Importantly, Design Workshop worked with the community to outline a vision plan and streetscape plans for the areas to the south of the Metra commuter rail tracks, which until recently had largely not benefited from downtown activity. The plan calls for revitalization of the adjacent neighborhood with mixed-use development that complements the existing downtown.

SERVICES PROVIDED

Master Planning, Urban Design, Landscape Architecture, Public Engagement, Project Management, Market Study / Economic Analysis



CHERRY CREEK NORTH AND FILLMORE PLAZA

DENVER, COLORADO | DESIGN WORKSHOP, INC.

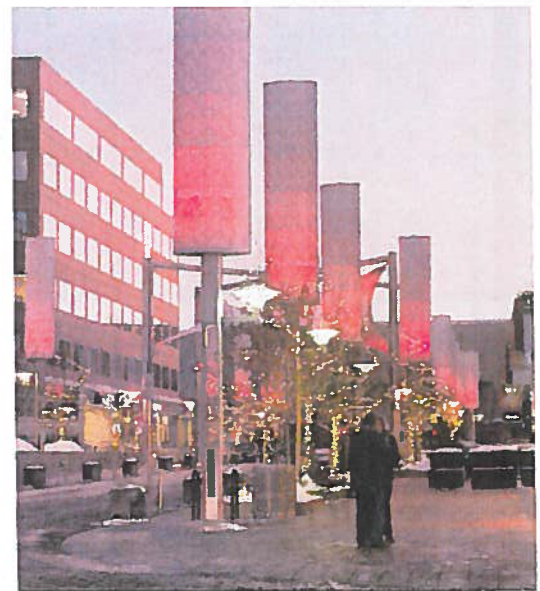
Cherry Creek North is a premier outdoor retail mixed-use center in central Denver. Together with the Cherry Creek Mall it has become the most popular tourist destination in Denver and it has always been well-loved by locals for its urban village ambiance and mix of small independent shops and national retailers. In 2007 the Business Improvement District members voted to approve the ability to issue \$18.5 million in bonds for capital improvements. One of the challenges is to make improvements to the district without destroying the assets that are still viable. The process involves a wide range of stakeholders including the BID members—which now includes small independent store owners, major national retailers, a luxury hotel operator, office managers, residents and developers—the surrounding residential organizations, the City and County of Denver and the Cherry Creek Mall.

SERVICES PROVIDED

Urban Design, Landscape Architecture, Signage & Wayfinding, Construction Administration & Observation

ADDITIONAL INFORMATION

Budget/Actual: \$18,500,000/DW Fee \$960,000



Julie Underdahl, President/CEO
Cherry Creek North BID
303.394.2904 | Completed April 2009

5. Conceptual Design Perspective Views based on 3D model (2)
6. Conceptual Design Section/Elevation Views (2)
7. Assistance with measurements for conceptual level opinion of probable site/landscape construction cost.

SOUTH MAIN STREET STREETSCAPE

1. Site Analysis (1)
2. Program framework (1)
3. Conceptual Design Plans (3)
4. Image character boards (3) *reflective of low/medium/high price points
5. Conceptual Design Perspective Views based on 3D model (3)
6. Conceptual Design Section/Elevation Views (3)

7. Assistance with measurements for conceptual level opinion of probable site/landscape construction cost.

PEDESTRIAN STREETS AND "OTHER" DOWNTOWN STREETS STREETSCAPE

1. Site Analysis (1)
2. Program framework (1)
3. Conceptual Design Plans (3)
4. Image character boards (3) *reflective of low/medium/high price points
5. Conceptual Design Perspective Views based on 3D model (3)
6. Conceptual Design Section/Elevation Views (3)
7. Assistance with measurements for conceptual level opinion of probable site/landscape construction cost.

STATEMENT OF COMMITMENT

During the projected time frame for this effort, the Design Workshop team is at 75% of capacity and has available time to commit to this effort. We will staff this project out of the Chicago office, with Jon Brooke and Sara Egan leading and managing the effort. Both Jon and Sara have time available in their schedules to dedicate the necessary time to deliver the project to the City of Wheaton on time, and on budget

SCHEDULE

	OCTOBER				NOVEMBER				DECEMBER			
	1	2	3	4	1	2	3	4	1	2	3	4
TASK 1 - PROJECT START-UP												
Kick-off Meeting												
TASK 2 - CONCEPTUAL DESIGN												
Charette												
Draft Concepts												
TASK 3 - FINAL CONCEPT DESIGN												
100% Concepts												

start date is October 1 – suggested completion December 18

ADDITIONAL QUALIFICATION STATEMENTS

16.6.1 - No our firm has not failed to complete any assignments

16.6.2 - There is currently no pending or outstanding no judgement, claims, arbitration proceedings or suits against Design Workshop.

16.6.3 - Design Workshop has not filed any law suits or requested arbitration with regards to construction within the last five years.

CERTIFICATION OF COMPLIANCE
REQUEST FOR QUALIFICATIONS:
Engineering, Streetscape and Architectural Design Services

The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:


- (A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the bidder deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.
- (D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act.
- (E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.

This Business Firm is: (check one)

☒ a Corporation ☐ a Partnership ☐ an Individual ☐ an LLC

Firm Name: Design Workshop, Inc.

Firm Address: 1390 Lawrence St, Ste 100
Denver, CO 80204

Signature: 

Print Name Kurt Culbertson

Position: Principal In Charge | CEO | Chairman

Phone #: 303-623-5186 Fax #: 303-623-2260

e-mail address kculbertson@designworkshop.com

Date signed: July 27, 2015

CONFLICT OF INTEREST STATEMENT
for submittals in excess of \$50,000

Mark the one that applies:

- ☐ Our offer is NOT in excess of \$50,000. (no further action is required)
- ☒ Our offer is equal to or in excess of \$50,000. A notarized statement is attached.

If, and only if, your submittal *exceeds* \$50,000, provide a notarized statement certifying:

- A. Each affiliation or business relationship between you, your firm, or your firm's ownership, management or staff, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions.
- i. Is the employee, officer, or elected official named in this section receiving or likely to receive taxable income from you, your firm, or your firm's ownership, management or staff? ☐ Yes or ☒ No
 - ii. Are you, your firm, or your firm's ownership, management or staff receiving or likely to receive taxable income from, or as a result of, the employee, officer, or elected official? ☐ Yes or ☒ No
 - iii. Are you, your firm, or your firm's ownership, management or staff affiliated with a corporation or other business entity that the employee, officer, or elected official serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes or ☒ No
- B. Provide any and all other affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest due to any clients, contracts or property interests related to the City of Wheaton.
- C. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

Alternatively, provide a notarized statement saying:

- A. There are no conflicts of interest; and
- B. In the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, that you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

State of Colorado
County of Pitkin
Kurt Culbertson being first duly sworn, deposes and says that:

- A. There are no conflicts of interest; and
- B. In the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, than you, your firm or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

igned Kurt Culbertson
Title Principal In Charge | CEO | Chairman

Subscribed and sworn before me on
this 27th day of July, 2015
Sarah Ruth Horn
Notary Public

My commission expires 3.20.19



PROPOSAL FOR

DOWNTOWN STRATEGIC PLAN AND STREETSCAPE PLAN DESIGN

PREPARED FOR THE CITY OF WHEATON
SEPTEMBER 4TH, 2015



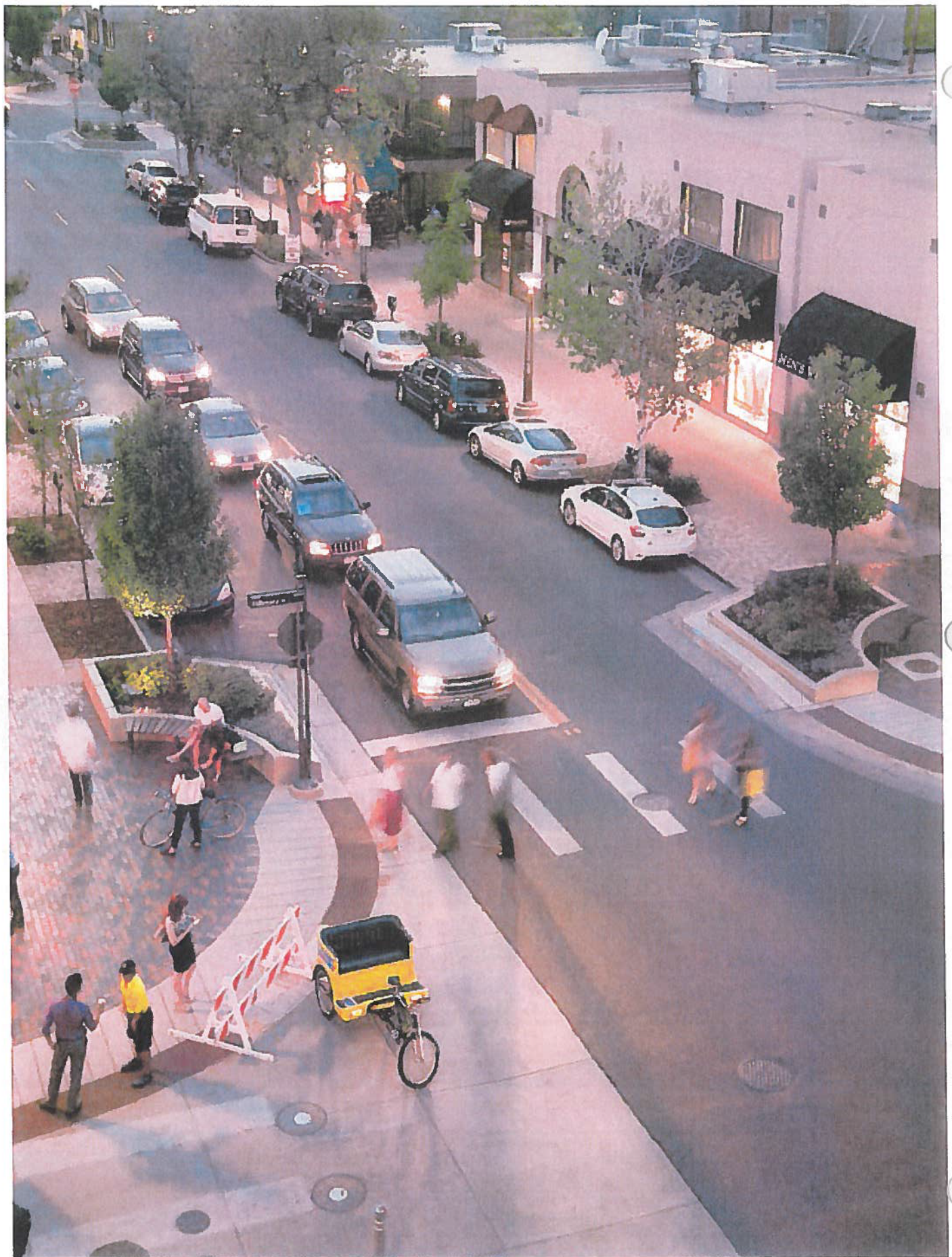
PREPARED BY

DESIGNWORKSHOP

224 SOUTH MICHIGAN AVENUE, SUITE 1400

CHICAGO, ILLINOIS 60604

312.580.1776



APPROACH & SCOPE

PROJECT APPROACH

TASK 1 PROJECT KICK-OFF AND WORKSESSION

STRATEGIC KICK-OFF

A Strategic Kick-Off workshop convened at the beginning of the effort will align the team and staff around what is necessary to direct a successful outcome. This ensures everyone is familiar with the issues; understands opportunities and constraints; is aware of individuals collaborating with the City in the project; is clear about the scope, schedule and budget; and understands the Project Management Plan. A communication plan will also be completed which will identify what means and methods and how often we will be communicating.

REVIEW OF ESTABLISHED METRICS

The metrics established during the master plan phase should be revisited to ensure the concept designs contribute to the achievement of these targets. Design Workshop believes that successful, sustainable infrastructure is not accomplished by chance. Measurable project objectives assure a successful outcome. The firm is committed to using its Legacy Design Process to establish specific and measurable project goals in the functioning categories of community and social success, environmental responsibility, economic responsibility and positive fiscal impact, and to create a park of "uncommon beauty." Legacy Design is deliberate and measured approach to design outcomes conducted and coordinated by Design Workshop and involving the collaborative assistance of the entire design team and the input of all stakeholders. We set out in each category to achieve the results identified from stakeholder conversations or internal and client conversations. As the design progresses, this comprehensive, yet evolving set of metrics is developed to guide and evaluate the development of planning and design alternatives for implementing projects that encourage sustainability, safety, environmental sensitivity and community impact.

WORKSESSION

The Design Workshop team will arrange a site tour on the same day as the Strategic Kick-Off meeting to be introduced to revisit existing conditions, develop a comprehensive photo catalogue of the community, and verify base information gathered from various sources. Following the tour of sites, the design team and key

members of staff will develop initial ideas during an afternoon worksession.

Deliverables:

- Project Management Plan
- Strategic Kick-Off Meeting Agenda and Materials
- Strategic Kick-Off Meeting Summary

TASK 2 PROGRAMMING

SITE ANALYSIS

The DW team will prepare an updated site and special analysis with the survey that begins to identify the strengths and weaknesses of site(s) attributes such as surrounding condition, grading, quality and health of existing site trees, solar orientation and exposure, shade and human comfort, access and circulation, innovative stormwater opportunities and views.

PROGRAM NARRATIVE

Based on the Master Plan and input from the initial work session, a program narrative will begin to take form. This will be accomplished by developing Design Principles to guide decision making. It is critical to revisit the metrics established in the Master Plan at this point in the process. It is critical to contribute to achieving these targets within the streetscape and public space concepts. Consideration for maintenance costs and methods, operating costs, potential revenue sources and positioning retail are critical as part of the programming and design process.

Deliverables:

- Site analysis summary memo and diagrams
- Program outline

TASK 3 CONCEPT DESIGN

The concept design task will test program goals and site program against site conditions, and to explore design ideas. The DW team will lead the design process for the streets and Central Park, supported by V3 Engineers and Schuler Shook lighting design. The team will focus on the compositional and environmental systems associated with the sites including materials, plant palettes, key relationships, site circulation, grading/drainage, stormwater and lighting.

The concept design task is separated into the following:

Festival Street, South Main, Pedestrian Streets, Other Streets, Central Park and French Market.

FESTIVAL STREET/SOUTH MAIN/PEDESTRIAN STREETS/OTHER STREETS

With the solid foundation of planning to date, our role is to construct the next planning and design framework for the public realm within the downtown so that the vision can come to life through specific enhancements that improve the image of the place as well as the social, economic and environmental fabric of which it is part. Streetscape design addresses a variety of systems – social gathering, event programming and operation, aesthetic quality, identity and branding, infrastructure and stormwater management.

Deliverables:

- (3 Concepts) Low/Med/High - Festival Street
 - (3) Perspective views
 - (3) Section/Elevations
 - (3) Plan Views
 - (1) Memo: Narrative of design intent, trade offs
 - (1) Memo: Maintenance and Rehabilitation Narrative
 - (3) Low/Med/High Image Boards
 - (3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)
- (3 Concepts) Low/Med/High - South Main
 - (6) Perspective views (2/design)
 - (3) Section/Elevations
 - (3) Plan Views
 - (1) Memo: Narrative of design intent, trade offs
 - (1) Memo: Maintenance and Rehabilitation Narrative
 - (3) Low/Med/High Image Boards
 - (3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)
- (3 Concepts) Low/Med/High - Pedestrian Streets
 - (6) Perspective views (2/design)
 - (3) Section/Elevations
 - (3) Plan Views
 - (1) Memo: Narrative of design intent, trade offs
 - (1) Memo: Maintenance and Rehabilitation Narrative
 - (3) Low/Med/High Image Boards
 - (3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)
- (3) Low/Med/High - Other Streets
 - (6) Perspective views (2/design)
 - (3) Section/Elevations

- (3) Plan Views
- (1) Memo: Narrative of design intent, trade offs
- (1) Memo: Maintenance and Rehabilitation Narrative
- (3) Low/Med/High Image Boards
- (3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)

CENTRAL PARK

The future park has the potential to become a central space in Downtown – bridging the north and south side. Residents can be immersed in shade or the comfort of a café with internet access, gain access to and from the Prairie Path, socialize with friends on game courts or lawn, listen to a concert or watch a movie on the lawn. There are endless opportunities for this future space. Once the programming phase is complete, it will be applied to the available space taking into consideration the opportunities and constraints identified in the site analysis phase.

Deliverables:

- (1 Concept) Central Park
 - (2) Perspective views
 - (2) Section/Elevations
 - (1) Plan Views
 - (1) Memo: Narrative of design intent, trade offs
 - (1) Image Board
 - (1) Memo: Maintenance and Rehabilitation Narrative

FRENCH MARKET

During the stakeholder engagement phase, the DW team, including VOA architects will host a discovery meeting with vendors of the French Market to further understand the program requirements. Precedent images will assist the design team in understanding the look and feel, program desires and functionality of the structure. We will assist the Client in documenting and validating the program. Based upon these discussions we will prepare schematic designs for the following:

- Schematic plans
- Schematic reflected ceiling plans, including lighting
- Schematic structural engineering
- Phasing plan
- Roof plan
- Exterior elevations

We will coordinate requirements for mechanical, electrical and fire protection with the MEP Engineers. We will coordinate requirements for site development

with the Civil Engineer. We will coordinate the requirements for structure with the Structural Engineer.

Deliverables:

- (1) French Market Programming and Concept Generation
 - (2) Perspective views
 - (2) Section/Elevations
 - (1) Plan Views
 - (1) Memo: Narrative of design intent, trade offs
 - (1) Image Board
 - (1) Memo: Maintenance and Rehabilitation Narrative

TASK 4 STAKEHOLDER ENGAGEMENT

KEY STAKEHOLDER INTERVIEWS

The Design Workshop team believes that it is important to reach out to key property owners, business owners and other stakeholders that City staff feels are necessary to understanding current issues such as the DDA or civic and cultural organizations in the community. This should occur early in the design process to ensure all opportunities and issues are being discussed and evaluated. In-depth interviews can be with one person or small groups of 3-6 people. They are valuable because they allow people to speak freely and in a less structured manner than large community meetings or polls.

PUBLIC OPEN HOUSE

The Design Workshop team offers a strong commitment to a citizen-based approach. Our team uses interactive activities with the public to make them part of the programming effort. One example of this effort is the chip game, a collaborative exercise which allows the community to place scaled program elements onto the plan. This assists the design team to fully understand which program elements the community desires through a fun activity for all ages. Residents express appreciation for the process which asks for their input and then allows them to see the results of their work. We are also well-versed in public engagement technologies, which cast a broader net for citizen participation, and help reach a younger and increasingly-connected population.

Several of our projects have used My Sidewalk – formally known as MindMixer – which was utilized during the master planning process in Wheaton. My Sidewalk is a website that captures broad community dialogue and input. An alternative that allows more detailed input and feedback on alternatives is called MetroQuest – a flexible survey tool that can be used

online or at kiosks in key locations – to reach thousands of participants. We have found that these technologies are particularly valuable in reaching younger residents who do not often attend public meetings. Our approach, like with all of our projects, ensures a healthy public dialogue will transgress, so that the Central Park, French Market and streetscapes can become spaces created by the city. Historically healthy parks and public spaces add value to the adjacent development. In turn a healthy development of housing, retail, office, and civic uses on the edge of parks and open space add vitality and “eyes of the park” which contribute to the safety and success of the park or public space.

Deliverables:

- Memo summarizing stakeholder input
- Key pad polling results/charts

TASK 5 FINAL CONCEPTS AND PRESENTATION

FINAL CONCEPTS

Based on input received from the stakeholder interviews and public meeting, the concepts will be revised. A post-outreach meeting will be conducted with key City staff to confirm concept changes.

PRESENTATION TO CITY COUNCIL

Our experience proves that if thorough analysis of existing conditions is conducted and communicated to the public, the community is consulted throughout the concepts, sound goals drive the development of the vision, and the recommendations are packaged into a usable document, then consensus and approval is a streamlined process. This task will present the low/med/and high designs for the streetscapes, the central park concept and the French Market structure with regard to recommended phasing and costs.

The DW team has a deep understanding of the cost estimates provided in the Master Plan. Our team has already begun to parse this information and develop test pro formas for implantation over a 6-year period with varying benefits and trade-offs including access to businesses, level of impact and projected return on investment.

Deliverables:

- Revised concepts per task 4
- Presentation powerpoint

LOW MEDIUM HIGH APPROACH

The DW team takes into consideration both the cost of construction as well as the cost of maintenance and life cycle in the design process. It is critical to understand the material alternatives related to the identified level of investment of each street typology. Our process quantifies various material alternatives for paving, curbs, crosswalks, furnishings, site lighting, planting methods and street tree treatments. The various levels of investment must be weighed against the established metrics of the Master Plan.

For example, the level of treatment for street trees will vary from a 2" caliper/500 cubic feet planting area to a 3" caliper with 1,000 cubic feet planting area, to a suspended paving treatment with 1,500 cubic feet of soil to an even higher level of investment using silva cells to provide maximum soil volume, while maximizing usable space around the tree. Our process will provide the understanding necessary to make informed design and investment decisions. This process will be used at worksessions with the City, as well as within the public input meeting to confirm the "impact" stakeholders feel each element will have versus the "impact" they feel the elements will have. This allows us to weigh these factors along with construction and maintenance costs to determine a "good/better/best" strategy for each concept. We look forward to the opportunity to discuss this process and method further at the presentation to City Council

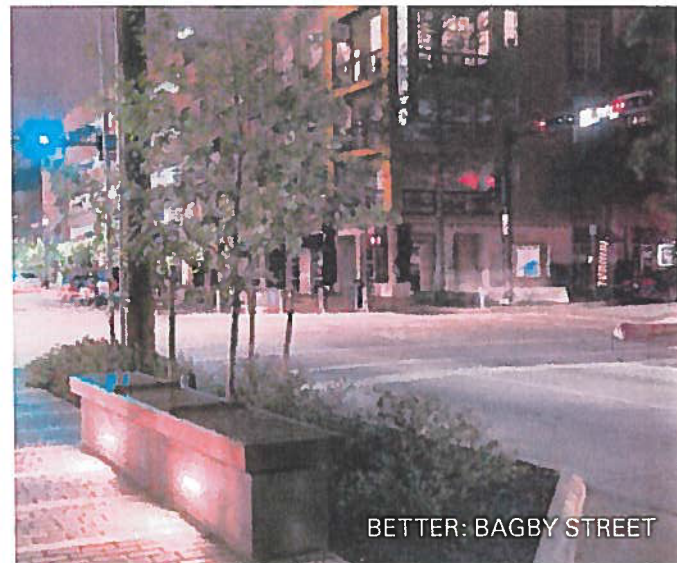
LOW MEDIUM HIGH EXAMPLES

The low/medium/high or "good/better/best" approach is demonstrated in the "Project Experience" portion of this proposal.

An example of a "good" streetscape design is South Grand Boulevard in St. Louis. The value in this streetscape was put on widening the sidewalk and creating dining areas, while achieving a number of other metrics related to safety and noise. The treatment did not require a high level of material treatment to achieve this – and therefore the budget could be spread equally along the 6-block streetscape.

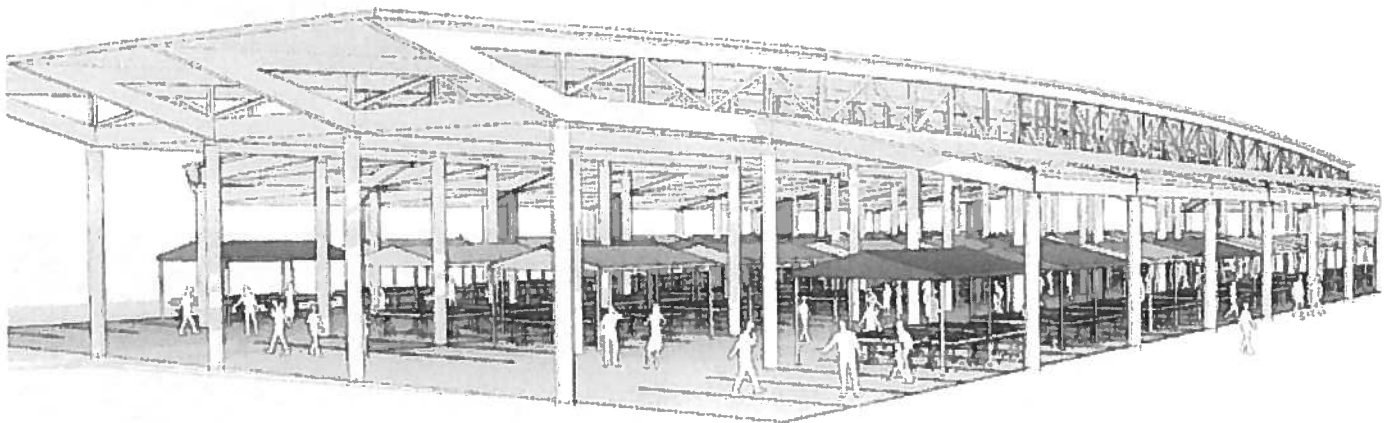
Bagby Street is an example of a "better" or medium treatment. This project placed value in creating a brand for the District as well as priority for green stormwater treatment and large trees.

A "best" or high treatment is shown at Cherry Creek North – Filmore Plaza. As a premier retail district in Denver, this festival street would serve as host to a number of events related to the adjacent luxury hotel, national retailers and new neighboring mixed-use and retail development. The treatment in paving materials, custom detailing and lighting reflect the level of investment of the adjacent new architecture which was supported financially by the Business Improvement District.



CENTRAL PARK AND FRENCH MARKET IDEAS

As communicated at the interview stage, the French Market has the potential to provide a space unique to the western suburbs. This structure has the ability to accommodate the existing parking functionality, while providing a market-ready structure when needed. The structure can be adaptable to be indoor/outdoor while also providing a fully conditioned or partially conditioned space. The structure could incorporate the use of charging stations for electric cars and solar panels or geothermal for energy savings. The aesthetic can vary from a contemporary concept to a historic interpretation or railroad interpreted concept. The team will work with the City and vendors to determine this possible program and aesthetic to allow an accurate cost estimate to be established.



VOA ARCHITECTS | FRENCH MARKET CONCEPT EXAMPLE

The Central Park has the potential to literally bridge the north and south side of the railroad tracks, as well serve as a catalyst to help to stimulate private sector redevelopment of the area between the Union Pacific railroad tracks and Roosevelt Road, improving the marketability and property values of the area as well as creating a stronger sense of arrival and identity for Downtown.

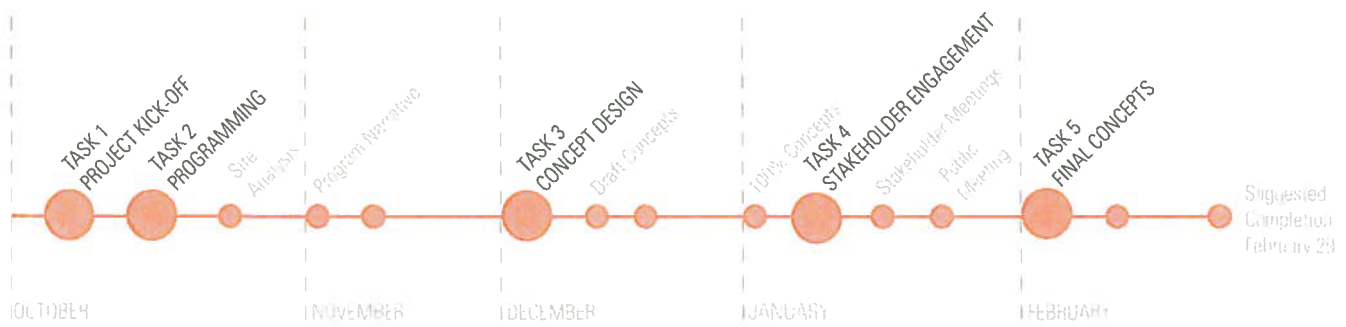
As communicated at the interview stage, there are a number of ideas that emerged as the Design Workshop team "revisited" the initial concept for the Central Park. These ideas are highlighted in the following:

Park Program: The park space can fit a number of program elements. In addition to those shown in the Master Plan concept, the design team feels the following could be incorporated: board game tables/chairs, court games like bocce, washers or horseshoe, a band stand, movie screen, café/pavilion and "shake shack" restaurant with outdoor seating areas. Revenue generating program elements should be considered as part of the program to offset operations and maintenance costs.

Lighting: The central park could incorporate lighting projections or light boards to communicate community events or show movies from the central lawn. Lighting projections on the ground are a way to incorporate a brand, create a unique identity and create seasonality. Light columns could serve as a way to "brand" the park along the festival street – highlighting it as a unique destination within Wheaton. The French Market could incorporate fluorescent lighting similar to that of the public market in Seattle. Kinetic lighting could also respond to the movement of the train in an artistic way. Lastly, cantilevered lighting could span across small café seating areas and/or the festival street.

SCHEDULE & FEE

SCHEDULE

[illegible]

TOTAL PROJECT FEE

DW Fee	\$79,727
SUBCONSULTANTS:	
V3 Engineers	\$36,650
Schuler Shook	\$19,220
Planning Resources	\$10,393
VOA Associates	\$24,000
TOTAL LABOR:	\$169,990
Reimbursable Expenses	
<i>Meeting material boards and handout materials printing</i>	\$2,500
<i>Internal printing</i>	\$250
<i>Travel related expenses (meals, car rental, hotel x "person trips" and flights)</i>	\$5,000
TOTAL Reimbursables	\$7,750
TOTAL PROJECT NOT TO EXCEED	\$177,740

FEE BREAKDOWN - DESIGN WORKSHOP, INC.

		DESIGN WORKSHOP										SUBTOTAL
		DW (Culbertson)		DW (Brooke)		DW (Palmborg)		DW (Egan)		DW (Staff)		
		\$250	hours	\$175	hours	\$150	hours	\$130	hours	\$65	hours	
Task 1 Project Kick-off and Worksession												
1a	Project Kick-off Meeting	\$1,000	4	\$700	4	\$0		\$1,040	8	\$130	2	
1b	Work Session with key stakeholders	\$1,000	4	\$700	4	\$0		\$1,040	8	\$130	2	
		\$2,000		\$1,400		\$0		\$2,080		\$260		\$5,740
Task 2 Programming												
2a	Site Analysis	\$500	2	\$700	4	\$150	1	\$520	4	\$520	8	
2b	Program Narrative	\$500	2	\$350	2	\$150	1	\$260	2	\$130	2	
		\$1,000		\$1,050		\$300		\$780		\$650		\$3,780
Task 3 Concept Design												
3a	(3) Low/Med/High - Festival Street											
	(3) Perspective views	\$500	2	\$175	1	\$0		\$130	1	\$780	12	
	(3) Section/Elevations	\$250	1	\$175	1	\$0		\$520	4	\$780	12	
	(3) Plan Views	\$250	1	\$175	1	\$0		\$520	4	\$780	12	
	(1) Memo: Narrative of design intent, trade offs	\$250	1	\$350	2	\$0		\$520	4	\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$250	1	\$350	2	\$150	1	\$520	4	\$0		
	(3) Low/Med/High Image Boards	\$250	1	\$350	2	\$0		\$260	2	\$520	8	
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$250	1	\$350	2	\$150	1	\$520	4	\$1,040	16	
3b	(3) Low/Med/High - South Main											
	(6) Perspective views (2/design)	\$500	2	\$175	1	\$0		\$130	1	\$780	12	
	(3) Section/Elevations	\$250	1	\$175	1	\$0		\$520	4	\$780	12	
	(3) Plan Views	\$250	1	\$175	1	\$0		\$520	4	\$780	12	
	(1) Memo: Narrative of design intent, trade offs	\$250	1	\$350	2	\$0		\$520	4	\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$250	1	\$350	2	\$150	1	\$520	4	\$0		
	(3) Low/Med/High Image Boards	\$250	1	\$350	2	\$0		\$260	2	\$520	8	
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$250	1	\$350	2	\$150	1	\$520	4	\$1,040	16	
3c	(3) Low/Med/High - Pedestrian Streets											
	(6) Perspective views (2/design)	\$500	2	\$175	1	\$0		\$130	1	\$780	12	
	(3) Section/Elevations	\$250	1	\$175	1	\$0		\$520	4	\$780	12	
	(3) Plan Views	\$250	1	\$175	1	\$0		\$520	4	\$780	12	
	(1) Memo: Narrative of design intent, trade offs	\$250	1	\$350	2	\$0		\$520	4	\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$250	1	\$350	2	\$150	1	\$520	4	\$0		
	(3) Low/Med/High Image Boards	\$250	1	\$350	2	\$0		\$260	2	\$520	8	
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$250	1	\$350	2	\$150	1	\$520	4	\$1,040	16	
3d	(3) Low/Med/High - Other Streets											
	(6) Perspective views (2/design)	\$500	2	\$175	1	\$0		\$130	1	\$780	12	
	(3) Section/Elevations	\$250	1	\$175	1	\$0		\$520	4	\$780	12	
	(3) Plan Views	\$250	1	\$175	1	\$0		\$520	4	\$780	12	
	(1) Memo: Narrative of design intent, trade offs	\$250	1	\$350	2	\$0		\$520	4	\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$250	1	\$350	2	\$150	1	\$520	4	\$0		
	(3) Low/Med/High Image Boards	\$250	1	\$350	2	\$0		\$260	2	\$520	8	
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$250	1	\$350	2	\$150	1	\$520	4	\$1,040	16	
3e	(1) Central Park											
	(2) Perspective views	\$500	2	\$175	1	\$0		\$130	1	\$520	8	
	(2) Section/Elevations	\$250	1	\$175	1	\$0		\$520	4	\$520	8	
	(1) Plan Views	\$500	2	\$350	2	\$0		\$520	4	\$260	4	
	(1) Memo: Narrative of design intent, trade offs	\$500	2	\$350	2	\$150	1	\$520	4	\$0		
	(1) Image Board	\$500	2	\$350	2	\$0		\$260	2	\$260	4	
	(1) Memo: Maintenance and Rehabilitation Narrative	\$500	2	\$350	2	\$150	1	\$520	4	\$0		

3f	(1) French Market											
	Programming and Concept Generation	\$500	2	\$350	2	\$0		\$130	1	\$0		
	(2) Perspective views	\$63	0.25	\$44	0.25	\$0		\$130	1	\$520	8	
	(2) Section/Elevations	\$63	0.25	\$44	0.25	\$0		\$130	1	\$0		
	(1) Plan Views	\$63	0.25	\$44	0.25	\$0		\$130	1	\$0		
	(1) Memo: Narrative of design intent, trade offs	\$63	0.25	\$44	0.25	\$0		\$130	1	\$0		
	(1) Image Board	\$63	0.25	\$44	0.25	\$0		\$130	1	\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$63	0.25	\$44	0.25	\$0		\$130	1	\$0		
		\$11,625		\$10,063		\$1,500		\$15,340		\$17,680		\$56,208
Task 4 Stakeholder Engagement												
4a	Public Meeting	\$2,000	8	\$1,400	8	\$1,200	8	\$1,040	8	\$1,040	16	
4b	Stakeholder Meetings	\$1,000	4	\$0		\$0		\$0		\$0		
		\$3,000		\$1,400		\$1,200		\$1,040		\$1,040		\$7,680
Task 5 Final Concepts (revised per task 4 feedback) and P												
5a	Rework concepts per Task 4 above	\$500	2	\$700	4	\$600	4	\$2,080	16	\$1,040	16	
5b	Presentation of concepts, phasing, costs	\$0		\$1,400	8	\$0		\$0		\$0		
		\$500		\$2,100		\$600		\$2,080		\$1,040		\$6,320
TOTAL HOURS AND LABOR:												
			72.5		91.5		24		164		318	\$79,728

FEE BREAKDOWN - SCHULER SHOOK

		SCHULER SHOOK										TOTAL
		SS (Baney)		SS (Kightlinger)		SS (Lighting)						
		\$260	hours	\$135	hours	\$90	hours	\$130	hours	\$65	hours	
Task 1 Project Kick-off and Worksession												
1a	Project Kick-off Meeting	\$520	2	\$270	2	\$0		\$0		\$0		
1b	Work Session with key stakeholders	\$0	0	\$0	0	\$0		\$0		\$0		
		\$520		\$270		\$0		\$0		\$0		\$790
Task 2 Programming												
2a	Site Analysis	\$520	2	\$540	4	\$0		\$0		\$0		
2b	Program Narrative	\$130	0.5	\$270	2	\$0		\$0		\$0		
		\$650		\$810		\$0		\$0		\$0		\$1,460
Task 3 Concept Design												
3a	(3) Low/Med/High - Festival Street											
	(3) Perspective views	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(3) Section/Elevations	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(3) Plan Views	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$260	1	\$135	1	\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$260	1	\$135	1	\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$130	0.5	\$270	2	\$180	2	\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$260	1	\$135	1	\$0		\$0		\$0		
3b	(3) Low/Med/High - South Main											
	(6) Perspective views (2/design)	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(3) Section/Elevations	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(3) Plan Views	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$260	1	\$135	1	\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$260	1	\$135	1	\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$130	0.5	\$270	2	\$180	2	\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$260	1	\$135	1	\$0		\$0		\$0		
3c	(3) Low/Med/High - Pedestrian Streets											
	(6) Perspective views (2/design)	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(3) Section/Elevations	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(3) Plan Views	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$260	1	\$135	1	\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$260	1	\$135	1	\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$130	0.5	\$270	2	\$180	2	\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$260	1	\$135	1	\$0		\$0		\$0		
3d	(3) Low/Med/High - Other Streets											
	(6) Perspective views (2/design)	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(3) Section/Elevations	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(3) Plan Views	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$260	1	\$135	1	\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$260	1	\$135	1	\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$130	0.5	\$270	2	\$180	2	\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$260	1	\$135	1	\$0		\$0		\$0		
3e	(1) Central Park											
	(2) Perspective views	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(2) Section/Elevations	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(1) Plan Views	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$260	1	\$135	1	\$0		\$0		\$0		
	(1) Image Board	\$260	1	\$270	2	\$180	2	\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$260	1	\$135	1	\$0	0	\$0		\$0		

3f	(1) French Market											
	Programming and Concept Generation	\$0	0	\$0	0	\$0		\$0		\$0		
	(2) Perspective views	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(2) Section/Elevations	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(1) Plan Views	\$130	0.5	\$135	1	\$0		\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$260	1	\$135	1	\$0		\$0		\$0		
	(1) Image Board	\$260	1	\$270	2	\$180	2	\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$260	1	\$135	1	\$0		\$0		\$0		
		\$7,540		\$6,210		\$1,080		\$0		\$0		\$14,830
Task 4 Stakeholder Engagement												
4a	Public Meeting	\$0		\$0		\$0		\$0		\$0		
4b	Stakeholder Meetings	\$0		\$0		\$0		\$0		\$0		
		\$0		\$0		\$0		\$0		\$0		\$0
Task 5 Final Concepts (revised per task 4 feedback) and Presentation												
5a	Rework concepts per Task 4 above	\$260	1	\$540	4	\$360	4	\$0		\$0		
5b	Presentation of concepts, phasing, costs	\$260	1	\$540	4	\$180	2	\$0		\$0		
		\$520		\$1,080		\$540		\$0		\$0		\$2,140
TOTAL HOURS AND LABOR			35.5		62		18	0		0		\$19,220

FEE BREAKDOWN - V3

		V3 Companies										TOTAL
		GS (Schober)		EH (Hsu)		BH (Hert)		CADD Tech				
		\$190	hours	\$105	hours	\$100	hours	\$90	hours	\$65	hours	
Task 1 Project Kick-off and Worksession												
1a	Project Kick-off Meeting	\$760	4	\$420	4	\$0		\$0		\$0		
1b	Work Session with key stakeholders	\$760	4	\$420	4	\$0		\$0		\$0		
		\$1,520		\$840		\$0		\$0		\$0		\$2,360
Task 2 Programming												
2a	Site Analysis	\$2,280	12	\$1,260	12	\$0		\$360	4	\$0		
2b	Program Narrative	\$760	4	\$0		\$0		\$0		\$0		
		\$3,040		\$1,260		\$0		\$360		\$0		\$4,660
Task 3 Concept Design												
3a	(3) Low/Med/High - Festival Street											
	(3) Perspective views	\$0		\$0		\$0		\$0		\$0		
	(3) Section/Elevations	\$380	2	\$0		\$0		\$0		\$0		
	(3) Plan Views	\$570	3	\$315	3	\$1,200	12	\$540	6	\$0		
	(1) Memo: Narrative of design intent, trade offs	\$760	4	\$0		\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$380	2	\$0		\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$0		\$0		\$0		\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$380	2	\$420	4	\$0		\$0		\$0		
3b	(3) Low/Med/High - South Main											
	(6) Perspective views (2/design)	\$0		\$0		\$0		\$0		\$0		
	(3) Section/Elevations	\$380	2	\$0		\$0		\$0		\$0		
	(3) Plan Views	\$570	3	\$315	3	\$1,200	12	\$540	6	\$0		
	(1) Memo: Narrative of design intent, trade offs	\$760	4	\$0		\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$380	2	\$0		\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$0		\$0		\$0		\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$380	2	\$420	4	\$0		\$0		\$0		
3c	(3) Low/Med/High - Pedestrian Streets											
	(6) Perspective views (2/design)	\$0		\$0		\$0		\$0		\$0		
	(3) Section/Elevations	\$380	2	\$0		\$0		\$0		\$0		
	(3) Plan Views	\$570	3	\$315	3	\$1,200	12	\$540	6	\$0		
	(1) Memo: Narrative of design intent, trade offs	\$760	4	\$0		\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$380	2	\$0		\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$0		\$0		\$0		\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$380	2	\$420	4	\$0		\$0		\$0		
3d	(3) Low/Med/High - Other Streets											
	(6) Perspective views (2/design)	\$0		\$0		\$0		\$0		\$0		
	(3) Section/Elevations	\$380	2	\$0		\$0		\$0		\$0		
	(3) Plan Views	\$570	3	\$315	3	\$1,200	12	\$540	6	\$0		
	(1) Memo: Narrative of design intent, trade offs	\$760	4	\$0		\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$380	2	\$0		\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$0		\$0		\$0		\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$380	2	\$420	4	\$0		\$0		\$0		
3e	(1) Central Park											
	(2) Perspective views	\$0		\$0		\$0		\$0		\$0		
	(2) Section/Elevations	\$380	2	\$0		\$0		\$0		\$0		
	(1) Plan Views	\$380	2	\$210	2	\$400	4	\$180	2	\$0		
	(1) Memo: Narrative of design intent, trade offs	\$380	2	\$0		\$0		\$0		\$0		
	(1) Image Board	\$0		\$0		\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$0		\$0		\$0		\$0		\$0		

3f	(1) French Market											
	Programming and Concept Generation	\$0		\$0		\$0		\$0		\$0		
	(2) Perspective views	\$0		\$0		\$0		\$0		\$0		
	(2) Section/Elevations	\$0		\$0		\$0		\$0		\$0		
	(1) Plan Views	\$380	2	\$210	2	\$400	4	\$180	2	\$0		
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		\$0		\$0		\$0		
	(1) Image Board	\$0		\$0		\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$0		\$0		\$0		\$0		\$0		
		\$11,400		\$3,360		\$5,600		\$2,520		\$0		\$22,880
	Task 4 Stakeholder Engagement											
4a	Public Meeting	\$760	4	\$840	8	\$800	8	\$720	8	\$0		
4b	Stakeholder Meetings	\$1,520	8	\$0		\$0		\$0		\$0		
		\$2,280		\$840		\$800		\$720		\$0		\$4,640
	Task 5 Final Concepts (revised per task 4 feedback) and P											
5a	Rework concepts per Task 4 above	\$380	2	\$210	2	\$400	4	\$360	4	\$0		
5b	Presentation of concepts, phasing, costs	\$760	4	\$0		\$0		\$0		\$0		
		\$1,140		\$210		\$400		\$360		\$0		\$2,110
	TOTAL HOURS AND LABOR		102		62		68		44		0	\$38,650

FEE BREAKDOWN - VOA ASSOCIATES INC.

		VOA ASSOCIATES										TOTAL
		Rebel		Rentao		Fan		Kevin				
		\$325	hours	\$125	hours	\$75	hours	\$200	hours		hours	
Task 1 Project Kick-off and Worksession												
1a	Project Kick-off Meeting	\$1,300	4	\$500	4	\$0		\$0		\$0		
1b	Work Session with key stakeholders	\$1,300	4	\$500	4	\$0		\$0		\$0		
		\$2,600		\$1,000		\$0		\$0		\$0		\$3,600
Task 2 Programming												
2a	Site Analysis	\$0		\$250	2	\$0		\$0		\$0		
2b	Program Narrative	\$0		\$250	2	\$0		\$0		\$0		
		\$0		\$500		\$0		\$0		\$0		\$500
Task 3 Concept Design												
3a	(3) Low/Med/High - Festival Street											
	(3) Perspective views	\$0		\$0		\$0		\$0		\$0		
	(3) Section/Elevations	\$0		\$0		\$0		\$0		\$0		
	(3) Plan Views	\$0		\$0		\$0		\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$0		\$0		\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$0		\$0		\$0		\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$0		\$0		\$0		\$0		\$0		
3b	(3) Low/Med/High - South Main											
	(6) Perspective views (2/design)	\$0		\$0		\$0		\$0		\$0		
	(3) Section/Elevations	\$0		\$0		\$0		\$0		\$0		
	(3) Plan Views	\$0		\$0		\$0		\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$0		\$0		\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$0		\$0		\$0		\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$0		\$0		\$0		\$0		\$0		
3c	(3) Low/Med/High - Pedestrian Streets											
	(6) Perspective views (2/design)	\$0		\$0		\$0		\$0		\$0		
	(3) Section/Elevations	\$0		\$0		\$0		\$0		\$0		
	(3) Plan Views	\$0		\$0		\$0		\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$0		\$0		\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$0		\$0		\$0		\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$0		\$0		\$0		\$0		\$0		
3d	(3) Low/Med/High - Other Streets											
	(6) Perspective views (2/design)	\$0		\$0		\$0		\$0		\$0		
	(3) Section/Elevations	\$0		\$0		\$0		\$0		\$0		
	(3) Plan Views	\$0		\$0		\$0		\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		\$0		\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$0		\$0		\$0		\$0		\$0		
	(3) Low/Med/High Image Boards	\$0		\$0		\$0		\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$0		\$0		\$0		\$0		\$0		

3f	(1) French Market												
	Programming and Concept Generation	\$1,300	4	\$5,000	40	\$1,500	20	\$800	4	\$0			
	(2) Perspective views	\$0		\$0		\$0		\$0		\$0			
	(2) Section/Elevations	\$0		\$1,500	12	\$0		\$0		\$0			
	(1) Plan Views	\$0		\$0		\$1,200	16	\$800	4	\$0			
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		\$1,200	16	\$0		\$0			
	(1) Image Board	\$0		\$0		\$0		\$400	2	\$0			
	(1) Memo: Maintenance and Rehabilitation Narrative	\$0		\$0		\$600	8	\$0		\$0			
		\$0		\$0		\$0		\$400	2	\$0			
		\$1,300		\$6,500		\$4,500		\$2,400		\$0			\$14,700
Task 4 Stakeholder Engagement													
4a	Public Meeting	\$1,300	4	\$500	4	\$0		\$0		\$0			
4b	Stakeholder Meetings	\$1,300	4	\$500	4	\$0		\$0		\$0			
		\$2,600		\$1,000		\$0		\$0		\$0			\$3,600
Task 5 Final Concepts (revised per task 4 feedback) and													
5a	Rework concepts per Task 4 above	\$0		\$1,000	8	\$600	8	\$0		\$0			
5b	Presentation of concepts, phasing, costs	\$0		\$0		\$0		\$0		\$0			
		\$0		\$1,000		\$600		\$0		\$0			\$1,600
TOTAL HOURS AND LABOR:			20		80		68		12		0		\$24,000

FEE BREAKDOWN - PLANNING RESOURCES, INC.

		PLANNING RESOURCES				
		PR (Graham)		PR (PLA)		TOTAL
		\$135	hours	\$100	hours	
Task 1 Project Kick-off and Worksession						
1a	Project Kick-off Meeting	\$405	3	\$0		
1b	Work Session with key stakeholders	\$540	4	\$400	4	
		\$945		\$400		\$1,345
Task 2 Programming						
2a	Site Analysis	\$1,080	8	\$600	6	
2b	Program Narrative	\$0		\$0		
		\$1,080		\$600		\$1,680
Task 3 Concept Design						
3a	(3) Low/Med/High - Festival Street					
	(3) Perspective views	\$540	4	\$0		
	(3) Section/Elevations	\$0		\$0		
	(3) Plan Views	\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$405	3	\$600	6	
	(3) Low/Med/High Image Boards	\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$0		\$0		
3b	(3) Low/Med/High - South Main					
	(6) Perspective views (2/design)	\$540	4	\$0		
	(3) Section/Elevations	\$0		\$0		
	(3) Plan Views	\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$203	1.5	\$300	3	
	(3) Low/Med/High Image Boards	\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$0		\$0		
3c	(3) Low/Med/High - Pedestrian Streets					
	(6) Perspective views (2/design)	\$540	4	\$0		
	(3) Section/Elevations	\$0		\$0		
	(3) Plan Views	\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$135	1	\$300	3	
	(3) Low/Med/High Image Boards	\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$0		\$0		
3d	(3) Low/Med/High - Other Streets					
	(6) Perspective views (2/design)	\$405	3	\$0		
	(3) Section/Elevations	\$0		\$0		

	(3) Plan Views	\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$135	1	\$300	3	
	(3) Low/Med/High Image Boards	\$0		\$0		
	(3) Detail summary Low/Med/High (Demo, Paving, Hardscape, Landscape, Lighting, Utilities, Furniture Design, Signage)	\$0		\$0		
3e	(1) Central Park					
	(2) Perspective views	\$405	3	\$0		
	(2) Section/Elevations	\$0		\$0		
	(1) Plan Views	\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$270	2	\$400	4	
	(1) Image Board	\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$0		\$0		
3f	(1) French Market					
	Programming and Concept Generation	\$270	2	\$0		
	(2) Perspective views	\$0		\$0		
	(2) Section/Elevations	\$0		\$0		
	(1) Plan Views	\$0		\$0		
	(1) Memo: Narrative of design intent, trade offs	\$0		\$0		
	(1) Image Board	\$0		\$0		
	(1) Memo: Maintenance and Rehabilitation Narrative	\$0		\$0		
		\$3,848		\$1,900		\$5,748
Task 4 Stakeholder Engagement						
4a	Public Meeting	\$810	6	\$0		
4b	Stakeholder Meetings	\$540	4	\$0		
		\$1,350		\$0		\$1,350
Task 5 Final Concepts (revised per task 4 feedback) and P						
5a	Rework concepts per Task 4 above	\$0		\$0		
5b	Presentation of concepts, phasing, costs	\$270	2	\$0		
		\$270		\$0		\$270
TOTAL HOURS AND LABOR:			55.5		29	\$10,398

CONTRACT COMMENTS

This number must appear on
all invoices and documents.

No. _____

**Agreement Between the City of Wheaton, Illinois
and _____
for Design Services: Downtown Strategic Plan and Streetscape Plan**

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and _____ ("Consultant"), address: _____.

WITNESSETH:

Whereas, the City has determined that it is strategic to hire a consultant to provide Design Services (hereinafter the "Work") which is incorporated herein as **Exhibit A [Exhibit A will be the Request for Proposal issued on August 18th, 2015];** and

Whereas, the Consultant has provided qualifications supporting his ability to perform this work, which are incorporated herein as **Exhibit B [Exhibit B will be the response from the Request for Qualifications issued July 13th, 2015];** and

Whereas, the Consultant has provided a detailed proposal to perform this work, which is incorporated herein as **Exhibit C [Exhibit C will be the response from the Request for Proposal];** and

Whereas, the City finds the qualifications and proposal submitted by the Consultant meets the City's service requirements for the Work.

Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Consultant hereto do hereby agree as follows:

1. **Scope of Services.** The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. The Consultant shall furnish all labor, materials, and equipment to provide and perform the Work. The Consultant represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other professional Consultants under similar circumstances.
2. **Compensation.** The City shall compensate the Consultant according to the terms of the Consultant's proposal which is attached hereto as **Exhibit C.**
3. **Term of Agreement:** This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Consultant. It shall be in effect through the written approval of the City's Project Manager.
4. **Additional Services.** The Consultant shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Consultant or the City determines that additional goods and/or services are required to complete the Work, such additional goods shall not be provided and/or such additional services

in force for a period for not less than four (4) years after the completion of the services to be performed by the Consultant under this contract.

8. **Compliance with Laws.** The Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.
9. **Freedom of Information Act:** The Contractor shall, within twenty four hours of the City's request, provide any documents in the Contractor's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement.
10. **Termination of Contract.** If the Consultant fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Consultant. In the event of a termination, the City shall pay the Consultant for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; or (iii) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.
11. **Cancellation for Unappropriated Funds:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
12. **Default.** In case of default by the contractor, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract, fails to make delivery within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.
13. **Patents:** The successful contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or copyrighted material that form a part of the Work covered by the contract.
14. **Discrimination Prohibited.** The Consultant shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Consultant agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.
15. **Status of Independent Consultant.** Both City and Consultant agree that Consultant will act as an Independent Consultant in the performance of the Work. Accordingly, the Independent Consultant shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Consultant's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Consultant further acknowledges under the terms of this Agreement, that it is not an agent, employee, or

Design Workshop requests that additional discussion take place regarding section 12. Default

shall not be performed unless authorized in writing by the City. Terms, frequency, and prices for additional services shall be as mutually agreed upon in writing by the City and the Consultant.

5. **Hold Harmless and Indemnification.** The Consultant shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:
- a) The Consultant's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the Consultant's services; or
 - b) The negligence or willful misconduct of the Consultant, its employees, agents, representatives, and subcontractors.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Consultant and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

7. **Insurance.** The Consultant and each of its agents, subcontractors, and consultants hired to perform the Work shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Consultant and, where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:
- a) Worker's compensation insurance with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** each employee/disease.
 - b) Commercial general liability insurance protecting the Consultant against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than **ONE MILLION DOLLARS (\$1,000,000.00)** each occurrence bodily injury/property damage combined single limit and **ONE MILLION DOLLARS (\$1,000,000.00)** aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured.
 - c) Commercial automobile liability insurance covering the Consultant's owned, non-owned, and leased vehicles which protects the Consultant against automobile liability claims whether on or off of the City's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** per accident bodily injury/property damage combined single limit.
 - d) Professional liability insurance with limits of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** per claim covering the Consultant against all sums which the Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the City under this contract when caused by any negligence act, error, or omission of the Consultant or of any person employed by the Consultant or any others for whose actions the Consultant is legally liable. The professional liability insurance shall remain

servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Consultant is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Consultant specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Consultant, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Consultant complies with the terms of this Agreement.

16. **Assignment; Successors and Assigns.** Neither this Agreement, nor any part, rights or interests hereof, may be assigned, to any other person, firm or corporation without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
17. **Recovery of Costs.** In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.
18. **Waivers of Lien:** The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.
19. **Waiver.** Any failure of either the City or the Consultant to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.
20. **Notification.** All notification under this Agreement shall be made as follows:

If to the Consultant:

Attn: _____
address _____

If to the City:

City of Wheaton
Attn: City Clerk
303 W. Wesley Street, Box 727
Wheaton, IL 60189-727

21. **Integration.** The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.
22. **Non-disclosure.** During the course of the Works, Consultant may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. Consultant shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.
23. **Force Majeure.** No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

24. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

25. *Validity.* In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

In Witness Whereof, the parties have entered into this Agreement this ____ day of ____, 2015.

City of Wheaton, an Illinois municipal corporation

By _____ date _____
Michael J. Gresk, Mayor

Attest:

Sharon Barrett-Hagen, City Clerk

By _____ date _____
signature

Attest:
