

Contract  
Between The Village Of La Grange  
And Legat Architects  
For Architecture, Landscape Architecture, and  
Professional Engineering Design Services  
For the Stone Avenue Rehabilitation Project - Phases 2 and 3

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Contract  
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This contract (the "*Contract*") is dated as of October 28, 2011 (the "*Effective Date*") and is by and between the Village of La Grange (the "*Village*") and Legat Architects (the "*Consultant*"). In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent. It is the intent of the parties that this Contract govern the relationship of the parties.

1.2 Services. The Consultant will perform for the Village the services described in the "Proposal For Professional Design Services—Phase 2 and Phase 3" dated October 26, 2011, attached to and by this reference incorporated into this Contract as Attachment A (the "*Services*"). In the event of any conflict between (a) any term or provision of Attachment A, of any attachment or exhibit to Attachment A, or of any document referred to in Attachment A including without limitation any AIA document and (b) any term or provision of this Contract, the term or provision of this Contract shall apply and control.

1.3 Project Time. The Services will be performed according to the schedule set forth in Attachment A to this Contract ("*Project Schedule*"). The Services related to Phase 2—Design and Engineering described in Attachment A will be completed within four months after the date on which the Village authorizes the Consultant to proceed with performance of the Services or such other date as is mutually determined in writing by the parties (the "*Completion Date*").

1.4 Term; Extensions. This Contract commences on the Effective Date and terminates on the date of final acceptance by the Village of the Services unless terminated earlier pursuant to Article 8 of this Contract (the "*Term*"). All terms of this Contract, including without limitation pricing terms, are firm during the Term, unless as embodied in an amendment to this Contract in accordance with Section 9.15.

1.5 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the Village. The Village's approval of any sub-consultant or supplier will not relieve the

Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Contract in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Contract, then the Consultant, immediately on notice from the Village, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the Village. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.6 Financial Ability to Perform. When executing this Contract, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services set forth in this Contract in full compliance with, and as required by or pursuant to, this Contract.

## **ARTICLE 2. COMPENSATION AND PAYMENT**

2.1 Pricing Schedule. As compensation for the performance of the Services (“*Compensation*”), the Village will pay the Consultant the amounts described in Attachment A. Except for the Compensation, the Village will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation will be paid in monthly installments. The Consultant must submit to the Village, on a monthly basis, a written invoice for payment for completed work. The Village may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant’s right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Services are to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Services are to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Services and, if the Services are to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. The Services will be considered complete on the date of final written acceptance by the Village of the Services or the relevant phase of the Services.

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Services related to a submission of the Consultant will be deemed accepted by the Village if the Village does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The Village will make final payment to the Consultant within 30 days after final acceptance of the Compensation, after deducting therefrom charges, if any, as provided in this Contract ("*Final Payment*"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the Village by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Contract, the Village may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the Village for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the Village made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the Village, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the Village's remedies set forth in Section 8.3 of this Contract. The Village will notify the Consultant in writing given in accordance with Section 9.10 of this Contract of the Village's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The Village will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the Village. The Village will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Contract.

2.7 Grant Funding. The Consultant understands that the Stone Avenue Train Station Rehabilitation Project is being funded entirely through two grants totaling \$1,085,000. The Consultant is providing Services relating to the administration of those grants including among other things preparation of all paperwork required under the terms of the grants for the Village to receive payouts of grant funds. If grant funds are unavailable for any reason, then no funds will be available for the project or the Services.

2.8 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the Village, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Contract. Copies of such material must be furnished to the Village at the Village's request and expense.

### **ARTICLE 3. PERFORMANCE OF SERVICES**

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "*Standard of Performance*"). All Services must be free from defects and flaws, must conform to the requirements of this Contract, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the Village, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant's sub-consultants or suppliers.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons arising from any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the Village based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Contract, the Consultant's obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the Village has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable costs provided under this Contract are considered to be estimates only, made on the basis of the Consultant's experience and qualifications, and those opinions represent the Consultant's best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Village Responsibilities. The Village, at its sole cost and expense, will have the following responsibilities:

(a) To designate in writing a person with authority to act as the Village's representative with respect to the Services. In the absence of a written designation, the Village's representative will be the Village Manager or his designee. The Village's representative will have the authority to act on behalf of the Village except on matters that require approval of the Village's Board of Trustees.

(b) To provide to the Consultant all criteria and information about the requirements for the Services, including, as relevant, the Village's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to the Services.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for the Services.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for the Services and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(g) To provide approvals from all governmental authorities having jurisdiction over the Services when requested by the Consultant, except the extent such approvals are part of the Services.

(h) To provide, except as provided under Article 5 and Article 6 of this Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the Village to protect the Village's interests with respect to the Services.

(i) To attend meetings related to the Services.

(j) To give prompt written notice to the Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the Village to give any such a notice will not relieve the Consultant of any of its responsibilities under this Contract.

3.6 Time of the Essence. Time is of the essence for the Services and all activities with regard to the performance of the Services.

3.7 Suspension of Services. The Village, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the Village directs the Consultant in writing to resume performance.

#### **ARTICLE 4. SERVICES CHANGE ORDERS; DELAYS**

4.1 Services Change Orders. The Village, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Services Change Order (a "*Services Change Order*"). Any Services Change Order in an amount

exceeding \$10,000 must be approved by the Village's Board of Trustees. The Services Change Order will be generally in the form attached to and by this reference incorporated into this Contract as Attachment B. The Consultant may request a Services Change Order based on a material change to any Services performed under this Contract. A Services Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation.

4.2 Revision Notices. Within 10 days after the date of a Services Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the Village in writing if the Consultant desires a revision to the Services Change Order (a "*Revision Notice*"). The Revision Notice must clearly state the Consultant's requested revisions and the reasons for the revisions. If the Village agrees to any revision, then the Village will issue a revised Services Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Services Change Order and the Services Change Order will be final.

4.3 Disagreements over Services Change Order Terms. If the Village and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Services Change Order, then the Parties will apply the dispute resolution provisions of this Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by Village pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Services Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Services Change Order signed by the Village and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Services Change Order, then the Consultant may submit to the Village a written request for the issuance of, or revision of, a Services Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the Village in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the "*Delay Period*"). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the delay, the reasons why the delay disrupted performance of the Services and the Consultant's request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Professional Liability. Indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing professional services, including without limitation: (i) preparing, approving, or failure to prepare or approve maps, drawings, opinions, report, surveys, designs or specifications and (ii) providing direction, instruction, supervision, inspection, or engineering services or failing to provide them, if that is the primary cause of injury or damage.

(d) Workers' Compensation and Employers' Liability. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers' Liability. Workers' Compensation Coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Contract, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer must reduce or eliminate such deductibles or self-insured retentions with

respect to the Village and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The Village and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the Village or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the Village and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the Village and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the Village and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the Village and its officials, employees, agents, and representatives as additional insured under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the Village and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the Village by certified mail, return receipt requested.

(j) Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the Village with certificates of insurance naming the Village and its officials, employees, agents, and representatives as additional insured and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and in any event must be received and approved by the Village before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The Village reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insured under its policies or must furnish separate certificates and endorsements for each sub-consultant. All coverage for sub-consultants are subject to all of the requirements stated in this Article 5.

## **ARTICLE 6. INDEMNIFICATION**

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the Village's request, defend the Village and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the performance of any Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the Village.

6.2 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.3 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the Village may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the Village.

6.4 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted solely from the negligence or willful misconduct of the Indemnified Party.

## **ARTICLE 7. INFORMAL DISPUTE RESOLUTION**

7.1 Dispute Resolution Panel. Any dispute between the Village and the Consultant related to this Contract will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

## **ARTICLE 8. TERMINATION**

8.1 Contract is At-Will. This Contract is at-will and may be terminated by the Village at any time at the Village's convenience, without reason or cause. If the Village terminates this Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by Village for Breach. The Village at any time, by written notice, may terminate this Contract on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the Village may agree, in the Village's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Contract, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Services within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete any Services.

8.3 Village Remedies. If the Village terminates this Contract for Breach by the Consultant, then the Village will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The Village may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the Village as the result of any Breach or as a result of actions taken by the Village in response to any Breach.

(b) The Village may withhold any or all outstanding Compensation to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the Village as the result of any Breach or as a result of actions taken by the Village in response to any Breach. In that event, the Village will pay any excess funds to the Consultant, if any, after all of the Village's costs are reimbursed or paid. If the Compensation withheld by the Village is insufficient to reimburse the Village for, or pay, all costs, then the Village will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Contract by the Village for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the Village under Section 8.1 of this Contract.

8.5 Termination by Consultant for Breach. The Consultant may at any time, by written notice, terminate this Contract on account of failure by the Village to properly pay the Consultant and failure of the Village to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the Village seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Contract without cause on 30 days written notice to the Village.

## **ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS**

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the Village.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Contract, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the Village. The Consultant must direct inquiries from governmental regulatory agencies to the Village for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the Village to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the Village with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. The Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the Village.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the Village and at the Consultant's sole expense (a) procure for the Village the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the Village for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by Village resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the Village and developed or obtained under this Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the Village's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information

that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by Village and Village has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "Data"), other than the Consultant's confidential information, will be and remain the sole property of the Village. The Consultant must promptly deliver all Data to the Village at the Village's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the Village and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the Village. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the Village. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the Village and agrees to assist the Village in perfecting the same at the Village's expense.

9.10 Notices. Any notice or communication required by this Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the Village:

Village of La Grange  
Village Manager  
53 South La Grange Road  
La Grange, Illinois 60525

If to the Consultant:

Legat Architects  
2015 Spring Road, Suite 175  
Oak Brook, Illinois 60523  
Attn: Marc Rohde

or to such other address as the party to whom notice is to be given has furnished in writing.

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Stone Avenue Train Station Rehabilitation Project  
Executive Copy*

9.11 No Waiver by Village. No act, order, approval, acceptance, or payment by the Village, nor any delay by the Village in exercising any right under this Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Contract or any remedy, power, or right of the Village.

9.12 No Third-Party Beneficiaries. This Contract is for the benefit of the Village and the Consultant only and there can be no valid claim made or held against the Village or the Consultant by any third party to be a beneficiary under this Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.8, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Contract without the prior express written consent of the Village. If any aspect of this Contract is assigned or transferred, then the Consultant will remain responsible to the Village for the proper performance of the Consultant's obligations under this Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Contract must include terms requiring the assignee or transferee to fully comply with this Contract unless otherwise authorized in writing by the Village.

9.15 Amendments. This Contract may be amended only in writing executed by the Village and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations, Supplemental Terms. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the Village with respect to this Contract and in particular, but not limited to, the supplemental terms attached to this Contract as Attachment C ("*Supplemental Terms*"). In the event of a conflict between any term or provision of this Contract and any Supplemental Term, the Supplemental Term will prevail. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services or violation of any Supplemental Term.

9.18 Representation of No Conflicts. The Consultant represents that (1) no Village employee or agent is interested in the business of the Consultant or this Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance

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of the obligations under this Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Contract and that this Contract is made without collusion with any other person, firm, or corporation.

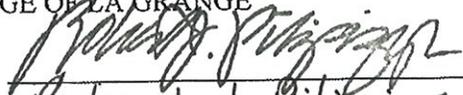
WHEREFORE, the Village and the Consultant have caused this Contract to be executed by their duly authorized representatives as of the Effective Date.

VILLAGE OF LA GRANGE

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

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

Title: \_\_\_\_\_

  
Robert J. Filipiszyn  
Village Manager

LEGAT ARCHITECTS

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

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

Title: \_\_\_\_\_

  
Patricia J. Brasnon  
president / CEO

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**ATTACHMENT A**

**SCOPE OF SERVICES**

October 26, 2011

**RECEIVED**

VIA e-mail

OCT 31 2011

Ms. Andrianna Peterson  
Assistant Village Manager  
Village of La Grange  
53 South La Grange Road  
La Grange, IL 60525

Re: **Village of La Grange – Stone Avenue Train Station Rehabilitation Project  
Proposal for Professional Design Services – Phase 2 and Phase 3**  
Architect's Project Number: 21025.BD

Dear Ms. Peterson:

In March of 2008, Legat Architects was selected to provide architectural, landscape architecture, and professional engineering design services for the Stone Avenue Train Station Rehabilitation Project. At that time, our scope of work was limited to what was titled Phase 1 - Assessment, Programming and Conceptual Design. That phase has been completed. At this time, we are pleased to provide this proposal for Phase 2 – Design, and Phase 3 – Construction Administration Services for the project. A detailed summary of the work involved in each phase is as follows:

### **ARCHITECT'S AND ENGINEER'S SCOPE OF SERVICES**

#### **Grant Administration:**

It is understood that the Village of La Grange will be receiving two grants totaling \$1,085,000. Grant #1 is for \$385,000 and is through the West Suburban Mass Transit District and administered by Metra. Grant #2 is for \$700,000, is provided from the FTA, and administered through Metra. Working with the Village and the General Contractor, we will collect, prepare and submit all required grant paperwork throughout the design and construction phases. Legat has made an initial review of the documentation and reporting requirements for the grants. Working with the General Contractor, Village staff, and Metra we will develop an action plan and timeline for collection and submittal of all grant related paperwork. We will prepare all necessary submittals and ensure that the required submittal deadlines are met.

#### **Phase 2 – Detailed Design and Engineering**

For all work in this phase, we will follow the detailed steps as outlined in the American Institute of Architects Document B151, Abbreviated Standard Form of Agreement between Owner and Architect. A brief summary of each phase is described below.

#### **Schematic Design and Design Development Phases:**

Schematic design will develop the conceptual design scheme completed in Phase 1, and design development will provide additional detail, which will describe the scope and character of the project. If requested, we will make presentations to the Village Board and community groups as mutually agreed upon by the Village and Legat

Ms. Andrianna Peterson  
Village of La Grange  
**Proposal for Professional Design Services**  
October 26, 2011  
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Architects. The purpose of these meetings is to present the project to the community, listen to input, and make revisions to the project if directed by the Village Board. A total of four (4) input meetings are planned. If additional meetings are needed, they will be invoiced at our standard hourly rates.

At the end of the schematic design and design development phases, the Design Team will prepare design drawings, outline specifications, project budget and schedule that illustrate the agreed-upon, signed approvals from the Village of La Grange for continuation to the next phase.

The scope of work will include: final design development documents and preparation of drawings

During the schematic design and design development phases, Legat Architects will coordinate the entire Design Team's efforts in preparing drawings, cost estimates and schedules that respond to the scope of work identified at the completion of Phase 1. The following consultants will be provided as part of our Basic Services:

- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Structural Engineering
- Landscape Architecture

Other specialty consultants that might be required but are not part of Basic Services are as follows:

- Civil Engineering
- Geotechnical Engineering
- Environmental Consulting
- Detailed Cost Estimating

We understand that the Village will use their own in house engineering staff for civil engineering work. Geotechnical engineering and environmental consulting is always hired directly by the client, and we will assist in that selection process as needed. Finally, multiple detailed cost estimates were provided during the Phase 1 process, and it is the final estimate that is serving as the budget for this project. If additional cost estimating is needed for Phase 2 and 3, we will bring on the services of a cost estimating consultant as a reimbursable to the project.

#### Construction Documents Phase:

All Design Team members will be involved in the development of the construction documents that will be used for the bidding and construction of the proposed Stone Avenue Station project. Each consultant's project manager will be responsible for the production of their drawings, specifications, coordination with other disciplines, and quality control

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of their own work. Periodic review meetings will be held with the Village staff to review the progress of the construction documents, and to verify project schedule target dates are met.

Throughout all phases, Legat Architects, as part of their quality control methods, will review the documents to verify code conformance, (including federal, state, Metra, and railroad requirements) clarity of the documents, and to coordinate the efforts of the entire Design Team. When the construction documents are complete, the project will be issued for bidding to General Contractors.

The scope of work will include: drawings and specifications and associated documents required for competitive bidding and construction.

All grant related compliance items such as Buy America requirements; Davis Bacon compliance, etc. will be included in these documents.

#### Bidding and Negotiation Phase:

Legat Architects will assist the Village during the bidding and negotiation phase. The project will be bid in one complete package by General Contractors. If the Village desires to pre-qualify contractors as part of the specifications, that will be included in the project. If the Village desires to undertake a separate prequalification process, Legat Architects will provide services as needed on an hourly rate schedule.

At the end of the bidding period, we will make recommendations as to the award of a contract for a General Contractor.

### **Phase 3 – Construction Administration**

#### Construction Administration Phase:

Legat Architects will coordinate the Design Team's efforts and provide construction administration services through the entire construction phase, including punch lists and project closeout. We will attend job meetings every week, and will request the consultants attend on an as-needed basis as required. During the closeout process, we will assemble project record documents, as-built drawings, warranty information, closeout documents, and operations and maintenance manuals. The entire Design Team will create punch lists of incomplete work and issue to the contractors, and reinspect until all work is completed.

Ms. Andrianna Peterson  
Village of La Grange  
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During the course of the project execution, we will act as the Owner's Representative to monitor and coordinate the progress of the work. All Project Management work will be coordinated with Grant Documentation and Reporting outlined above. Weekly progress meetings will be held.

Design intent of the Construction Drawings will be clarified as required. All shop drawings and sample submittals shall be reviewed prior to installation, and redistributed with appropriate comments.

Legat will perform a review of construction progress relative to target completion dates and the published construction schedule prepared by the General Contractor at weekly on-site construction meetings. Schedule deficiencies will be noted and Legat will work with the General Contractor to develop strategies for meeting target dates. Where construction progress is dependent on product selections or decisions from the owner, Legat will notify the Village of the requirement and endeavor to ensure timely resolution.

Routine site visits shall be made during the course of construction and on an as needed basis. The General Contractor shall arrange meetings based on project schedule milestones.

#### **COMPENSATION – BASIC SERVICES**

For all Phase 2 and 3 services, the Client will compensate the Architect (including consultants) on a straight Time and Material basis using the Schedule of Billable Rates stated below. The total compensation for Phase 2 and 3 Basic Services will be capped based on a percentage of construction cost. The estimated construction cost for the project is \$984,292. The compensation rate is 9.5% of construction cost. The Not-To-Exceed Fee Cap for Basic Services thus is estimated to be \$93,508.

#### **COMPENSATION – ADDITIONAL SERVICES**

The fee for additional services requested by the Client not included in the Basic Services also will be on a straight Time and Material basis, using the same Schedule of Billable Rates stated below.

#### **GRANT ADMINISTRATION COMPENSATION**

The compensation for the Grant Administration portion of the project will be a Lump Sum of \$7,200.00.

#### **SCHEDULE OF BILLABLE RATES**

The hourly rates for all Phase 2 and 3 services, including the consultants are as follows:

Ms. Andrianna Peterson  
Village of La Grange  
**Proposal for Professional Design Services**  
October 26, 2011  
Page 5 of 6

Principal (or equivalent)	\$200
Staff Architect (or equivalent)	\$180
Associate Architect (or equivalent)	\$115
Intern Architect (or equivalent)	\$75
Clerical (or equivalent)	\$55

### **REIMBURSABLE EXPENSES**

1. The Client will reimburse the Architect's for reasonable expenses incurred for the project, which will be invoiced at 1.15 *times* the expenses incurred by the Architect. Reimbursable expenses include the following:
  - .1 reproduction costs of drawings, specifications and reports; and,
  - .2 postage and handling of documents; and,
  - .3 renderings, models and mock-ups as requested by the Owner.
  - .4 specialty consultants identified on page 2 of this proposal; and,
  - .5 additional meetings other than identified in this proposal.

### **BILLING**

Invoices for services rendered shall be submitted monthly.

### **SCHEDULE**

The Architect will start once authorized to proceed and anticipates completing the project design within 3-4 months of the start date, or as determined mutually between Legat Architects and the Village.

### **ACCEPTANCE**

This agreement is entered into, as of the date first written above, by the following signatories who are legally empowered and authorized to execute this Agreement.

Please return one signed copy of this agreement letter to our office today and keep one copy for your records. Please contact me at 630.645.1926 if you need any additional information.

Ms. Andrianna Peterson  
Village of La Grange  
**Proposal for Professional Design Services**  
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Sincerely,



Marc Rohde, AIA, LEED AP  
Project Manager

**ACCEPTED:** Village of La Grange

Name: Robert J. Pilipiszyn  
Title: Village Manager  
Signature:  Date: 1/12/12

**ACCEPTED:** Legat Architects

Name: MARC ROHDE, AIA, LEED AP  
Title: PROJECT MANAGER  
Signature:  Date: 10.28.11

Attachments: Schedule of Billable Rates

File - A1

**ATTACHMENT B**

**SERVICES CHANGE ORDER**

In accordance with Section 4.1 of the Contract dated \_\_\_\_\_, 201\_\_ between the Village and the Consultant, the Parties agree to the following Services Change Order:

1. **Change in Services:** \_\_\_\_\_  
\_\_\_\_\_
2. **Change in Project Schedule** (attach schedule if appropriate): \_\_\_\_\_  
\_\_\_\_\_
3. **Change in Completion Date:** All Services must be completed on or before: \_\_\_\_\_, 20\_\_
4. **Change in Compensation:** \_\_\_\_\_  
\_\_\_\_\_

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.**

**VILLAGE**

**CONSULTANT**

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

If compensation change greater than \$10,000, then Board of Trustees approval and Village President signature required.

\_\_\_\_\_  
Village President

\_\_\_\_\_, 201\_\_.  
Date

## ATTACHMENT C

### SUPPLEMENTAL TERMS

The Consultant must comply with all of the following Supplemental Terms:

S1. Energy Conservation. Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

S2. Lobbying. Consultant and any sub-consultant or sub-contractor who applies or bids for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying," in the form attached to this Contract as Attachment D. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Village. A signed disclosure in the following form must be submitted with each bid or offer exceeding \$100,000:

The undersigned Consultant/Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

S3. Access to Records. The following access to records requirements apply to this Contract:

(a) The Consultant agrees to provide the Village, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) Consultant agrees to provide the Village, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(c) The Consultant shall make available records related to this contract to the Village, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(d) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(e) The Consultant agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the Village, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(f) FTA does not require the inclusion of these requirements in subcontracts.

S4. Federal Changes. Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Consultant's failure to so comply shall constitute a material breach of this contract.

S5. Clean Air.

(a) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Consultant agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

S6. No Government Obligation by the Federal Government.

(a) The Village and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Village, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

S7. Program Fraud and False or Fraudulent Statements or Related Acts.

(a) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

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(b) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(c) The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

S8. Suspension and Debarment. This Contract is a covered transaction for purposes of 2 CFR 1200, which adopts and supplements the Office of Management and Budget guidance in subparts A through I of 2 CFR 180. As such, the Consultant is required to verify that none of the Consultant, its principals, or affiliates, are excluded or disqualified as defined in 2 CFR 180, as supplemented by 2 CFR 1200. The Consultant must include the requirement to comply with 2 CFR 1200 in any lower tier covered transaction it enters into.

S9. Civil Rights.

(a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract:

(i) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of

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compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(ii) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

S10. Disadvantaged Business Enterprises.

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

(b) The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the FTA deems appropriate. Each subcontract the Consultant signs with a sub-consultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The Consultant will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Consultant is required to pay its sub-consultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the Village or the FTA.

(e) The Consultant must promptly notify the FTA whenever a DBE sub-consultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-consultant to perform at least the same

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amount of work. The contractor may not terminate any DBE sub-consultant and perform that work through its own forces or those of an affiliate without prior written consent of the FTA.

S11. Incorporation of FTA Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Village requests which would cause Village to be in violation of the FTA terms and conditions.

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

The undersigned Consultant certifies, to the best of his or her knowledge and belief, that:

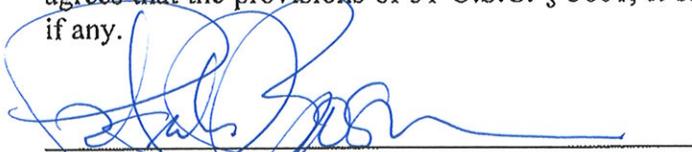
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, Legat Architects, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Consultant's Authorized Official

11.18.2011  
\_\_\_\_\_  
Date

Patrick J. Brosnan AIA, President/CEO.  
\_\_\_\_\_  
Name and Title of Consultant's Authorized Official