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**AGREEMENT BETWEEN
HOUSEAL LAVIGNE ASSOCIATES LLC
AND THE
SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION
FOR PROFESSIONAL SERVICES ASSOCIATED WITH
THE SANGAMON REGIONAL COMPREHENSIVE PLAN PROJECT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, between HOUSEAL LAVIGNE ASSOCIATES, LLC, hereinafter referred to as "Consultant", and the SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION, hereinafter referred to as "Commission", and covers certain professional planning services in connection with the development of Phases III and IV of a regional comprehensive plan for Sangamon County, hereinafter referred to as the "Project".

I. INDEPENDENT CONTRACTOR

The Consultant shall serve as an independent contractor insofar as the performance of services hereunder is concerned. The Consultant shall comply with all laws, rules, ordinances and regulations set forth by municipal, state and federal bodies of government.

II. ASSIGNMENT

No assignment of this contract shall be made without the express written consent of the Commission. In the event that the Consultant becomes unable to fulfill the terms of the contract, written notice will be given to the Commission within 30 days, at which time the Consultant may request written consent for the assignment of the remaining contract. Assignment of the contract shall be at the discretion of the Commission.

III. KEY PERSONNEL

The Consultant agrees that its project team shall include Mr. John A. Houseal, who shall serve as project manager and point-of-contact, Mr. Devin J. Lavigne, Mr. Daniel T. Gardner, Ms. Courtney D. Owen, and Mr. Brandon Nolin. The Consultant agrees that Mr. Houseal and Mr. Lavigne are key personnel, and that any changes in the project team involving these key personnel shall be made only with the approval of the Commission.

III. SCOPE OF SERVICES

The Consultant agrees to assist the Commission in conducting Phases III and IV of the Sangamon Regional Comprehensive Plan Project as described in RFP SSCRPC 01/11, which is included in this agreement as Attachment A and made part of it. Among the services the Consultant agrees to provide are those necessary to successfully complete the activities and tasks described in the Consultant's submission for RFP SSCRPC 01/11, dated April 11, 2011, specifically Section 1: Preliminary Work Plan, Phase III and Phase IV, pages 7-15 of the Consultant's submission, which is included in this agreement as Attachment B and made part of it.

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2 The Consultant understands and agrees that the funding of activities and tasks
3 associated with Phase IV of the project is contingent upon the Commission's receipt of
4 Illinois Comprehensive Regional Planning Funds in Illinois State Fiscal Year 2012 in an
5 amount necessary for the conduct of the project, availability of these funds for this
6 purpose, and approval by the Sangamon County Board. Upon receipt of such funds in
7 the amount proposed in the Consultant's submission, the Commission may agree to
8 extend this agreement at the cost proposed by the Consultant in the Consultant's
9 response to RFP SSCRPC 01/11 so that the Consultant may conduct proposed Phase
10 IV activities and tasks for the Commission. The Consultant shall not conduct Phase IV
11 activities and tasks without written consent from the Commission after the Commission
12 has received necessary project funding.
13

14 **V. IDOT REQUIREMENTS**

15 The Consultant agrees to comply with any relevant provisions of the Intergovernmental
16 Agreement for Comprehensive Planning Services, or any successor agreements
17 relevant to the funding of Phase III and IV activities and tasks, made between the Illinois
18 Department of Transportation and the Commission, hereinafter referred to as the
19 "Intergovernmental Agreement", which is included as Attachment C of this Agreement
20 and made part of it.
21

22 **VI. SCHEDULE OF WORK AND TERM OF AGREEMENT**

23 The Consultant shall complete the work described in the Scope of Services for Phase III
24 of the project within nine (9) months of approval of this agreement. This period may be
25 extended with the approval of both parties. The Commission may require that the
26 Consultant provide a specific scope of work for Phase III of the project within fourteen
27 (14) days of the effective date of this agreement.
28

29 The term of this agreement shall be from the effective date specified in the opening
30 paragraph herein and shall run through the completion of all services described herein
31 and the full acceptance of the Comprehensive Report summarizing all outreach activities
32 and outcomes as described in the Preliminary Work Plan (Attachment B) by the
33 Commission.
34

35 **VII. FORCE MAJEURE**

36 Neither party shall be deemed in default of this Agreement to the extent that any delay or
37 failure in the performance of its obligations results from any cause beyond its reasonable
38 control and without negligence.
39

40 **VIII. INDEMNIFICATION**

41 The Commission and the Consultant each agree to hold harmless, and their respective
42 officers, employees, agents, and representatives, from and against liability for all claims,
43 losses, damages, and expenses, including reasonable attorney's fees, to the extent such
44 claims, losses, damages, or expenses are caused by the indemnifying party's negligent
45 acts, errors, or omissions. In the event claims, losses, damages, or expenses are
46 caused by the joint or concurrent negligence of the Commission and the Consultant,
47 they shall be borne by each party in proportion to its negligence.
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1 **IX. INSURANCE**

2 The Consultant shall minimally maintain insurance as follows and provide the
3 Commission with documentation of same: General Liability in the amount of \$1,000,000
4 per occurrence and \$2,000,000 aggregate; Workers Compensation in the amount of
5 \$1,000,000; Automobile in the amount of \$1,000,000; and Professional Liability in the
6 amount of \$1,000,000 per occurrence and \$1,000,000 aggregate.
7

8 **X. GOVERNING LAW**

9 This agreement and the rights and obligations of the parties identified in it shall be
10 governed by, and construed according to, the laws of the State of Illinois.
11

12 **XI. ENTIRE AGREEMENT**

13 This agreement and its attachments contain the complete and entire agreement, in
14 terms of obligations, responsibilities, duties and services to be provided to the
15 Commission by the Consultant. Any additional statements of promises, verbal
16 agreements, or commitment of additional services not identified in this agreement shall
17 be presented in writing, signed by both parties, and committed to this document in their
18 entirety. Any agreed modifications or amendments to this agreement shall be in effect
19 until such time as termination of the agreement is reached.
20

21 **XII. TERMINATION**

22 This agreement may be terminated for cause by either party after a minimum of 30 days
23 notice is provided to the other party. This agreement may be terminated without cause
24 by either party after a minimum of 90 days notice provided to the other party. The parties
25 may agree to waive the notice of termination period. However, such agreement must be
26 in writing and signed by both parties.
27

28 Upon such termination the Consultant shall cause to be delivered to the Commission all
29 such work product as was produced prior to the agreement's termination with the
30 understanding that this work product becomes the property of the Commission. The
31 Consultant shall be paid for any services completed based upon the percentage of tasks
32 under the scope of work that have been completed up to the date of termination.
33

34 **XIII. MODIFICATION/AMENDMENT**

35 Any modification or amendment of this agreement must be in writing and signed by both
36 parties to this agreement.
37

38 **XIV. COMPENSATION**

39 The Commission agrees to pay \$49,500 for the services to be performed by the
40 Consultant as described in the Preliminary Project Budget for Phase III activities, as
41 identified in Attachment B. This shall include all costs, including up to ten (10) hard
42 copies of Phase III deliverables.
43

44 Compensation shall be paid in monthly installments based upon an invoice detailing
45 expenses incurred to be submitted by the Consultant to the Commission on the last day
46 of each month. Invoices shall be submitted to:
47

48 Ms. Mary Jane Niemann
49 Springfield-Sangamon County Regional Planning Commission
50 200 South 9th Street, Room 212
51 Springfield, IL 62701-1629

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2 The Consultant shall not be compensated for any work performed in addition to that set
3 forth in Attachment B unless the parties specifically so agree in writing.
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5 **XV. NOTICE**

6 All notices given or so sent hereunder shall be sent by United States mail, postage
7 prepaid, addressed to the respective party at the address set forth in the signature
8 section hereof, or to such other address as the parties may designate in writing from
9 time to time.
10

11 **XVI. SPECIAL PROVISIONS**

12 In acceptance of this agreement, the Consultant agrees to the following special
13 provisions:
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- 15 A. Any data or other intellectual products and properties developed by and for this
16 project shall be the property of the Commission and may be used by the
17 Commission without fee or other limitation.
18
19 B. The Consultant agrees to provide such project status and expense reports as the
20 Commission may from time-to-time require and request.
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23 **XVII. PROJECT COORDINATION AND OVERSIGHT**

24 The project manager and point of contact for the Consultant shall be:
25

26 Name: Mr. John A. Houseal
27 Title: Principal
28 Address: Houseal Lavigne Associates, LLC
29 134 North LaSalle St., Suite 1100
30 Chicago, IL 60602
31 Phone Number: 312.372.1008 x 101
32 Email Address: jhouseal@hlplanning.com
33

34 The project coordinator and point of contact for the Commission shall be:
35

36 Name: Mr. Jeff Fulgenzi
37 Title: Senior Planner, Strategic and Comprehensive Planning
38 Address: Springfield-Sangamon County Regional Planning Commission
39 200 South 9th Street, Room 212
40 Springfield, IL 62701
41 Phone Number: 217.535.3110
42 Email Address:
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45 **IXX. EXECUTION**

46 This agreement shall be executed by the duly authorized representatives of the
47 Commission and the Consultant as indicated below:
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For the Commission

NAME: E. Norman Sims

TITLE: Executive Director

SIGNATURE: _____

DATE: _____

ADDRESS: SSCRPC, 200 S. 9th Street, Room 212, Springfield, IL 62701

For the Consultant

NAME: John A. Houseal

TITLE: Principal

SIGNATURE: 

DATE: 25 MAY 2011

ADDRESS: 134 North LaSalle Street, Suite 1100, Chicago, IL 60602