

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 19-9

**AN ORDINANCE AUTHORIZING A CONTRACT WITH MASSIE MASSIE +
ASSOCIATES FOR THE CHATHAM PARKS MASTER PLAN UPDATE 2019**

DAVE KIMSEY, Village President
AMY DAHLKAMP, Village Clerk

ANDREW DETMERS
TERRY FOUNTAIN
BRETT GERGER
RYAN MANN
MATT MAU
PAUL SCHERSCHEL

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on March 12th, 2019

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705

ORDINANCE NO. 19-9

AN ORDINANCE AUTHORIZING A CONTRACT WITH MASSIE MASSIE + ASSOCIATES FOR THE CHATHAM PARKS MASTER PLAN UPDATE 2019

WHEREAS, the Village of Chatham (“Village”), Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village solicited a proposal from Massie Massie + Associates (“MMA”) for a plan update to the Chatham Parks Master Plan; and

WHEREAS, MMA proposed completing the update for a lump sum fee of \$19,500; and

WHEREAS, the Village Board finds it to be in the best interests of the Village to waive any formal bidding requirements, as a professional service, and award the contract MMA for completion of the 2019 plan update to the Chatham Parks Master Plan.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, County of Sangamon, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Approval of Contract. The Board of Trustees of the Village hereby approve contract with Massie Massie + Associates, in the amount of \$19,500, for completion of the 2019 plan update to the Chatham Parks Master Plan. The Village Manager is authorized to execute any necessary documents to effectuate the contract.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

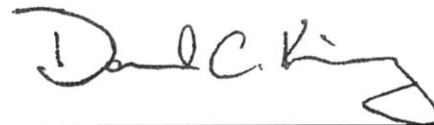
Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 12th day of March, 2019.

	YES	NO	ABSENT	PRESENT
ANDREW DETMERS	X			
TERRY FOUNTAIN	X			
BRETT GERGER	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY			X	
TOTAL	6		1	

APPROVED by the President of the Village of Chatham, Illinois this 12th day of March, 2019.



Dave Kimsey, Village President

Attest:

Amy Dahlkamp
Amy Dahlkamp, Village Clerk



October 22, 2018

Mr. Patrick McCarthy
Mr. Dustin Patterson
Chatham City Hall
116 E Mulberry Street
Chatham, IL 62629

Subject: Chatham Parks Master Plan Update 2019
Proposal to the Village of Chatham, IL

Dear Sirs:

We appreciated meeting with both of you last Wednesday to talk about the Chatham Parks Master Plan Update 2019 (Plan Update). It is our understanding that the Plan Update will entail the following tasks.

- Meet with representatives from both Chatham and the Springfield and Sangamon County Regional Planning Commission (SSCRPC) to coordinate development of the *Chatham Parks Master Plan Update 2019*. SSCRPC is in the process of developing a Comprehensive Plan for the Village. MMA proposes to provide the Parks and Open Space chapter for the Comprehensive Plan. MMA would also format the Parks and Open Space chapter as a stand-alone report that will include the demographic information, citizen input, and general community direction developed by SSCRPC.
- Collect maps, plans, and other existing information relevant to the Plan Update.
- Meet with Chatham staff to discuss ideas, visions and offer input to the Plan Update.
- Meet with Stakeholders to gather input to the Plan Update.
- Visit, record, and analyze conditions at each public park, open space, trail and public school in the village.
- Prepare up-to-date maps of each public park, open space, trail and public school in the Village. (Drawings will utilize available aerial mapping; field surveying is not anticipated.)
- Develop Concept Plans for each site showing proposed site improvements, interconnections within the community, and potential acquisitions needed.
- Meet with Village officials and Stakeholders to review the Concept Plans.
- Provide general priorities for the proposed improvements.
- Prepare budget estimates for improvements that have been proposed.

MassieMassie+Associates

Landscape Architecture and Land Planning
1210 South 5th St. Springfield, Illinois 62703
217-544-3210 Massie-Massie-Associates.com

- Prepare a draft of the Chatham Parks Master Plan Update 2019
- Participate in a Public Open House or Public Meeting to present the plan and engage with participants.
- Prepare the final *Chatham Parks Master Plan Update 2019* for Village Board Approval. The Plan Update will be provided in digital form, from which the two documents can be printed, 1) the Comprehensive Plan Chapter on Parks and Open Space, and 2) the stand-alone *Chatham Parks Master Plan Update 2019*. Both documents will include an introduction; all the plans, illustrations, and text descriptions; budget estimates and priority rankings.

MMA proposes to provide the above scope of services within the time frame outlined, for lump sum fee of \$19,500.00. This fee includes all services and all direct costs including printing, travel, etc.

Thank you for the opportunity to submit this proposal. Please contact us with any questions or concerns.

Sincerely,



Kent L. Massie, PLA



Neil F. Brumleve, PLA

AGREEMENT FOR CONSULTING SERVICES

1 DESCRIPTION OF AGREEMENT

This agreement defines the terms of an agreement between

the CLIENT: City of Chatham, Chatham City Hall, 116 E Mulberry Street, Chatham, IL 62629

and the CONSULTANT: MassieMassie+Associates (MMA), 1210 South 5th Street, Springfield, IL 62703

for professional services toward the project known as: Chatham Parks Master Plan Update 2019

described in the attached Proposal

and effective on the 14 day of March, 2019.

2 SCOPE AND SCHEDULE

MMA will provide professional services as outlined on the attached Proposal dated October 22, 2018. In the event additional services are desired, a scope of additional services will be written, signed by both parties and attached hereto making it part of this Agreement.

3 STANDARD OF CARE

Services by MMA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances in similar localities. No warranty or guarantee is included or intended in this Agreement or instruments of its services.

4 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by MMA shall not be considered an assignment for purposes of this Agreement.

5 PROJECT REPRESENTATIVES

The CLIENT and MMA shall designate authorized representatives to act on their behalf with respect to the services and responsibilities under this Agreement.

6 FEES AND PAYMENTS

The total cost of the proposed services shall be a lump sum of \$ 19,500.00. MMA shall submit pay requests periodically, but not more often than once a month, for work completed. Payment by CLIENT will be made within 30 days.

7 SUSPENSION OF SERVICE

If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, MMA may suspend performance of services upon five (5) days' notice to CLIENT, MMA shall have no liability to the CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. Upon payment in full MMA shall resume services, and the project schedule and compensation shall be equitably adjusted to compensate for expenses involved in suspension and resumption of services.

8 TERMINATION

This agreement may be terminated by either party with seven days written notice in the event of a good cause such as lack of funding, major changes in the scope of work or failure of either party to perform in accordance with the terms of the agreement. If terminated, CLIENT agrees to pay MMA for all contractual services rendered and reimbursable expenses incurred to the date of termination. If terminated, MMA shall have no liability as a result of termination.

9 MODIFICATION

Either CLIENT or MMA may request a modification or change in scope to be performed hereunder. Such changes, including any increase or decrease in compensation to MMA to which CLIENT and MMA mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

10 INDEMNIFICATION

MMA agrees to indemnify and hold harmless the CLIENT, its officers, directors and employees against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MMA's negligent performance of professional services under this agreement and that of its sub-consultants or anyone for whom MMA is legally liable. The CLIENT agrees to indemnify and hold harmless MMA, its officers, directors and employees against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused the CLIENT'S negligent acts in connection with the project, and the acts of its contractors, subcontractors or anyone for whom the CLIENT is legally liable.

11 INSURANCE

MMA will carry the following insurance coverage and provide a certificate to CONSULTANT documenting such coverage.

- General Liability \$1M per occurrence/
 aggregate
- Automotive \$500K per occurrence
 \$1M aggregate
- Workers Compensation as statutorily required
- Professional Liability \$1M aggregate

12 DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during this project, the CLIENT and MMA agree that any disputes between them arising from or relating to the Agreement or this Project shall first be negotiated between the parties. If unsuccessful, the dispute shall be submitted to non-binding mediation. Mediation fees shall be shared equally.

13 STATUTES OF REPOSE

Legal actions by either party against the other arising from or in any way connected to this

Agreement or its services shall be barred and under no circumstance initiated by either party after one (1) year from the date of Substantial Completion, unless the Agreement is terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

14 LIMIT OF REMEDIES

In consideration of consultant's risks and benefits of the Project, CLIENT agrees to limit remedies of MMA, its officers, directors, employees, shareholders and sub-consultants for claims, losses, costs, damages of any nature and claims expenses including attorneys' fees and costs so the total aggregate remedies shall not exceed \$100,000 or the MMA total net fee for services rendered on this Project, whichever is greater. This limitation applies to MMA, and is a single aggregate amount for all work performed under the agreement including work performed under an amendment or modification.

15 ESTIMATES OF PROBABLE CONSTRUCTION COST

Estimates of probable construction cost provided under this Agreement are based on MMA's professional judgment and experience. Because MMA has no control over the cost or availability of labor, equipment or materials or over market conditions or Contractors' methods of pricing, MMA makes no warranty that bids or negotiated costs of the Work will not vary from the estimate of probable cost.

16 UNDERGROUND IMPROVEMENTS

CLIENT will furnish MMA information provided by CLIENT and/or others identifying the type and location of existing underground improvements on and near the site, MMA may use the information in plans.

17 HAZARDOUS OR TOXIC MATERIALS

This Agreement does not include services related to the presence of hazardous or toxic materials. Should the presence of hazardous or toxic material be found or suspected, MMA may, without liability for consequential or other damages, suspend performance of its services until qualified persons are retained to identify and abate or remove the materials and warrant that the site is in compliance

with applicable laws and regulations. CLIENT agrees to indemnify MMA, its officers, partners, employees and sub-consultants from all claims, suits, demands, liabilities, and costs including attorney's fees related to hazardous or toxic materials.

18 DELIVERY OF ELECTRONIC FILES

Electronic files furnished by either party shall be subject to an acceptance period of thirty (30) days during which any apparent discrepancies will be identified and corrected. In the event of conflict between the signed construction documents prepared by MMA and electronic files, the signed or sealed hard-copy construction documents shall govern.

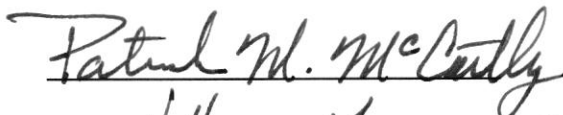
19 OWNERSHIP OF INSTRUMENTS OF SERVICE

All documents including drawings, reports and specifications including documents provided by electronic media furnished by MMA pursuant to this agreement are instruments of its services. MMA shall retain all common law, statutory and other reserved rights including the copyright thereto. Instruments of service are not intended for reuse by CLIENT or others on extensions of this project or any other project. Any reuse without specific written CLIENT verification or adaption by MMA will be at the CLIENT's sole risk, and without liability to MMA. CLIENT shall indemnify and hold harmless MMA from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. This

24 ACCEPTANCE OF AGREEMENT

Acceptance of this agreement by the signature of an authorized representative of each party will affect a contract with the above conditions.

City of Chatham, IL
CLIENT


Position: Village Manager
Date: March 14, 2019

indemnification shall survive the termination of this Agreement.

20 CONSTRUCTION OBSERVATION

No construction phase services are included in this agreement.

21 ENTIRE AGREEMENT AND SEVERABILITY

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


22 EXPIRATION OF PROPOSAL

If this agreement is not accepted within 60 days, the offer to perform the described services is withdrawn and shall be null and void.

23 GOVERNING LAW

This agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

MassieMassie+Associates (MMA)
CONSULTANT


Position: President
Date: March 13, 2019



October 22, 2018

Mr. Patrick McCarthy
Mr. Dustin Patterson
Chatham City Hall
116 E Mulberry Street
Chatham, IL 62629

Subject: Chatham Parks Master Plan Update 2019
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Sincerely,



Kent L. Massie, PLA



Neil F. Brumleve, PLA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049 CONTACT NAME: Audrey McNeill PHONE (A/C, No, Ext): 800-527-9049 E-MAIL ADDRESS: FAX (A/C, No):														
INSURED Massie Massie & Associates Inc 1210 S. 5th Street Springfield, IL 62703	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: TRAVELERS IND CO</td> <td>25658</td> </tr> <tr> <td>INSURER B: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER C: PHOENIX INS CO</td> <td>25623</td> </tr> <tr> <td>INSURER D: TRAVELERS CAS & SURETY CO OF AMER</td> <td>31194</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS IND CO	25658	INSURER B: TRAVELERS PROP CAS CO OF AMER	25674	INSURER C: PHOENIX INS CO	25623	INSURER D: TRAVELERS CAS & SURETY CO OF AMER	31194	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 55620780

REVISION NUMBER:

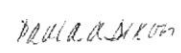
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6801H785080	08/28/18	08/28/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA5935L155	08/28/18	08/28/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB8K602924	08/28/18	08/28/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Claims Made			106654542	01/13/19	01/13/21	Each Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Chatham Parks Master Plan Update 2019

CERTIFICATE HOLDER**CANCELLATION**

City of Chatham Chatham City Hall 116 E Mulberry Street Chatham, IL 62629 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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 ACORD 25 (2016/03)
 amcneill111
 55620780

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