

Master Agreement for Landscape Architecture and Design Services

Lake Land College, Mattoon, Illinois

Project: Lake Land College Landscape Architecture and Design Services

Client: Lake Land College
5001 Lake Land Boulevard
Mattoon, Illinois 61938

Client's Contact: Mr. Greg Nuxoll, Vice President of Business Services
Phone: 217.234.5224
Email: gnuxoll1@landlandcollege.edu

Design Consultant: Planning Design Studio LLC (also referred to as PDS)
2816 Sutton Boulevard – Suite 1
St. Louis, Missouri 63143

PDS Contact: Andrew Franke, Principal
Telephone: 314.328.5238
Email: andrewfranke@planningdesignstudio.com

OBJECTIVES

The objective of the professional services to be provided by Planning Design Studio LLC (herein referred to as PDS) to Lake Land College (also referred to as the Client) will be the provision of landscape architecture and design services on a project-by-project Task Order basis, where a detailed scope of services, schedule and fee for each project will be defined and agreed to in a Task Order written format by the Client and PDS. Projects are anticipated to be on the Main Campus of Lake Land College in Mattoon, Illinois.

I SCOPE OF SERVICES

The landscape architecture and design services that may be provided under this agreement include the following:

- Master planning
- Specialized Task & Studies (i.e. renderings, feasibility studies, funding/grant assistance)
- Schematic Design
- Design Development
- Final Design and Construction Documents
- Cost Estimating
- Bidding Period Services
- Construction Period Services
- Other related assignments.

PDS may also engage subconsultants to provide related and incidental services required as part of the design services, including such items as

- Surveys
- Engineering (i.e. civil, electrical, structural, geotechnical)
- Other related services required

A detailed scope of services will be prepared and included within each task order, which will also identify any subconsultants to be utilized.

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II. SCHEDULE

This Master Services Agreement will commence upon signature and be in effect for five (5) years, after which the Client will have the option to extend this agreement on an annual basis. This Agreement may be terminated at any time per the Terms and Conditions.

Individual project schedules will be identified within each Task Order under this Agreement.

III TO BE PROVIDED BY THE CLIENT

1. A contact person to issue instructions and authorizations to PDS.
2. Necessary information and data for PDS to carry out the tasks contained in the scope of services.
3. Payment of any development/agency/permit fees.
4. Any required advertising for bid solicitation and bid set printing costs.

IV COMPENSATION

The Client will compensate PDS for the provision of the professional services in the amounts to be identified within each Task Order and there is no fee associated with this Master Services Agreement. Fees will be identified within each Task Order. A determination will be made when preparing a Task Order as to whether the fee will be compensated under a lump sum fee basis or on an Hourly Billing Rate fee basis with a not-to-exceed amount. These lump sum or hourly fees will include and represent the labor, overhead and profit cost. PDS may include a 5% administrative fee on all subconsultant direct fees to cover administrative and related cost. PDS hourly billing rate schedule for 2022 is listed below. This schedule will be updated at the beginning of each year to reflect changes in hourly rates for that calendar year. Any fees outside of the noted hourly rates shall be negotiated between the Client and PDS.

- Principal/Senior Professional\$145.00 per hour
- Professional\$110.00 per hour
- Junior Professional \$70.00 per hour

A not-to-exceed amount will be identified in each Task Order to cover incurred reimbursable other direct costs (such as travel mileage, printing and plots), which will be invoiced at cost.

Client payment shall be made monthly to PDS upon submission of a proper invoice in an amount equal to the services completed in the preceding month and reimbursable expenses incurred. All invoices shall be due and payable within thirty (30) calendar days.

V TERMS & CONDITIONS

See Attachment "A" to this Agreement.

Master Agreement for Landscape Architecture and Design Services
Lake Land College, Mattoon, Illinois

VII. ACCEPTANCE

The following authorized representatives of the Client and Planning Design Studio, hereby execute this Professional Services Agreement and accept the terms and conditions herein.

Planning Design Studio LLC

Lake Land College

Signature

Signature

L. Andrew Franke

Typed Name

Typed or Printed Name

Principal

Title

Title

Date

Date

Attachment A – Terms & Conditions Master Agreement for Landscape Architecture & Design Services

1. INTERPRETATION

This AGREEMENT, consisting of these standard terms and conditions and the terms/instructions typed on the face of this AGREEMENT together with the Exhibits attached hereto, and all documents, drawings, specifications and instructions specifically referred to herein and made a part hereof shall constitute the entire AGREEMENT between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter or interpret the terms hereof.

Failure of either party to exercise any option, right or privilege under this AGREEMENT or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument.

2. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision with this AGREEMENT is held illegal or in conflict with any law having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the AGREEMENT did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of or benefit to either party.

3. GOVERNING LAW

This AGREEMENT and the Attachments hereto shall be governed by and construed in accordance with the laws governing the location where the work is performed.

4. INDEPENDENT CONTRACTOR

In the performance of the services under this AGREEMENT, PLANNING DESIGN STUDIO (PDS) shall be an independent contractor, maintaining complete control of PDS's personnel and operations. As such, PDS shall pay all salaries, wages, expenses, social security taxes, unemployment taxes and any similar taxes relating to the performance of this AGREEMENT. PDS, its employees and agents shall in no way be regarded nor shall they act as agents or employees of the CLIENT.

5. CHANGES

The CLIENT, through its authorized representative, without invalidating this AGREEMENT, may order changes within the general scope of the services required by this AGREEMENT by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in PDS's cost of, or the time required for, the performance of any part of the work under this AGREEMENT, an equitable adjustment shall be made by mutual AGREEMENT and the AGREEMENT modified in writing accordingly. All such changes in the Services shall be in writing and shall be performed subject to the provisions of this AGREEMENT.

6. STOP WORK ORDER

CLIENT may at any time, by written notice to PDS, require PDS to stop all or any part of the work called for by this order for a period of up to ninety (90) days after the notice is delivered to PDS ("Stop Work Order"). Upon receipt of the Stop Work Order, PDS shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to PDS, or within any extension of that period to which the parties have agreed, CLIENT shall either cancel the Stop Work Order, or terminate the work covered by this order as provided in the "Termination" paragraphs of this AGREEMENT. PDS shall resume work upon cancellation or expiration

of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this AGREEMENT shall be modified in writing accordingly. If the Stop Work order results in an increase in the time required for the performance of this order or in PDS's costs properly allocable thereto, PDS may stop work, at its sole option, if CLIENT fails to make payment of PDS invoices within 30 days of receipt as required by Article 17 below.

7. TERMINATION.

A. The CLIENT may terminate this AGREEMENT in the whole or in part at any time by written notice to PDS. Such termination shall be effective in the manner specified in the said notice, shall be without prejudice to any claims which the CLIENT may have against PDS and shall be subject to the other provisions of this AGREEMENT. On receipt of such notice PDS shall, except as and to the extent directed, immediately discontinue the services and the placing of subcontractor orders for materials, facilities and supplies in connection with the performance of the services, and shall, if requested, make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to the CLIENT. Thereafter, PDS shall do only such work as may be necessary to preserve and protect the services already in progress and to dispose of any property as requested by the CLIENT.

B. A complete settlement of all claims of PDS upon termination of the AGREEMENT, as provided in the preceding paragraph, shall be made as follows: (A) the CLIENT shall assume and become liable for all reasonable obligations and commitments that PDS may have in good faith undertaken or incurred in connection with the services which have not been included in prior payments; (B) the CLIENT shall compensate PDS for the reasonable cost of terminating existing subcontracts and preserving, protecting or disposing of the CLIENT's property and performing any other necessary services after the notice of termination has been received, and only if the CLIENT has requested such services; and (C) the CLIENT shall pay PDS for all Services performed, prior to the date of termination, in accordance with this AGREEMENT. Prior to final settlement, PDS shall deliver to the CLIENT all Documents and all other required information and data prepared by PDS under this AGREEMENT and execute and deliver all documents, and take such other steps as are necessary, to vest fully in the CLIENT the rights and benefits of PDS arising from subcontracts issued in connection with this AGREEMENT, unless otherwise requested by the CLIENT in writing.

8. STANDARD OF CARE

PDS and its employees, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. CLIENT agrees that services provided will be rendered without any warranty, express or implied. PDS shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this AGREEMENT.

9. INDEMNITY

PDS shall indemnify and hold the CLIENT harmless from and against claims, liabilities, suits, loss, cost, expense and damages arising from any negligent act or omission of PDS in the performance of work and service pursuant to this AGREEMENT. PDS's liability for all of the aforesaid matters shall not exceed the greater of: (a) the total compensation received by PDS under this agreement, or (b) PDS's available insurance coverage

To the fullest extent permitted by law, CLIENT shall defend, indemnify and hold harmless PDS and its subcontractors from and against claims, liabilities, suits, loss, cost, expense and damages arising from any negligent act or omission of CLIENT (and/or its subcontractors) in the performance of CLIENT'S work and service pursuant to this AGREEMENT. CLIENT'S liability for all of the aforesaid matters shall not exceed the greater of: (a) the total compensation paid by CLIENT under this agreement, or (b) CLIENT'S available insurance coverage.

Attachment A – Terms & Conditions Master Agreement for Landscape Architecture & Design Services

10. FORCE MAJEURE

The respective duties and obligations of the parties hereunder (except the CLIENT's obligation to pay PDS such sums as may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire severe weather, government action, war acts, acts of God, acts of the CLIENT, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the part from whom the affected performance was due.

to PDS that PDS may reasonably discover in its review and inspection thereof.

11. ASSIGNMENTS

All obligations and covenants herein contained shall be intended to be binding upon the successors and assigns of PDS and the CLIENT. PDS shall not assign this AGREEMENT without the prior written consent of the CLIENT, which consent shall not be unreasonably withheld.

12. CONSEQUENTIAL DAMAGES

Neither the Client nor PDS shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the project or this agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty. This waiver shall not apply to any damages that Client suffers due to PDS's failure to perform services that causes a delay on a project, and requires Client to incur any rental or storage costs.

13. INSURANCE

PDS shall maintain the following insurance and at the CLIENT's request, PDS shall deliver to CLIENT certificates of insurance coverage.

A. Workers' Compensation and Employer's Liability insurance:

- Workers' Compensation in compliance with the applicable laws.
- Employer's Liability. Limit \$1,000,000

B. Comprehensive General Liability Insurance including Blanket Contractual, Broad Form Property Damage, Complicated Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.

D. Architects & Engineers Professional Liability Insurance affording, professional liability, if any, to a combined single limit of \$3,000,000 each occurrence/claim, subject to \$3,000,000 annual aggregate.

14. ACCEPTANCE BY CLIENT

The WORK shall be deemed accepted by CLIENT unless, within forty-five (45) days after receipt of PDS's written notification of final completion, CLIENT will have given PDS written notice specifying in detail wherein the WORK is deficient, whereupon PDS will promptly proceed to make necessary corrections and, upon completion, the Work shall be deemed accepted by CLIENT. This section shall not result in acceptance of any latent defects or other conditions of which the CLIENT is unaware of.

15. CLIENT FURNISHED DATA, DRAWINGS AND SPECIFICATIONS

PDS shall have no liability for defects in the work attributable to PDS's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by CLIENT and CLIENT agrees to indemnify and hold PDS harmless from any and all claims and judgments, and all losses, costs and expenses arising there from. PDS shall disclose to CLIENT prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by CLIENT

16. OWNERSHIP & REUSE OF DOCUMENTS

All documents including plans, reports, drawings and specifications prepared by PDS pursuant to this AGREEMENT are instruments of its services in respect of the PROJECT, and become the property of the Client upon meeting the AGREEMENT terms. The documents are not intended or represented to be suitable for reuse by CLIENT or others on extension of the PROJECT or on any other project. Any reuse without specific written verification or adaptation by PDS will be at CLIENT's sole risk and without liability or legal exposure to PDS, and CLIENT shall indemnify and hold harmless PDS from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle PDS to further compensation at rates to be agreed upon by CLIENT and PDS.

17. INVOICING & PAYMENTS.

Invoices are due and payable within 30 days after receipt. PDS may, after giving thirty days written notice to CLIENT, suspend services under this AGREEMENT until PDS has been paid in full all amounts due for services, expenses and charges.

If CLIENT disputes any portions of a request for payment, CLIENT shall pay the undisputed portion of such request as provided herein and shall promptly notify PDS of the amount in dispute and the reason therefore. Any portion of the disputed amount, which is ultimately agreed upon by CLIENT and PDS, to be owed to PDS, shall accrue interest at the rate and commencing upon the date stipulated in this Article.

Invoices may require support documentation.

18. EQUAL EMPLOYMENT OPPORTUNITY

The Non-Discrimination clause contained in Section 202, Executive Order 11246, as amended, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulations prescribed by the Secretary of Labor (41 CFR, Chapter 60, 41 CFR 60-250 and 41 CFR 60-741 are incorporated herein.

19. ORDER OF PRECEDENCE

Any inconsistency or conflict between the standard terms and conditions set forth therein and those typed on the face of this AGREEMENT or any attachment thereof shall be resolved by giving precedence in the following order: First, typed instructions and/or conditions on the face of this AGREEMENT; Second, the Standard Terms and Conditions; and Third, the attachment(s) (if any) attached hereto.

20. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings, the CLIENT and PDS agree to submit all claims and disputes arising out of this AGREEMENT to non-binding mediation. Mediation shall be conducted under the auspices of mediation upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT. This provision shall survive completion or termination of this AGREEMENT; however, neither party shall seek mediation of any claim or dispute arising out of this AGREEMENT beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

21. HAZARDOUS MATERIAL

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