

**AGREEMENT FOR PROFESSIONAL SERVICES**  
(BETWEEN OWNER AND ARCHITECT)

THIS IS AN AGREEMENT made as of July 24, 2019, between: The City of Peoria hereinafter referred to as "OWNER" and IDG Architects, hereinafter referred to as "ARCHITECT."

WHEREAS the OWNER intends to utilize the ARCHITECT's services for architectural services on various studies, surveys, plans and professional services, more specifically, development of the Mac Arthur Highway Corridor Plan, an Implementation Plan for The South Village, a Future Corridor Plan for Western Avenue; and A Development Scenario Plan for the Southern Gateway Area, hereinafter referred to as "PROJECT," and

WHEREAS the ARCHITECT has the necessary personnel and facilities to provide the professional services described and,

WHEREAS the ARCHITECT desires to contract with the OWNER, for the purposes of rendering professional services for the PROJECT.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, subject to the terms and conditions set forth below, on the reverse side, and/or attached hereof, the OWNER, and the ARCHITECT do hereby covenant and agree as follows:

**PART 1 – SERVICES**

The ARCHITECT agrees to provide routine services for the PROJECT, such as, attending and participating in community meetings, sketching plans as requested, and performing background research. In addition, producing: graphically, architecturally illustrated neighborhood, corridor, site specific plans; plus maps, reports, and proposals, along with providing related consultation. The scope of work for the basic services is:

1. Provide architectural services as an extension of City Staff;
2. Attend 3 Community Meetings related to the scope within the following time frame: July 16-17, August 7, and final presentation of final deliverables to community members approximately August 17, but no later than August 22<sup>nd</sup>.
3. Give final presentation to the City Council approximately August 27, 2019.
4. Provide guidance and recommendations to the OWNER through written memoranda;
5. Participate in and/or provide data collection and interpretation for plans as requested by the OWNER (data collection shall include resident input);
6. Respond to tasks and requests as requested by the OWNER.
7. Tasks and requests may include: simple architectural recommendations (Façade improvements, redevelopment opportunities); site improvements within the public right-of-way (paving, landscaping, and site amenities); potential branding opportunities to distinguish plan areas, such as the Mac Arthur Corridor; and site improvements outside of the public-right-of-way.
8. Final deliverables will include a poster plan with supporting comprehensive documentation for the Mac Arthur Highway Corridor, an Implementation Plan for The

South Village, a Future Corridor Plan Scenario for Western Avenue; and a Development Scenario Plan for the Southern Gateway Area.

PART II – COMPENSATION

AN INITIAL PAYMENT OF Zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited the OWNER’S account at final payment.

Contracts will be created for specific work, and shall be paid using approved monies from the South Village TIF, and the Eagle View TIF Fund Balance, as per the budget amendment approved by City Council on April 23, 2019, Council Item no. 19-121.

Contract start date, and first eligible payment day is July 10, 2019, as per Council approval of the ARCHITECT’S submitted response for Request for Proposals, plus addendum with answers to specific clarification question, Council Item no. 19-235.

PART III – TIMETABLE

Services are to be provide in a timely manner and as requested by the OWNER.

PART IV – SPECIAL CONDITIONS

The ARCHITECT agrees to be fully responsible for its actions performed under this Agreement, including any and all claims, losses, costs, attorney fees and all other damages resulting from any negligent act or omission of the ARCHITECT or its officers, employees or agents while acting pursuant to this Agreement and for which it is found to be liable by a court of competent jurisdiction.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

FOR ARCHITECT:

Signature: Ben McMillan

Name (please print) Ben McMillan

Title: CEO

Signature: \_\_\_\_\_

Name (please print) \_\_\_\_\_

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

FOR OWNER:

Signature: Patrick Ulrich

Name (please print) Patrick Ulrich

Title: City Manager

Signature: Donald B. Leist

Name (please print) Donald B. Leist

Title: City Attorney