

Cary Park District Board of Commissioners

Committee of the Whole Meeting

September 12, 2024, 7:00pm

Community Center, 255 Briargate Rd. Cary, IL

Matters From the Public During Meetings – Board Policy 1-005d

1. The Board will hold Matters from the Public as part of any public open meeting.
2. Individuals interested in making comment will be asked to provide their name and asked to provide their address and/or their city/village of residence at the time they are recognized to comment during a public meeting. An individual who declines to provide their name, address or city/village of residence shall be allowed to comment.
3. Each individual indicating their interest to participate in Matters from the Public will be allowed up to five minutes to complete their comments. The Board may reduce this time limit if the need is so determined by majority vote of those present. The maximum amount of time that the Board will hear matters from the public at a meeting is thirty (30) minutes at a meeting. If members of the public are unable to comment due to time constraints, they should be encouraged to submit written comments or to attend another meeting when they may address the Board.
4. Individuals who have specific questions, or are interested in particular aspects of the District's operations or projects which may not appear on the published agenda should be encouraged to contact the Executive Director to review their questions or specific information.
5. The Matters from the Public portion of the agenda is for public comment only. It is improper for the Board to comment or respond to comments made during Matters from the Public.
6. The Board can temporarily modify or suspend these guidelines during a meeting if so determined by a majority vote of those present.

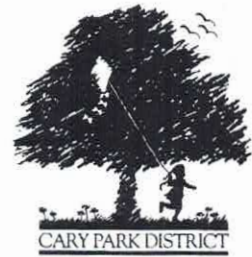
Regular, Special and Committee of the Whole Meetings

Regular and Special Board Meetings -- The Board may take final action on any matter posted to the Consent or Action Items portions of the agenda in a Regular or Special Board Meeting. Items posted under Discussion Items may not have final action considered.

Committee of the Whole Meetings – The Committee of the Whole is a recommending body only and no final action may be taken on any agenda item at a Committee of the Whole Meeting. Matters discussed and recommended during a Committee of the Whole Meeting are considered “draft(s)” until included on an agenda at a Regular or Special Board Meeting for final action.

Public Meeting Notice

Cary Park District
Board of Commissioners
Committee of the Whole
September 12, 2024
7:00 p.m.
Community Center
255 Briargate Road
Cary, Illinois



AGENDA

- I. Call to Order
- II. Roll Call, Pledge of Allegiance
- III. Matters from the Public, Commissioners and Staff
- IV. Approval of Minutes
 - A. August 8, 2024.
- V. Directions Items
 - A. For Direction to the Board for Consideration
 1. Bid Results/Recommendation, Foxford Hills Golf Club Drainage Improvements.
 2. Management Agreement Extension, GolfVisions, Inc., Foxford Hills Golf Club.
 3. Professional Services Agreement, WT Group, Community Center South Exit Improvements.
 4. Consultant Recommendation/Professional Services Agreement, Comprehensive Master Plan Update 2025, Hitchcock Design Group.
- VI. Discussion Items
 - A. For Discussion/Information Only
 1. None.
- VII. Adjournment

Note: In compliance with the American with Disabilities Act, this and all other meetings of the Cary Park District are located in facilities that are physically accessible to those who have disabilities. If additional reasonable accommodations are needed for persons who qualify under the Act as having a "disability", please contact the Park District during normal business hours at 847-639-6100 at least 48 hours prior to any meeting so that such accommodations can be provided.

Providing exceptional recreation, parks and open space opportunities.

Cary Park District
Board of Commissioners
Committee of the Whole Meeting
August 8, 2024
7:00 PM
Community Center
255 Briargate Road
Cary, IL

Minutes

Board Members Present: Carasso, Stanko, Renner, Frangiamore.

Staff Present: Kelly, Horn, Hall, Krueger, Mach, Raica, Miles (GolfVisions).

Public Present: Mike Linsner, Al Tuman, Jenay DiOrio.

President Frangiamore called the meeting to order at 7:00 PM.

Frangiamore asked if there were any Matters from the Public, Commissioners, and Staff.

Under Matters from the Public, none.

Under Matters from Commissioners, Stanko shared the Comprehensive Master Plan Review Team completed the interviews with the two consultants on August 5. Stanko stated the interviews went well and both agencies provided a great presentation.

Under Matters from Staff, none.

The minutes from the July 11, 2024, COW meeting were presented for approval.

Stanko moved to approve the minutes as presented. Second by Renner.

Voice vote: Yes – 4. No – None. Motion carried.

The first Direction Item was Request to Bid – FHGC Drainage Improvements. Raica stated staff, along with HR Green, presented the drainage project to the Board at the February 8, 2024, Committee of the Whole meeting. Raica further stated since that meeting, the only change that was made was including the restoration to the area in the contractor's scope of work, due to the workload of golf staff and warranty provided by the contractor. Raica stated staff would plan to release the bid on August 12 and open the received bids on August 27. Raica further stated the bid results would be presented at the September 26 Board Meeting for approval. Raica reminded the Board of the project timeline, which would take place mid-October through mid-December.

Carasso moved to direct the Executive Director to let the bid for Foxford Hills Golf Club Drainage Improvements and bring the results of the process direct to the Board of Commissioners for final consideration. Second by Renner.

Renner asked if a single wall or double wall pipe would be installed. Raica confirmed single wall. Renner shared single wall pipe is not a good option long term; he has seen it fail many times due to vehicle traffic driving over it. Renner asked if the project would be bid as unit price or lump sum. Raica responded it will be lump sum. Stanko shared his concerns with the piping as well. Frangiamore asked if that specific area has a lot of traffic. Miles responded mostly from mowers and the ball picker. Raica stated he will take the feedback to the engineer and reevaluate the pipes. Kelly added a construction access route was added to the project per the Village of Cary.

Roll call vote: Yes – Carasso, Stanko, Renner, Frangiamore. No – None. Motion carried.

The first Discussion Item was Preliminary Levy Discussion. Krueger provided an extensive overview of the levy process along with history for the agency on levy structure decision, tax extension, CPI, EAV, and new growth. Krueger walked the Board through the following options for the Board to discuss related to the levy request:

1. Structure the Levy to capture the increase due to CPI plus any new growth that may have occurred within in the Park District.
2. Implement option 1, but then abate a portion of the Park District's Annual Rollover Bond equal to the CPI increase in taxes for capped funds.
3. For capped funds, submit a request that is equal to the taxes extended in 2024 (this would not request the CPI increase in taxes on capped funds or be high enough to capture new growth.

Krueger provided the Board with a list of items to consider during the discussion, which included the upcoming Comprehensive Master Plan update, the space needs analysis, implementation of the new financial system, evaluation of funding options for CERF, consolidation of TIFs/creation of TIF 3, Sands Main Street Prairie Advancement Plan, and upcoming playground replacement projects.

Frangiamore opened the floor for any questions, as well as which option each Commissioner favored. Stanko asked a question regarding the CPI percentages and Cumulative Reduction in Tax Capped Funds listed on Attachment A. Krueger responded and confirmed the assumed CPI percentages listed are conservatively lower and if they were larger, the numbers listed in the Cumulative Reduction in Tax Capped Funds would be less. Carasso stated she is leaning towards Option 1 at this time. Renner concurred with Carasso. Stanko stated he is in favor of Option 2 since there is minimal impact to the community. Stanko further stated the community struggles with tax increases and this year is a good opportunity for the Park District to demonstrate fiscal restraint. Frangiamore stated he did not feel Option 2 makes sense since it is still lost revenue and is in favor of Option 1. Krueger thanked the Board for their feedback and stated staff will prepare information for further discussions in October using Option 1.

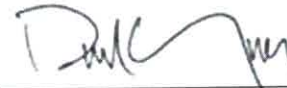
Kelly provided the Board with updated from staff. Kelly shared the Lions Park Concession Stand was reopened early in the week. Kelly also shared Camp ECHO's last day is August 9, and E.T. KidZone and Preschool staff are already gearing up for the upcoming school year. Frangiamore asked if all four E.T. KidZone school sites will be open this year. Hall responded yes. Kelly reminded the Board to respond to Jones regarding moving the October Committee of the Whole meeting from October 10 to

October 17. Raica provided a brief update on the Lions Park Pacing project. Raica stated underground work will begin next week and the project is still on schedule, despite some minor delays to start.

Motion to adjourn the meeting by Carasso. Second by Stanko.

Voice vote: Yes – 4. No – None. Motion carried.

Meeting adjourned at 7:44 PM.



Daniel C. Jones, Secretary
Park District Board of Commissioners

Committee Memo

To: Committee of the Whole
From: Dan Jones, Executive Director
Dave Raica, Director of Planning and Development
John Miles, General Manager, FHGC
Date: September 12, 2024



RE: Bid Results – FHGC Drainage Improvements.

Providing exceptional recreation, parks and open space opportunities.

Introduction

The FY2024-25 budget includes a project within the Foxford Hills Golf Club Fund to complete improvements on the south side of the Driving Range.

Background

Effective drainage of storm water along the southern edge of the driving range and along the northern edge of the parking lot, has been impacted by decaying features that make up the infrastructure in place to support it. This has led to both a lack of water movement and uncontrolled water movement. The result has been standing water, saturated areas and erosion as water moves along the path of least resistance. The impact on operations has been an inability to access this area to retrieve range balls and effectively/efficiently pick the balls and return them to the ball dispenser for sale to customers. These challenges have had a negative impact on operations and generation of revenue and income for Foxford Hills Golf Club.

At the August 8, 2024 COW meeting the Board of Commissioners directed the project to be bid with a change in specifications from a single wall to double wall pipe. This change was made prior to bid release.

The bid was released on August 12 with responses due on August 27. There was a total of 11 responses to the bid. The most responsible and responsive bid was received from DK Contractors in the amount of \$127,860.

The final Opinion of Probable Cost (OPC) prepared by HRG had an estimate of a \$130,000 + 5% design contingency and did not account for the change in pipe type directed by the Board of Commissioners. The response from DK Contractors is in line with the final OPC from HRG.

DK Contractors previously has done work on behalf of the Park District. They completed sewer and underground work at the Preschool during the project to improve the site post purchase. The Park District had no issues with the work of DK Contractors.

HR Green completed a scope review and has provided a positive letter of recommendation for accepting the bid submitted by DK Contractors.

The window of time for the work to be completed is:
October 7 – Construction begins
December 15, 2024 – Final completion

Project budget moving forward:

Committee Memo

Bid - \$127,860

10% Construction Contingency - \$12,786

Part Time Construction Observation -- \$5,000-\$8,000 (time and materials, not to exceed).

Total: \$148,646

Staff Recommendation

Staff recommends the Board of Commissioners acceptance of the bid from DK Contractors as the most responsive and responsible bid.

Staff recommends a remaining project budget not to exceed \$149,000.

Motion(s) To Consider

Move to recommend the Board of Commissioners acceptance of the bid submitted by DK Contractors in the amount of \$127,860.

Move to recommend the Board of Commissioners set a remaining project budget not to exceed \$149,000.



Foxford Hills Golf Club

Drainage Improvements Bid Opening

Tuesday, August 27, 2024, at 3:00pm

Contractor	Total Lump Sum Bid
Alamp Concrete	\$204,981.00
Boulder Construction	\$150,072.00
Everlast Blacktop	\$233,445.00
Holiday Sewer & Water	\$168,000.00
Mauro Sewer Construction	\$189,870.00
Maneval Construction	\$165,355.00
Lenny Hoffman Excavating	\$190,867.10
Stark & Son Trenching	\$165,428.00
Schroeder Asphalt Services	\$178,685.00
DK Contractors	\$127,860.00
A Jules Construction	\$145,500.00



▶ 1391 Corporate Drive | Suite 203
McHenry, IL 60050
Main 815.385.1778 + **Fax** 713.965.0044
▶ HRGREEN.COM

September 5, 2024

Mr. Dan Jones
Executive Director
Cary Park District
255 Briargate Road
Cary, IL 60013

RE: Cary Park District – Foxford Hills Drainage Improvements
Letter of Recommendation
HR Green Job No. 2302426.01

Dear Mr. Jones:

The Cary Park District received eleven (11) bid proposals for the Foxford Hills Drainage Improvements at the bid opening on August 27, 2024. The low bid was submitted by DK Contractors, Inc.

The eleven (11) bids ranged in price from a low bid of \$127,860.00 to a high bid of \$233,445.00. HR Green, Inc. recommends awarding the contract to DK Contractors, Inc. in the lump sum amount of \$127,860.00. The Engineer's Opinion of Probably Cost (EOPC) for this work was \$139,174.35.

Please let me know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink that reads 'Andrea H. Pracht'.

HR GREEN, INC.

Andrea H. Pracht, PE, CFM
Project Manager

J:\2023\2302426.01\Design\Bid\Recltr-09052024-ahp.docx

Committee Memo

To: Committee of the Whole
From: Dan Jones, Executive Director
Date: September 12, 2024



RE: Contract Extension, GolfVisions, Feb 1, 2025-Jan 31, 2028

Providing exceptional recreation, parks and open space opportunities.

Introduction

The Board of Commissioners approves management contracts.

Background

GolfVisions has been the manager of both operations and maintenance at Foxford Hills Golf Club since the Park District purchased the property. GolfVisions has performed exceptionally in the past several years. Highlights include all time highs for rounds played in a season and driving range revenue in 2023, which eclipsed the same records set in 2022.

Per the current contract, GolfVisions has the right to request and automatic extension (see below). 180 days prior to the end of the current term of January 31, 2025 is August 4, 2024. GolfVision's letter of request dated July 31, 2024 complies with the right to extend per 1.27 (see below)

- 1.27 **Extension.** Manager shall have the right to automatically extend the term of this Agreement on the same terms and conditions as provided herein for an additional three (3) year term from February 1, 2025 to January 31, 2028 by providing written notice to Owner in the manner required by Section 1.20 no more than two hundred seventy (270) days nor less than one hundred eighty (180) days before the end of the term as provided in Section 1.2. Owner shall have thirty days after receipt of Manager's extension notice to request changes to the provisions of the Agreement for the extension term. If the parties cannot agree on changes within thirty (30) days after Owner's notice of requested changes, then this Agreement shall terminate as provided in Section 1.2.

Staff Recommendation

Staff recommends an extension of the contract with GolfVisions under the same terms as the existing agreement.

Motion(s) to Consider

Move to recommend the Board of Commissioners approve a three-year contract extension with GolfVisions Management, Inc. through January 31, 2028.



July 31, 2024

Mr. Dan Jones, Executive Director
Cary Park District
255 Briargate Road
Cary, Illinois 60013

Dear Dan:

With the second half of the 2024 golf season underway, we are looking ahead to 2025. I am therefore formally requesting an opportunity to extend our management agreement as stated in Section 1.27 Extension of the management agreement between GolfVisions Management, Inc. and the Cary Park District for an additional three-year term. We would like consideration from the District to potentially have an option for an extension for another three years beyond that, all at the same compensation level and terms.

GolfVisions is proud to have been associated with this outstanding golf course that has served well the Cary Park District and its resident and non-resident customer base. Foxford Hills has thrived in a very competitive golf market throughout its tenure and most recently a pandemic in no small part due to its diligent, disciplined, and resourceful professional management.

We believe GolfVisions can continue to be a valuable partner to the District as we offer continuity in successful operational and maintenance programs and great programming to golfers that has been generating substantial revenue streams due to the hard work of operational and maintenance staff in generating more rounds through daily fee play, outings, leagues, junior and adult programming and interactions within the community with hosting the high school.

Also at this time, we wanted to provide your team and Board of Commissioners with up-to-date information on GolfVisions. The GolfVisions that grew in and opened Foxford Hills in 2002 has grown and evolved over the last 22 years. We are not a big company, nor do our aspirations involve becoming one, as this would by necessity involve a departure from the personal, hands-on approach that we have embraced and promoted. However, GolfVisions has become a solidly mid-sized firm, and we believe our present size allows for "the best of both worlds": continued personal attention and involvement from corporate leadership complemented by enhanced support capabilities and staffing. Meanwhile, we are able to bring to bear all the experience and insight gained from our current operation of a wide array of properties in the Chicagoland market, while still adhering to a customized approach. Finally, we are able to leverage our higher profile and increased market share in Chicagoland to command preferred customer status for our clients.

Within this report, we have included a look at GolfVisions' current portfolio and how our growth in size and reputation within the industry benefits the Cary Park District. It has been six years since GolfVisions has had the opportunity to formally present our operating philosophy and principles, so also included herein is a discussion of our approach to items such as maintenance, marketing and customer service.

With that said, GolfVisions would welcome the opportunity to serve the Cary Park District for an additional three-year term. I look forward to hearing from you soon and can be reached at 708-533-1518. Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink that reads "Timothy J. Miles, Sr." with a stylized flourish at the end.

GolfVisions Management, Inc
Timothy J. Miles, Sr.
President/CEO

GOLF MANAGEMENT AGREEMENT

This Golf Management Agreement (the "Agreement") is made and entered into as of this 1st day of December, 2021 by and between Cary Park District ("Owner"), and GolfVisions Management, Inc. an Illinois corporation ("Manager").

Recitals:

- A. Owner owns a public golf course and facilities commonly known as the Foxford Hills Golf Club consisting of an 18-hole golf course, practice greens, golf-shop, and food/beverage area, a parking lot, and other amenities connected with a golf course and facilities (the above are collectively referred to as the "Golf Operations").
- B. Owner desires to exclusively engage Manager to perform management services for the Golf Operations and Manager desires to perform management services for the Golf Operations on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. Terms and Conditions

- 1.1 Engagement. Owner hereby engages Manager on an exclusive basis to perform Management Services (as hereinafter defined in Section 1.6 hereof) for the Golf Operations on the terms and subject to the conditions set forth herein.
- 1.2 Term. The term (the "Term") of this Agreement shall commence on February 1, 2022 and shall extend for a three (3) year period ending on January 31, 2025.
- 1.3 Management Fee. During the Term, Owner shall pay Manager a base management fee (the "Management Fee") payable at the end of each month per the following schedule: \$3,000/month for the term of the agreement.

In addition, Manager shall receive a progressive incentive fee as follows:

- a) 10% of gross revenues between \$1,600,000 and \$2,000,000 (maximum available each year: \$40,000).
- b) 15% of gross revenue between \$2,000,001 and \$2,200,000 (maximum available each year: \$30,000).
- c) 20% of gross revenue in excess of \$2,200,001 (maximum available each year: \$40,000).
- d) The incentive fee shall be based on the Park District's fiscal year from May 1 to April 30 and shall be payable on July 1 of each year from the

GolfVisions

Cary Park District

Park District's Golf Fund. The payment of the incentive fee will be limited to the balance in the Net Assets account for the Golf Fund as of April 30 of the incentive fiscal year. The limitation will be determined after adding back any outstanding incentive accruals included in the determination of the Net Assets account balance. The amount of the incentive fee that is not paid due to the above limitation shall be carried over to the following year without interest. The payment of an incentive fee will be applied to the earliest outstanding incentive fee. Any incentive amount still owing after one year from original payment due date shall be cancelled. The District's inability to pay the incentive fee under the provisions of this Section shall not be deemed an event of default.

- 1.4 "Gross Revenues" shall mean revenues as recorded in accordance with Generally Accepted Accounting Principles during such fiscal year in connection with the operation of the Golf Operations, but excluding the following items: (1) proceeds from insurance for loss or damage to property; (2) interest income; (3) uniform sales to employees; (4) sales resulting from barter/exchange transactions. "Golf Expenses" shall mean all normal and recurring disbursements made during the operation of the Golf Operations during such fiscal year, including but not limited to all employee-related expenses for employees working exclusively for the Golf Operations, supplies, maintenance expenses, golf cart leasing expenses, utility charges, insurance premiums, management fees, cost of goods sold in the golf shop and on beverage carts, and all other amounts reasonable expended in connection with the Ownership, operation and maintenance of the Golf Operations, including all marketing and sales expenses. Owner may identify and include other related items as "Golf Expenses" at its option, including capital repairs, improvements and purchases, depreciation, amortization, interest, and general and administrative expenses.
- 1.5 Reimbursable Expenses. Owner acknowledges that in the course of Manager's performing its Management Services (as defined in section 1.6 hereof) during the Term hereof, Manager may incur and be promptly reimbursed for certain expenses, provided that such items are included in the Budget (as defined in Section 1.7) and may be reimbursed pursuant thereto and pursuant to policies agreed to between Owner and Manager. Any reimbursement item not contemplated in the Budget may be made upon the prior written approval of Owner, and Owner shall reimburse Manager for the same within thirty (30) days of receipt of an itemized statement of such expenses together with supporting documentation.
- 1.6 Management Services. During the Term, Manager and its employees shall perform the following consulting, managerial and operational services ("Management Services"), as exclusive agent for Owner with respect to the Golf Operations:
- 1.6.1 Assign a full-time (as defined by Owner's current policies), on-site General Manager to the Golf Operations who will have responsibility for

supervising the Golf Operations. Manager/General Manager shall also employ a full-time, qualified Greens/Grounds Superintendent. Owner shall be informed regarding the knowledge, skills and abilities of the General Manager and Greens/Grounds Superintendent, and shall have the right to reject Manager's nominee or proposed replacement of such positions if deemed such nominee or replacements are not qualified in the Owner's opinion. Owner's discretion in this regard is limited solely to such managerial-level positions as described in this paragraph.

- 1.6.2 Recruit, hire, train, supervise, discipline, and terminate full-time and seasonal employees and staff needed for operation of the Golf Operations. Manager shall conduct background checks on its employees and independent contractors who work at the Golf Operations in accordance with 70 ILCS 1205/8-23 and shall not hire any person who would be ineligible to work for Owner pursuant to this statute. No person may volunteer at the Golf Operations if he or she is a child sex offender and Manager shall comply with the requirements of 70 ILCS 1205/8-23a. As approved in the Annual Budget, Manager may institute salary and incentive programs for its employees.
- 1.6.3 Provide to the Owner, operational and procedural manuals and create job descriptions for employees of the Golf Operations. Manuals will be promptly updated to reflect any changes to operations and/or procedures.
- 1.6.4 Establish pricing policies for the Golf Operations for all income items (green fees, cart fees, balls, equipment, food, etc.) as is agreeable to the Owner in the Budget.
- 1.6.5 Provide for and supervise the management of the golf course, golf shop, food and beverage service, and the golf and beverage carts, including development and implementation of (a) a system to maximize the purchasing and mix of inventory, (b) internal accounting controls that are documented and of a level that would satisfy the prevailing standards within the golf industry and are adequate for the District's golf course operation, (c) a food and beverage plan to expand the usage of the Golf Operations. Manager shall obtain and then maintain at all times a valid liquor license for Golf Operations and Manager shall comply with all relevant laws and municipal ordinances regarding the use of such license. Manager shall obtain and maintain proper food, ~~liquor~~ and beverage permits, licenses or certificates as required by state, county and local laws during the term of the Agreement. In addition, provide food and beverage service for the convenience of the players on the golf course, including golf outings and other functions to appropriately utilize the Golf Operations during the normal golf season without adversely impacting on cash flow.

- 1.6.6 Provide for and supervise the actual physical maintenance of the golf course, golf shop and inventory, maintenance equipment and other aspects of the Golf Operations in accordance with the quality standards determined by Owner, including without limitation groundskeeping, mowing, top dressing, watering, seeding, fertilization, aerification, disease identification, weed control, fungicides, herbicides, and insecticides for trees, fairways, greens and roughs, cleaning, rubbish removal, painting and landscape maintenance. Manager shall make or cause to be made all ordinary repairs, replacements and/or alterations contemplated in the Budget. Manager shall periodically inspect the Golf Operations to determine the need for maintenance and repair, and shall monitor all contractors performing repair, maintenance or improvement work on the property.
- 1.6.7 With the prior written approval of Owner, and as provided in the Budget, supervise capital expenditures for the Golf Operations, including the purchase and/or lease of maintenance equipment and golf carts.
- 1.6.8 Hold regular meetings with Owner's representative at dates, times and locations designated by Owner, to review the operation of the Golf Operations and provide written reports to Owner.
- 1.6.9 Prepare and use its reasonable efforts to implement the Budget pursuant to the Agreement herein;
- 1.6.10 Perform monthly physical inventory of the golf shop merchandise, food and beverage inventory, and on an annual basis, a physical inventory of all fixed assets.
- 1.6.11 Cause the Golf Operations to be maintained, operated, and used in material compliance with all applicable laws, ordinances, and regulations, and in compliance in all material respects with all applicable contractual requirements affecting the Golf Operations of which Manager has notice and control.
- 1.6.12 Contract and purchase on the Owner's behalf, on terms and conditions which the Manager believes in its best judgment are reasonable, in accordance with the terms and limitations contained in the Budget, and in compliance with Owner's purchasing policies and procedures. Manager shall be solely liable for any purchases or contracts let not in accordance with the Budget and/or the Owner's purchasing policies and procedures.
- 1.6.13 Implement and update the approved Business/Marketing plan for the Golf Operations. In connection with the Business/Marketing plan, and to the

extent available in the advertising/marketing portion of the Budget, Manager shall use its efforts to obtain reasonable exposure for and usage of the Golf Operations, and arrange and conduct reasonable advertising and promotions as the Owner and Manager deem necessary to maintain adequate use levels consistent with Budgeted revenue levels. This effort shall include, but not be limited to:

- a) Writing and servicing news releases to local media;
- b) Handling all golf operations media inquiries;
- c) Conducting golf tournaments, exhibitions, and clinics;
- d) Creating, developing and placing advertisements in local and regional media;
- e) Promoting all facets of Golf Operations including pro shop, driving range, food/beverage, golf course, special events, teaching programs, league play and junior golf;
- f) Implementing appropriate teaching programs;
- g) Implementing a diverse opportunity for league play; and
- h) Actively seeking outings and special events to be held at the Golf Operations.

1.6.14 Promptly notify Owner's representative of any changes to locks and/or passwords for entrance into any of the Golf facilities and provide copies of keys and passwords to Owner. Manager shall provide reasonable access to Owner for all golf course management software and shall provide passwords and log in access if necessary.

1.6.15 Manager shall obtain insurance of the types and amounts listed below.

- a) Commercial General and Umbrella Liability Insurance

Manager shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent

contractors, employment practices, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Owner.

If the Owner has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Manager waives all rights against Owner and its officers, employees, volunteers and agents for recovery of damages arising out of or incident to Manager's use of the Golf Operations.

b) Business Auto and Umbrella Liability Insurance

Manager shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) Form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c) Workers Compensation Insurance

Manager shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$2,000,000 for each accident for bodily injury by accident or \$2,000,000 for each employee for bodily injury by disease.

d) Dram Shop Liability Insurance

Dram shop liability and liquor liability coverage is to be provided showing the Owner as Owner of the Premises where

liquor is being sold and as an additional insured, with a limit of not less than \$1,000,000 per occurrence.

e) Food Products Liability Insurance

Food Products Liability coverage is to be provided showing the Owner as Owner of the Premises where food is being prepared and sold and as an additional insured, with a limit of not less than of \$500,000 per occurrence/\$500,000 aggregate.

f) Evidence of Insurance

Prior to using or managing the Golf Operations, Manager shall furnish the Owner with a certificate(s) of insurance and policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to the Owner shall be by certified mail, return receipt requested.

Failure of the Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Manager's obligation to maintain such insurance.

The Owner shall have the right, but not the obligation, of prohibiting Manager from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these required requirements is received and approved by the Owner.

Failure to maintain the required insurance may result in termination of this Agreement at the Owner's option.

Manager shall provide certified copies of all insurance policies required above within 10 days of the Owner's written request for said copies.

g) Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

h) Modification of Insurance.

The Owner reserves the right to change the scope and limits of any required insurance, as it deems necessary from time-to-time and Manager shall implement such changes as soon as reasonably possible.

i) Reporting.

Manager agrees to promptly report any and all accidents, damage and loss to Owner (except for de minimus items). Manager shall take no action (such as admission of liability) which would, in its reasonable judgment, prejudice Owner or its insurance carrier in the defense of any claim. Manager shall cooperate with Owner's insurance risk pool and/or carrier relative to any accident, damage, loss or claim.

j) Costs of Insurance.

All costs of the insurance required herein shall be born by the Manager at its sole expense. The costs for such insurance may be identified and reimbursed through the Golf Operations on an annual basis per the approved budget.

1.6.16 Manager shall comply with all Federal, State and local laws and ordinances, rules and regulations, including, but not limited to, those respecting safety, health, and sanitary codes; and employment permit requirements that may be applied to the Golf Club as a result of this Agreement. Manager will adhere to the requirement of posting of all required notices.

In the performance of this Agreement, Manager shall comply strictly with the provisions of the Illinois Human Rights Act (the "Act") 775 ILCS 5/1-101, *et seq.*, and Article 2 "Employment" thereof in particular, and any and all other Illinois and federal laws prohibiting discrimination and requiring affirmative action in employment, and shall strictly comply with the Illinois Department of Human Rights' Rules and Regulations for Public Contracts (the "Regulations") and with those Regulations

concerning equal employment opportunities and affirmative action in particular. Without limiting the generality of the foregoing:

Manager shall not unlawfully discriminate in recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure, or terms, privileges or conditions of employment, against any person on the basis of such person's race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, disability or unfavorable discharge from military service.

Manager shall have in effect and enforce anti-sexual and other harassment policies equal to or more comprehensive than those adopted by the Owner.

In all solicitations or advertisements for employees placed by Manager, or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

1.6.17 Manager agrees to forfeit any Management Fees and/or incentive still due Manager in the event Owner terminates this Agreement for cause, as described in Section 1.15, or if Manager fails to notify Owner of intent to withhold services, as described in Section 1.15, to pay for the performance of Manager's duties hereunder, for the purpose of offsetting such extraordinary administrative and other expenses incurred by Owner as a result of Manager's breach.

1.6.18 Schedule of Report Deadline Dates. Owner and Manager agree to attach and update as necessary a Schedule of Report Deadlines. Revisions and updates to the Schedule shall be considered approved by both party representative's signatures and does not require formal approval by the Owner's Board of Commissioners. This Schedule and any future revisions as agreed upon by both party representatives will become a part of this Agreement.

1.7 Budget Owner's Funding; Bank Accounts and Collections.

1.7.1 At least ninety (90) days prior to the beginning of each fiscal year (May 1-April 30) hereof, Manager shall deliver to Owner a preliminary Budget ("Preliminary Budget") for the following fiscal year containing projections of Golf Revenues and Golf Expenses, capital expenditures, green fees and counts, cart fees and counts, and bucket fees and counts, in a format to be agreed to between the parties. The Manager shall update or

review the Preliminary Budget as requested by the Owner. The Preliminary Budget, as revised by the Owner, shall constitute the approved Budget (the "Budget"). In the event that the Owner does not request any changes or make any comments regarding the Preliminary Budget by the fifteenth day of the first month of a new fiscal year, then the Preliminary Budget shall be deemed to be the Budget. It is understood and agreed that while Manager shall operate the Golf Operations within the guidelines of each Budget, the Budget is an estimate and subject to change. Manager agrees to inform Owner of additional funding requirements of any Budget line item, and shall, as necessary in due course, seek approval of Owner of an amended Budget, which approval shall not be unreasonably withheld, subject to the limitations on amending the Budget described in Section 4-4 of the Park District Code, 70 ILCS 1205/4-4. All obligations consistent with the approved Budget, as it may be amended from time to time, arising in the course of business of the Golf Operations shall be the full and complete obligation of the Owner, subject to Manager providing detailed records of all bills and invoices in accordance with this Agreement. Manager shall be reimbursed for any such obligations consistent with the approved Budget by reason of its Management Services performed hereunder.

- 1.7.2 Manager shall collect all Golf Revenue and all sums otherwise due Owner with respect to the Property in the ordinary course of business. Manager shall promptly deposit all sums collected from the Golf Operations into an interest-bearing bank account ("the Account") in a financial institution approved by Owner. The Account shall have signatories approved by Owner. All funds in the Account shall be the exclusive property of the Owner. Manager shall provide Owner with all bills and invoices received for Golf Operations in accordance with this Agreement. Owner shall have the right to audit transactions and the Golf Revenue as it deems necessary. Manager shall use Owner's cash management software system relative to all customer transactions for the Golf Operations. For those obligations that are not paid by the Manager and subject to reimbursement, upon presentation of bills and invoices by Manager to the Owner that include sufficient supporting documentation to allow payment in compliance with Owner's policies and procedures, the Owner shall pay all bills as and when the same become due and payable unless contested in good faith.
- 1.7.3 Capital expenditures will be funded by Owner on an as-needed basis in accordance within an Owner-approved capital Budget.
- 1.7.4 Insurance premiums for insurance coverage obtained by Owner for the Property and Golf Operations will be paid directly by Owner.

- 1.8 Restrictive Management Contract Services. Manager shall not provide management services to any other public golf courses within a 5-mile radius of Foxford Hills Golf Club address without knowledge and prior written agreement of the Owner during the term of the contract and within two (2) years after termination of the contract if such termination was initiated by Manager.
- 1.9 Hiring of Manager Employees. Owner understands that Manager has dedicated time and effort in hiring and training each of its Employees and shall not actively recruit employees to Owner's benefit. This does not prohibit Owner from hiring Manager's employees if such employee is interested in employment with the Owner.
- 1.10 Owner Representations, Warranties and Responsibilities.
Owner represents and warrants to Manager the following:
- 1.10.1 Owner is the sole Owner of the fee simple interest in the Property.
- 1.10.2 Owner is a Municipal Corporation, organized, validly existing and in good standing in the State of Illinois.
- 1.10.3 Owner has full power and authority to enter into and perform in accordance with the terms and provisions of this Agreement.
- 1.10.4 To the best of Owner's knowledge, there are no actions, suits, or proceedings pending or threatened against Owner that might materially and adversely affect the Property or Owner in connection with the Golf Operations.
- 1.10.5 To the best of Owner's knowledge, this Agreement will not result in any breach of the terms or conditions of, or constitute a default under, any Agreement or instrument under which Owner is a party or is obligated.
- 1.10.6 To the best of Owner's knowledge, Owner is not in default in the performance or observance of its obligations under its mortgage or other loan documents or other Agreements in connection with the Property or the Golf Operations.
- 1.10.7 During the Term, Manager ~~and its partners~~ shall be named as additional insureds on such policies of insurance that Owner maintains for the Golf Operations and the Property and shall be provided with certificates of insurance evidencing the same.
- 1.10.8 Owner's representative shall act as the primary operating liaison ("Owner's representative") between Owner and Manager. Representatives

from both agencies shall meet at least quarterly to review the information provided.

- 1.11 Manager Representations and Warranties. Manager represents and warrants to Owner the following:
- 1.11.1 Manager is a corporation organized, validly existing and in good standing in the State of Illinois.
 - 1.11.2 Manager has full power and authority to enter into and perform in accordance with the terms and provisions of this Agreement.
 - 1.11.3 To the best of Manager's knowledge, this Agreement will not result in any breach of the terms or conditions of, or constitute a default under any Agreement or instrument under which Manager is a party or is obligated.
- 1.12 Limitation on Scope of Engagement. Owner and Manager acknowledge and agree that Manager is being retained by Owner as an independent contractor, not as an employee, partner, or co-venturer, only for the purposes and to the extent set forth in this Agreement. Except as set forth herein, neither Manager nor any of its or its contractor's employees shall be considered as having any employee or agent status with Owner unless written approval is obtained from Owner, or as being entitled to participate in any plans, arrangements, or distributions of Owner by virtue of the provisions of this Agreement. Manager is solely responsible for hiring, training, disciplining and firing its employees and is responsible for the payroll tax withholding, prompt reporting and payment of any and all state, federal, FICA or other income taxes of its employees. Any penalties arising from payroll tax law non-compliance or any other fine or penalty relative to Manager or Manager's employees or contractors will be the sole responsibility of the Manager.
- 1.13 Indemnification.
- a) By Manager. Manager shall indemnify, defend and hold Owner (its affiliates, subsidiaries, directors, officers, employees, and agents, and their respective successors, assigns, heirs, and personal representatives) harmless from and against any and all liability, loss, cost, expense, damage, and reasonable attorneys' fees (collectively, "Damages") resulting from or arising out of any negligent acts or omissions, and/or willful misconduct of Manager or its officers, agents, or employees including, without limitation, all matters related to Manager's employees and contractors.
 - b) By Owner. Owner shall indemnify, defend and hold Manager (its affiliates, partners, employees and agents, and the directors, officers, employees and agents of partners of Manager, and their respective successors, assigns, heirs.

and personal representatives) harmless from and against any and all Damages resulting from or arising out of willful misconduct of Owner or its directors, officers, employees, or agents (except Manager).

- c) Effect of Projections. The failure to obtain any projections contained in a Budget shall not be considered evidence of either party's willful misconduct or negligence. Further, it is understood that the ability of Manager to fully perform the Management Services may be limited to the extent of constraints set forth and implicit in the Budget.

1.14 Assignability. The parties hereto agree that Manager shall not assign or otherwise delegate its rights, duties and obligations under this Agreement without the prior written consent of Owner, and any such assignment or delegation without such prior written approval of Owner shall be void, and shall immediately terminate all duties and obligations of Owner under this Agreement, including but not limited to any obligation to disburse compensation to Manager, or any assignee thereof.

1.15 Termination. This Agreement and all rights and obligations hereunder, shall terminate upon the occurrence of any of the following:

1.15.1 By Owner, thirty (30) days after written notice from Owner to Manager that Manager is in default under any material provision of this Agreement (unless such default has been cured within said period); provided, however, if any default by Manager cannot be cured within the foregoing thirty (30) day period it shall not terminate this Agreement and Manager shall have up to an additional thirty (30) days to cure such default, if corrective action is instituted by Manager within the original thirty (30) day period and diligently and, to the extent practical, continuously pursued until the default is remedied. All claims of default shall be stated with reasonable particularity and specify the section hereof believed to be breached.

1.15.2 By Manager, ten (10) days after written notice from Manager to Owner that Owner is in a nondisputed monetary default, and thirty (30) days after written notice from Manager to Owner that Owner is in non-monetary default under any material provision of this Agreement; provided, however, if any non-monetary default by Owner cannot be cured within the foregoing thirty (30) day period, it shall not terminate this Agreement and Owner shall have up to an additional thirty (30) days to cure such default, if corrective action is instituted by Owner within the original thirty (30) day period and diligently and, to the extent practical, continuously pursued until the default is remedied. All claims of default shall be stated with reasonable particularity and specify the section hereof believed to be breached.

- 1.15.3 Immediately by Owner if Manager or a key executive (a) is convicted of a felony relating to its activities hereunder, (b) commits a material fraud or embezzlement relating to its activities hereunder, or (c) is addicted to any substances which materially adversely impact on Manager's performance hereunder.
- 1.15.4 Immediately by the non-breaching party in the event of a breach of the terms of Paragraphs 1.6.14, 1.10, 1.11, or 1.14.
- 1.15.5 Immediately by one party in the event the other party files for or is subject to bankruptcy or any bankruptcy proceedings which are not dismissed or stayed within sixty (60) days.
- 1.15.6 By Owner, for no reason, upon ninety (90) days prior written notice.

Upon termination, Owner shall pay all accrued and unpaid Management Fees due Manager, only up to and including the date of termination, pursuant to the schedule described in Section 1.3(d), except the provisions describing a roll-over of any unpaid management fees shall not apply in the event of termination.

- 1.16 Books and Records. Owner shall be responsible for disbursement of funds and the preparation of monthly financial statements related to the Golf Operations. All documents resulting from the Golf Operations shall be the sole property of the Owner with Manager responsible for safeguarding such documents that are retained by Manager. Manager will not destroy such documents without prior written approval by Owner.
- 1.17 Casualty. In the event the Property or Golf Operations are damaged by fire, explosion or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of same, the damage shall promptly be repaired by the Owner at the Owner's expense, provided that the Owner shall not be obligated to expend an amount for such repair in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall the Owner be required to repair or replace Manager's fixtures, stock, furniture, furnishings, or any equipment or personal property. In the event of any such damage and the Property or Golf Operations shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, the Owner may elect either to repair or rebuild or to terminate this Agreement upon giving notice of such election in writing to Manager within ninety (90) days after the occurrence of the event causing the damage. If the Owner elects to repair or rebuild, the Owner shall complete such reconstruction within one hundred eighty (180) days after the giving of the notice. If the casualty, repairing, or rebuilding shall render the Property or Golf Operations untenable, in whole or in part, and the damage shall not have been due to the fault or neglect of Owner, a proportionate per diem abatement of the Management Fee shall be allowed from the date when the damage occurred until

the Owner completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the Property rendered untenable bears to the Floor Area of the Property.

1.18 Governing Law; Forum. This Agreement shall be construed in accordance with the laws and judicial decisions of the State of Illinois. The parties each consent to the jurisdiction of the courts of McHenry County, Illinois and agree to waive all claims of forum non-conveniens.

1.19 Successors. Except as otherwise provided in Paragraph 1.14 hereof, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

1.20 Notices. All notices under this Agreement shall be in writing and shall be deemed received upon personal delivery thereof, twenty-four (24) hours after overnight courier (fare prepaid) or legible facsimile transmission with overnight courier follow-up, or forty-eight (48) hours after deposit in the United States Mail, certified or registered mail, return receipt requested, to the parties as follows:

Owner: Cary Park District
255 Briargate
Cary, Illinois 60013
Attn: Executive Director

With a
Copy to: Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
140 S. Dearborn Street, Sixth Floor
Chicago, Illinois 60603
Attn: Mr. Scott Puma, Attorney

Manager: GolfVisions Management, Inc.
2501 N. Midlothian
Mundelein, IL 60060
Attn: Mr. Timothy J. Miles, Sr.

With a
Copy to: Mr. Timothy Miles
2939 Crabtree
Northbrook, IL 60062

1.21 Attorney's Fees. In the event that it becomes necessary for either party hereto to employ legal counsel and bring legal proceedings to enforce any provision of this

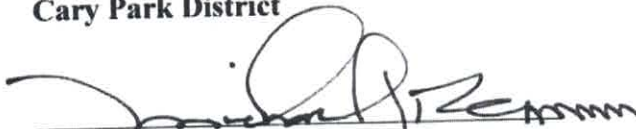
Agreement, each party in such proceedings shall be responsible for their respective attorney's fees pursuant to the proceedings.

- 1.22 Events of Force Majeure. Manager's obligations hereunder shall be subject to any delays due to acts of God, governmental restrictions or guidelines, strikes, labor disturbances, shortages of materials and supplies, fire and casualty and for any other causes or events whatsoever beyond Manager's reasonable control. In the event of any such event of force majeure extending beyond a period of 60 days, the Budget in effect shall be appropriately modified to reflect such event, and that (a) Owner's rights to terminate pursuant to Section 1.15 shall be held in abeyance during such periods but only to the extent that Manager's default or inability to perform was directly caused by such acts or events beyond Manager's reasonable control, and (b) the satisfaction of the Budget for purposes of determining whether the Term may be extended shall annualize the periods occurring prior to the event of force majeure.
- 1.23 Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision of the remaining provisions of this Agreement.
- 1.24 Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matters contained herein and supersedes all prior understandings, whether written or oral.
- 1.25 Limitation of Liability. It is expressly understood and agreed that the liability of Owner and Manager, respectively (including any partnership, joint venture or other entity that succeeds to the interest of Owner and Manager, respectively) hereunder shall be limited solely to the assets of Owner and Manager, respectively, including the proceeds of all insurance policies, after deduction of liabilities to which such assets may be subject. No agent of Owner and Manager, respectively (or of any such successor partnership, joint venture, or other entity) shall be personally liable in respect to any claim arising out of or related to this Agreement, and any deficit capital account of a partner in Owner and Manager, respectively (or of any such successor partnership, joint venture or other entity) shall not be deemed an asset of Owner and Manager, respectively (or of any such successor of Owner and Manager, respectively). Notwithstanding anything to the contrary herein, any transfer of real or personal assets from the Manager to any of its owners, partners, managers or members that occurs within 180 days of the entry of judgment against Manager and in favor of Owner may be reversed for the purpose of satisfying such judgment against Manager and in favor of Owner.

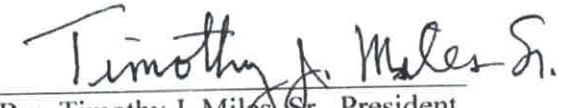
- 1.26 No Waiver. No failure by the Owner or Manager to insist upon the strict performance under the Agreement of any covenants, terms or conditions of this Agreement or to exercise any right or remedy consequent upon a breach of such covenants, terms or conditions shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition and term of this Agreement shall continue in full force and effect without respect to any other then-existing or subsequent breach.
- 1.27 Extension. Manager shall have the right to automatically extend the term of this Agreement on the same terms and conditions as provided herein for an additional three (3) year term from February 1, 2025 to January 31, 2028 by providing written notice to Owner in the manner required by Section 1.20 no more than two hundred seventy (270) days nor less than one hundred eighty (180) days before the end of the term as provided in Section 1.2. Owner shall have thirty days after receipt of Manager's extension notice to request changes to the provisions of the Agreement for the extension term. If the parties cannot agree on changes within thirty (30) days after Owner's notice of requested changes, then this Agreement shall terminate as provided in Section 1.2.

IN WITNESS WHEREOF, the parties hereto have executed this Golf Management Agreement on the date first above written.

OWNER:
Cary Park District


By: Michael Renner, President

MANAGER:
GolfVisions Management, Inc.


By: Timothy J. Miles Sr., President

WITNESS:


Dan Jones, Secretary


By: _____

Committee Memo

To: Board of Commissioners
 From: Dan Jones, Executive Director
 David Raica, Director of Planning & Development
 Sara Kelly, Deputy Director
 Noah Mach, Superintendent of Park & Facility Maintenance
 Date: September 12, 2024



RE: Professional Services Agreement, WT Group, Community Center South Exit Improvements

Providing exceptional recreation, parks and open space resources.

Introduction

The FY2024-25 budget included a project to complete structural and Americans with Disabilities Act (ADA) improvements at the south exit of the Community Center. A project budget of \$130,000 was included in the capital project fund.

Background

Staff sought proposals from two engineering firms the Park District has engaged with previously. After review and consideration of the proposals, staff believe WT Group, Hoffman Estates, IL is the most responsive proposal to meet the project engineering needs and site goals.

WT Group is a well-qualified engineering firm the Park District has worked with before on multiple projects including Sunburst Bay Aquatic Center and Community Center Pool Removal projects. WT Group has Chicagoland experience with structural engineering, ADA design and construction.

WT Group has proposed services that include schematic design through bid documents and bid administration for \$20,100 plus reimbursable expenses.

Attorney Derke Price of Ancel Glink has reviewed the agreement.

Proposed project timeline:

October/November 2024	Project Start (site testing, design)
December 2024/February 2025	Design, Permitting, Bid documents
February/March 2025	Bid Let/Open
March 2025	Bid Results for Board Consideration
April 1, 2025	Construction Start (anticipated)
June 15, 2025	Project Completion

Staff Recommendation

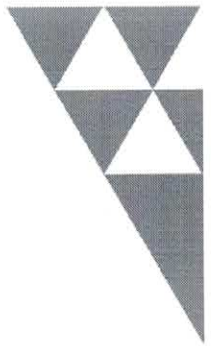
Staff is recommend the professional services agreement proposal from WT Group, Hoffman Estates, IL.

Motion(s) to Consider

Move to recommend Board of Commissioners approval of a professional services agreement with WT Group, Hoffman Estates Illinois to design and bid the Community Center South Exit Improvements in the amount \$20,100 plus reimbursable expenses.



Engineering • Design • Consulting



September 5, 2024

**Cary Park District
255 Briargate Road
Cary, IL 60013**

Attn: Mr. David Raica – Director of Planning and Development

**Re: Cary Park District – Community Center South Exit Improvements
255 Briargate Road
Cary, IL**

Dear Mr. Raica:

We at The W-T Group, LLC (WTG) thank you for the opportunity to present this proposal. Pursuant to your request, we have prepared the following agreement to provide engineering services for your project.

Understanding of Project Scope

It is our understanding that you require architectural, structural and civil engineering services for the proposed renovations to the Cary Park District Community Center located at 255 Briargate Road in Cary, Illinois. Per our conversations and the March 1, 2024 Technical Memorandum, we understand that the proposed improvements will include:

- a Correct present decked concrete exit, ADA corrections for present walkway and new railings
- b Correct present exit deck, ADA corrections to basement exit walkway, removal of east sidewalk ramp and railings and alternate exit walkway south to road or to road and carriage walk to existing ADA curb area. (Railings as necessary based on design as required by ADA)





Engineering • Design • Consulting



For the purposes of this agreement, WTG's services are explicitly limited to the selected services above. At the client's request, WTG may propose additional services otherwise not included in this document.

Services Provided by Others

WTG is a full service, multi-discipline firm. Though typically, WTG works in conjunction with other professional service firms hired and directed by others. It is understood that WTG must rely on the information provided by the client and other professionals, where reasonable to do so. Unless otherwise stated, WTG is expressly not responsible for determining completion, accuracy, or performing reviews for any other services and information provided by others and may rely upon same where it is reasonable to do so. However, from time to time, WTG may utilize the services of sub-consultants within our scope of services. WTG is responsible for sub-consultants that we hire and manage directly.

Project Phases

SITE ENGINEERING (SCHEMATIC AND FINAL)

This Task includes preparation of schematic design and final site engineering drawings, details and general specifications as well as meetings and other Tasks necessary for the schematic design and construction document phase consisting of the following:

- Title Sheet indicating Client contact information, project location, index of sheets and professional civil engineer certification.
- Site Demolition Plan indicating the existing site conditions and existing site features to be removed.
- Site Geometric Plan indicating geometrics and dimensions for the proposed site improvements and relevant existing site features to remain.
- Site Development Plan indicating existing and proposed site features such as parking and drive aisle locations, curb lines, sidewalks, and pavement striping.
- Site Grading Plan indicating proposed grades including drainage patterns, 100-year overland flow paths, finish floor elevations, curb elevations, etc.
- Site Utility Plan indicating size and location of existing storm sewers, sanitary sewers, and water mains and proposed storm sewer, sanitary service, and water service improvements.
- Storm Water Pollution Prevention Plan with related details.
- Details and specifications for proposed utilities and site features.
- Kickoff Meeting
- 50% and 90 % schematic design meetings and 50% and 90% final design meetings.



- Two (2) board meetings
- Permitting

Additional meetings will be \$500 a meeting.

ARCHITECTURAL CONSTRUCTION DRAWINGS (SCHEMATIC AND FINAL)

Utilizing the client's standards this Task will provide Architectural drawings, terms and conditions, and specifications to bid, to be reviewed by client as part of project manual prior to release to market, permit and construct the proposed building.

STRUCTURAL DRAWINGS (SCHEMATIC AND FINAL)

Utilizing the client's standards this Task will provide Structural drawings and specifications to bid, permit and construct the proposed building.

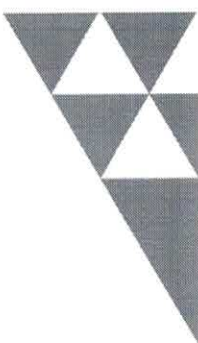
PLEASE NOTE, IN THE FEE SCHEDULE BELOW I HAVE INCLUDED THE LUMP SUM FEE FOR SCHEMATIC DESIGN AND FINAL ENGINEERING. 50% OF THE FEE FOR ARCHITECTURAL DRAWINGS, STRUCTURAL DRAWINGS, AND CIVIL DRAWINGS CAN BE ATTRIBUTED TO SCHEMATIC DESIGN AND 50% CAN BE ATTRIBUTED TO FINAL ENGINEERING DESIGN.

PROJECT MANUAL AND BIDDING

This Task includes the preparation of Section 0 (front end) specification documents for the site project referenced above. This project manual will be used to effectively bid the project. Included is the preparation of the following documents to be included in the Project Manual:

- Project Manual Cover and Index
- Bid Invitation and Bid Instructions
- Special Conditions and Supplementary Conditions
- Project References
- Sub-contractor/Supplier List
- Additional Owner Standard Front End Documents
- Bid Proposal Form (to include lump sum base bid with Unit Price list)
- Addenda as necessary during bidding
- Verify contractor's references
- Provide recommendation to the owner for construction contract
- Assist the owner in the preparation of contracts and review of contract related documents provided by the successful bidder
- Assist the owner in notifying contractors to bid the proposed project

This Task includes one (1) revision after review by the Client.



Fee Proposal

WT Group proposes to provide the Scope of Services defined above on a **fixed fee basis** as follows:

	Civil Engineering	Architectural	Structural Engineering	PHASE TOTAL
SITE ENGINEERING	\$8,000.00			\$8,000.00
ARCHITECTURAL CONSTRUCTION DRAWINGS		\$5,500.00		\$5,500.00
STRUCTURAL DRAWINGS			\$4,600.00	\$4,600.00
PROJECT MANUAL AND BIDDING	\$2,000.00			\$2,000.00
REIMBURSABLE EXPENSES	\$300.00			\$300.00
DISCIPLINE SUB-TOTAL	\$10,300.00	\$5,500.00	\$4,600.00	
TOTAL DESIGN PROPOSAL				\$20,400.00

SCOPE

The Consultant may incur "Reimbursables" during our course of work. Examples of reimbursables include, but are not limited to prints, delivery service, local and long distance travel expenses, and notification fees. Reimbursables shall be invoiced at cost, we expect the cost of the reimbursable expenses to be \$300.00.

The Project will be invoiced monthly based on percentage of completion of each phase with payment due within thirty (30) days of the invoice date. Should payments become delinquent, the Consultant reserves the right to stop work and will consider all legal collections options including such as collection agencies, placing liens on the property, and legal action.

ADDITIONAL SERVICES

It is the Consultant's basic approach to avoid additional services beyond the base Agreement whenever possible. If the scope of services is materially changed, Additional Services beyond the Agreement shall be invoiced on a pre-agreed fixed fee basis or on an hourly base per the rates listed below.

Community Center South Exit Improvements
Cary Park District
September 5, 2024



SIGNATURE PAGE

If the above meets with your approval, please sign and return one (1) original to us. On behalf of WT Group, we look forward to working with you on this project.

Respectfully Submitted,

THE W-T GROUP, LLC

Todd Abrams, P.E., CFM
Executive Vice President

ACCEPTED BY:

Client Signature	Date
-------------------------	-------------

Print Name	Title
-------------------	--------------

Project Contact Information

WT GROUP
Todd Abrams **Executive Vice President**

Primary Contact	Title
------------------------	--------------

224-293-6391	847-287-2170	tabrams@wtgroup.com
Office Phone #	Cell Phone #	Email

CLIENT

Primary Contact	Title
------------------------	--------------

Office Phone #	Cell Phone #	Email
-----------------------	---------------------	--------------

WT GROUP – ACCOUNTING CONTACT

Accounts Receivable
Main: 224-293-6333
billing@wtengineering.com

Initial

2024 BILL RATE SCHEDULE

ENGINEERING

Principal In Charge	\$ 195.00
Principal In Charge - Expert Testimony	\$ 350.00
Principal	\$ 175.00
Engineer I	\$ 95.00
Engineer II	\$ 115.00
Engineer III	\$ 135.00
Engineering Intern	\$ 75.00
CAD/BIM Technician I	\$ 65.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician III	\$ 85.00
Designer I	\$ 75.00
Designer II	\$ 85.00
Designer III	\$ 95.00
Project Manager I	\$ 120.00
Project Manager II	\$ 135.00
Project Manager III	\$ 150.00
Field Data Collector	\$ 75.00
Crew Chief - Solo	\$ 150.00
Crew Chief - Team	\$ 110.00
Crew Chief - Team, Construction Staking	\$ 135.00
Survey Crew Member	\$ 50.00
Utility Locator	\$ 90.00
Permitting/Utility Coordinator	\$ 110.00
Department Coordinator/Project Coordinator	\$ 75.00

ARCHITECTURAL

Principal In Charge	\$ 195.00
Principal	\$ 175.00
Project Manager I	\$ 120.00
Project Manager II	\$ 135.00
Project Manager III	\$ 150.00
Architect I	\$ 90.00
Architect II	\$ 110.00
Architect III	\$ 130.00
Designer I	\$ 75.00
Designer II	\$ 85.00
Designer III	\$ 95.00
CAD/BIM Technician I	\$ 65.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician III	\$ 85.00
Emerging Professional I	\$ 65.00
Emerging Professional II	\$ 75.00
Emerging Professional III	\$ 85.00

CONSULTING

Accessibility Specialist	\$ 75.00
--------------------------	----------

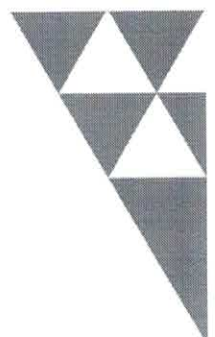
CONSTRUCTION MANAGEMENT

Construction Manager I	\$ 120.00
Construction Manager II	\$ 135.00
Construction Manager III	\$ 150.00
Site Superintendent I	\$ 70.00
Site Superintendent II	\$ 90.00
Site Superintendent III	\$ 110.00

ADMINISTRATIVE

Chief Executive Officer	\$ 225.00
Chief Operating Officer	\$ 195.00
Chief Financial Officer/Chief Information Officer	\$ 175.00
Chief Information Officer	\$ 175.00
Human Resources Manager	\$ 150.00
Business Development Specialist	\$ 150.00
Marketing Manager	\$ 100.00
Office Manager	\$ 85.00
A/R Manager	\$ 85.00
A/P Manager	\$ 85.00
Accounting Clerk	\$ 75.00
Administrative Assistant	\$ 75.00
IT Technician	\$ 120.00
Receptionist	\$ 50.00
Custodian	\$ 50.00





GENERAL TERMS AND CONDITIONS

1. CLIENT RESPONSIBILITIES

Client shall do the following in a timely manner so as not to delay the services of Consultant:

- a. Provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work.
- b. Designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for Consultant's services.
- c. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- d. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- e. Client reserves the right by written change order or amendment to make changes in scope or time schedule adjustments, and Consultant and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

2. CONSULTANT RESPONSIBILITIES

Consultant shall do the following in a timely manner so as not to delay the Project:

- a. Provide professional services described more fully in the Agreement in accordance with generally accepted and currently recognized practices and principles.
- b. Give prompt written notice to Client whenever Consultant observes or otherwise becomes aware of any development that may reasonably affect the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- c. The Consultant shall have the right to rely on the accuracy of any information provided by the Client or provided by other consultants as directed by the Client, where reasonable to do so. The Consultant shall not be required to review this information for accuracy.
- d. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor or any other contractors or subcontractors.

3. PAYMENT TERMS

- a. Consultant shall submit monthly statements for services rendered and reimbursable expenses incurred based upon Consultant's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period.
- b. Client shall make prompt monthly payments in response to Consultant's monthly statements, in accordance with the Illinois prompt payment act.

4. SUSPENSION AND TERMINATION

- a. Client may direct Consultant to suspend services, in whole or in part, and upon receipt of such direction in writing, Consultant shall immediately take all reasonable steps to minimize any costs resulting from the suspension. Client, however, shall pay all costs resulting from the suspension.
- b. Upon seven (7) days written notice to Client of intent to suspend services for non-payment, Consultant may suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant shall not be liable for delays or damages resulting from any suspension of services pursuant to this paragraph.
- c. In the event of termination of this Agreement, not the fault of the Consultant, Client shall pay Consultant as follows:
 - a. For lump sum fees, in accordance with the percent of work accomplished to total project scope.
 - b. For time expended on the Project on hourly fee billing matters.
- d. In the event of termination of this Agreement, not the fault of the Consultant, Client shall pay the costs Consultant incurred for sub-consultants to render professional services under this Agreement and all unpaid additional services and unpaid reimbursable expenses, plus all expenses incurred as a result of termination.



5. FORCE MAJEURE

In the case of an event beyond the control of the Client and Consultant, which prevents either Party from complying with any of its obligations under this Contract, including but not limited to:

- a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e) Disease, designated as a Pandemic or Endemic on a local or global scale;
- f) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- g) acts or threats of terrorism.

Neither the Client nor the Consultant shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

If and to the extent that the Consultant is prevented from executing its Services by the Event of Force Majeure, while the Consultant is so prevented the Consultant shall be relieved of its obligations to provide the Services but shall continue a good faith effort to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with Standard of Care, PROVIDED that if and to the extent that the Consultant incurs additional Cost in so doing, the Consultant shall be entitled to the amount of such Cost.

If and to the extent that the Consultant suffers a delay during the project as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion.

6. STANDARD OF CARE

The standard of care for all professional services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished.

7. PERMITS AND APPROVALS

It is the responsibility of the Client to obtain all necessary permits and approvals except as otherwise noted in proposal as an included service. The Consultant will assist the Client as mutually agreed in writing.

8. ENVIRONMENTAL

The Consultant assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

9. JOBSITE SAFETY

The Consultant is not responsible for job site safety or for construction means, methods, techniques or sequences. Job site safety and construction means, methods, techniques or sequences are the responsibility of the Contractor.

10. LIMITATION OF LIABILITY

Consultant's liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed the limit of the Consultant's liability insurance. Such causes include, but are not limited to, the Consultant's negligent acts, errors, omissions, strict liability, or breach of contract.

INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL AND OTHER SERVICES

THIS AGREEMENT entered into by and between WT GROUP (hereafter “FIRM”) and THE CARY PARK DISTRICT (hereafter “AGENCY”).

WHEREAS, FIRM will be performing services and work for AGENCY in accordance with the proposal dated September ____, 2024 (hereafter “Proposal”); all of which are attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, in the event of a conflict between terms and conditions of this Agreement, the FIRM’s Standard Terms and Conditions, the Proposal, the RFQ, such conflicts shall be resolved in the following order of precedence: (1) this Agreement; (2) the Standard Terms and Conditions; and (3) the Proposal.

WHEREAS, Exhibit A, together with this document, collectively comprise the agreement of the parties and are hereafter referred to as the “Agreement”; and

WHEREAS, FIRM may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, FIRM hereby agrees:

1. To comply applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body in effect at the time of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which FIRM must comply, are the Americans with Disabilities Act, all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, FIRM agrees to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY and its officers, officials, employees, and volunteers from and against 3rd party claims, damages, losses and expenses, including legal fees (reasonable attorneys and paralegals fees, expert fees and court costs) to the extent caused by the negligent performance of FIRM’s work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of FIRM, any Subcontractor, anyone directly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge

or otherwise reduce any other right to indemnity which AGENCY would otherwise have. FIRM shall similarly, indemnify and hold harmless, AGENCY, its officers, officials, employee, and volunteers against and from 3rd party claims, costs, causes, actions and expenses, including reasonable legal fees, incurred by reason of FIRM's breach of any of its obligations under, or FIRM's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for FIRM or any Subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Insurance, and Professional Liability Insurance in at least the type and amounts as follows:
 - a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability

\$1,000,000.00	Per Accident
\$1,000,000.00	Disease, Policy Limit
\$1,000,000.00	Disease, Each Employee
 - b. Commercial General Liability:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products Completed Operations Aggregate
\$1,000,000.00	Personal and Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 50,000.00	Fire Damage (any one fire)
\$ 5,000.00	Medical Expense (any one person)
 - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
 - ii. Property Damage

\$1,000,000.00	Per Occurrence
----------------	----------------
 - iii. Umbrella Excess Liability:

\$2,000,000.00	over Primary Insurance
----------------	------------------------
 - d. Professional Liability (Errors and Omissions) Insurance appropriate to the FIRM's profession
 - i. \$1,000,000 Per Claim
 - ii. \$2,000,000 Aggregate
4. To have all policies of insurance purchased or maintained in fulfillment hereof name the AGENCY as an additional insured thereunder except the professional liability and workers compensation and the FIRM shall provide AGENCY with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of

AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of FIRM's obligation to maintain such insurance. The FIRM agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the FIRM will provide copies of any or all policies of insurance maintained in fulfillment hereof.

AGENCY shall have the right, but not the obligation, of prohibiting FIRM or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by AGENCY.

Failure to maintain the required insurance may result in termination of this Contract at AGENCY's option.

5. FIRM shall cause each consultant employed by FIRM to purchase and maintain insurance of the type specified above. When requested by the AGENCY, FIRM shall furnish copies of certificates of insurance evidencing coverage for each consultant.
6. For any claims related to this contract, FIRM insurance coverage shall be primary insurance except the professional liability and workers compensation as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the FIRM insurance and shall not contribute with it.
7. Nothing contained in this Contract is to be construed as limiting the liability of FIRM, the liability of any Subcontractor or any tier or either of their respective insurance carriers. AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect AGENCY, or FIRM, but are merely minimums. The obligations of FIRM to purchase insurance shall not, in any way, limit its obligations to AGENCY in the event that AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
8. In the event FIRM fails to furnish and maintain the insurance required by this Contract, the AGENCY, upon 7 days written notice, may purchase such insurance on behalf of FIRM, and FIRM shall pay the cost thereof to the AGENCY upon demand or shall have such cost deducted from any payments due FIRM. FIRM agrees to furnish to the AGENCY the information needed to obtain such insurance.
9. All insurance provided by FIRM shall provide that the insurance shall apply separately per claim against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
10. All insurance provided by FIRM shall be placed with insurers with a current A.M. Best's rating of no less than A: VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A: VII or a Best's rating is not obtained, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.

11. 30 days written notice shall be provided to AGENCY prior to the termination, cancellation or expiration of any insurance referred to herein.
12. AGENCY reserves the right to modify these requirements herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
13. FIRM agrees to furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. FIRM grants to AGENCY, in perpetuity, a license to use the drawings, specifications and other work products of FIRM and its consultants for its own purposes only after full and final payment is received. Reuse of any of the drawings, specifications or other work products of FIRM and its consultants without the written consent of FIRM, and/or the consultant, as the case may be, shall be at the risk of the AGENCY and AGENCY agrees to indemnify, defend and hold harmless FIRM, and/or its consultant, as the case may be, from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse. AGENCY shall endeavor to give FIRM prior written notice of AGENCY's intent to reuse any work products.
15. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to FIRM and for convenience and without cause upon not less than seven days' written notice to FIRM. In the event of termination for other than cause, FIRM shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due. FIRM may terminate this Agreement for cause upon 24 hours written notice of breach to AGENCY and for convenience and without cause upon not less than seven days' written notice to AGENCY.
16. FIRM agrees to maintain, without charge to the AGENCY, all records and documents for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, FIRM shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the AGENCY may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then FIRM shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to FIRM's failure to produce documents or otherwise appropriately respond to a request under the Act, then FIRM shall indemnify and hold the AGENCY harmless, damages including, costs, reasonable attorneys' fees.

IT IS MUTUALLY UNDERSTOOD AND AGREED that FIRM shall have the full control of the ways and means of performing the work referred to above and that FIRM or its employees, representatives or Subcontractors are in no sense employees of AGENCY, it being specifically agreed that FIRM bears the relationship of an independent FIRM to AGENCY.

This agreement shall be in full force and effect from the ____ day of _____, 2024 until such time as it is terminated by AGENCY.

CARY PARK DISTRICT

WT DESIGN GROUP

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date

Committee Memo

To: Committee of the Whole
From: Dan Jones, Executive Director
Date: September 12, 2024



RE: Consultant Recommendation/Professional Services Agreement - Comprehensive Master Plan Update - 2025

Providing exceptional recreation, parks and open space opportunities.

Introduction

The Park District uses a Comprehensive Master Plan (CMP) to guide agency direction and Board of Commissioner decision making. CMP are designed as 10-year documents. The Park District last completed its current CMP in September of 2016. The Board of Commissioners has directed staff to begin the process to update the CMP in FY2024-25.

Activities related to this project to be completed in FY2024-25 include, finding and contracting with a consultant, then beginning the process of data and input collection, development of strategies or plan to provide direction. The final CMP document is anticipated to be approved by the Board of Commissioners in FY2025-26, target is Fall of 2025.

A budget of \$130,000 was included in the FY2024-25 budget to complete this project.

Background

A CMP process utilizes an outside consultant to seek and acquire input from a variety of sources, inventory and memorialize various items that make up the Park District, organize the findings into a readable format, assemble a list of directives and direction for the Board of Commissioners to discuss, review and accept/approve.

In May 2024 staff presented the approach to consultant selection, work to be completed as part of CMP update and timeframe for entire project. In June 2024 the Board of Commissioners identified a Review Team to review Request for Proposal (RFP) responses, conduct interviews with respondents and make recommendations to the Board of Commissioners regarding a consultant. The Review Team included Commissioners Stanko and Carasso and staff Raica and Jones. Kelly participated as well as an observer. In June 2024 an RFP was issued with responses due in July 2024. A total of two responses were received. Both firms were interviewed in August 2024 by the Review Team.

The RFP was issued jointly with the Palatine Park District and directed a fee discount be provided should both agencies choose to utilize the same firm. The Review Team of the Cary Park District will recommend Hitchcock Design Group (HDG) as the consultant and the Palatine Park District intends to do the same. HDG was selected for the Cary Park District CMP Update 2016 project, and both Board of Commissioners and staff were pleased with their work and deliverables.

A scope review was completed with HDG in August 2024. As a result of the scope review and comments received from the Review Team, staff adjusted items as follows:

Committee Memo

Plan Phase

- Scope item added to include develop of focus questions for a staff facilitated Board discussion or Board direct submission. No fee change. Scope item A.5.

Connect Phase

- Revised the stakeholder focus groups to include 1 in person focus group for seniors. Will adjust the fee to include. Scope item B.3.
- Kept the one (1) community meeting in the base scope with one (1) pop-up event added in place of visiting all the parks. No fee change. Scope item B.4.
- Revised the scope to include the online survey as part of the base scope per the RFP. No fee change. Scope item B.5.

Analyze Phase

- Revised to only visit key parks with written summaries and add a pop-up event in place of all other park visits. Scope item CMP A.6.

Implement Phase

- Revised the scope to include a 3rd Board meeting. Will adjust the fee to include. Scope item CMP D.3.

The revised fee after scope revisions for HDG is \$116,500. This amount is well under the number included in FY2024-25 budget of \$130,000.

The Park District remains on target to meet its deadlines via the projected time frame provided previously for review in May 2024. Certain facets of this schedule were tweaked prior to RFP release (June 2024) to line up meetings of the Cary Park District and Palatine Park District Boards of Commissioners.

June 2024 – RFP available for response (Complete)

July 2024 – Interviews/Review of respondent qualifications. (Complete)

August 2024 – Recommendation to Board of Commissioners of consultant. (September 2024)

September/October 2024 – Kick off project. (October 2024)

September/October 2025 – Acceptance/approval of final version of Comprehensive Master Plan Update by the Board of Commissioners.

Attorney Derke Price of Ancel Glink has reviewed the professional services agreement.

Review Team Recommendation

The Review Team recommends Hitchcock Design Group as the consultant to develop and provide the Park District with Comprehensive Master Plan Update 2025.

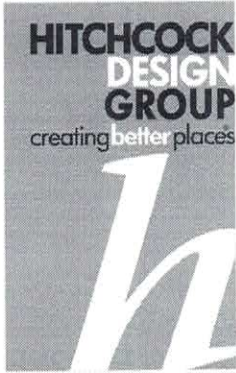
Staff Recommendation

Staff concurs and supports the recommendation of the Review Team.

Committee Memo

Motion(s) to Consider

Move to recommend Board of Commissioners approval of a professional services agreement with Hitchcock Design Group to develop and provide Comprehensive Master Plan Update 2025 in the amount of \$116,500 plus reimbursable expenses.



September 9, 2024

Dan Jones
Executive Director
Cary Park District
255 Briargate Road
Cary, Illinois 60013

RE: Community Wide Needs Assessment and Comprehensive Master Plan

Dear Dan,

Thank you for selecting the Hitchcock Design Group team for your Needs Assessment and Comprehensive Master Plan update. We appreciate the opportunity to continue our work with you and the Cary Park District.

PROJECT UNDERSTANDING

The Cary Park District's previous comprehensive plan is approaching the end of the intended cycle establishing the need to engage a planning team to update the plan looking forward the next five to ten years. In addition to the time that has passed since your last plan, the context of the recreation industry has also continued to evolve.

One influential factor was the pandemic we all experienced. While that is getting further in the rearview mirror, it has still left an impact on the context of recreation needs. It's also important to re-engage the community, understand the changing needs and interests, and continue to provide inclusive and equitable services.

PROJECT TEAM AND EXPERIENCE

Hitchcock Design Group has been leading planning projects for Park Districts and Municipalities for over 20 years with Senior Leadership that has over 30 years-experience in the industry. We also have a dedicated group of staff that focus solely on Parks and Recreation that we refer to as our "Recreation Studio," of which I am the managing Principal. This experience provides you with a team with in-depth knowledge of your industry.

Hitchcock Design Group will be the lead consultant responsible for project communications, community engagement, facilitating meetings, park and open space assessment, and development of the final reports. As the Managing Principal of our Recreation Studio with over 25 years of experience, I will be the Project Principal and oversee our teams work. Doug Fair, another Principal with our studio, will bring his experience as the Project Manager and Senior Planner, Jenna Beck, also one of our studio's experienced planners, will be the Planning Assistant, and Max Goettler will be the Technical Assistant.

We have also assembled a team of trusted partners that have a recreation focus, both local and national planning experience, and a history of collaborating on Comprehensive Planning projects together. Williams Architects will join our team to provide facility analysis and strategy development. Recreation Results will provide analysis and recommendations for recreation programs and services. Bobbi Nance, the founder of Recreation Results, also worked in the Park and Recreation industry prior to beginning her consulting career bringing a working knowledge of agency operations.

Lauterbach & Amen will join our team as a financial planner to assist with high-level financial analysis and funding strategies to support the five (5) year action plan detail. Lastly, ETC Institute, and nationally recognized company, will provide statistically valid surveying services.



Thank you again for selecting our team to partner with you on this important agency initiative!

Best regards,
Hitchcock Design Group

Steve Konters, PLA
Senior Principal

To authorize this work, please sign and return this Agreement to Hitchcock Design Group. A countersigned agreement will be returned to you. Thank you for your business!

Accepted: _____
Dan Jones, Executive Director, Cary Park District **Date**

Accepted: _____
Steve Konters, Senior Principal **Date**

Attached: Hitchcock Design Group Scope of Services dated September 4, 2024, HDG Standard Terms and Conditions, and Cary Park District ICA for Professional Services are each made part of this agreement



Scope of Services

Community Wide Needs Assessment and Comprehensive Master Plan

Community Wide Needs Assessment

A. PLAN: Administrative Planning Phase

Process: The Hitchcock Design Group team will:

1. **[STAFF MILESTONE MEETING #1]** Meet with Staff and conduct an Administrative **Kick-off Meeting**:
 - a. Primary topics to include, but not be limited to:
 - i. Team members
 - ii. Task force/advisory committee
 - iii. Key goals, objectives and priorities
 - iv. Public and stakeholder input protocol
 - v. Agency data, demographics and trends
 - vi. Park, facility, and program data
 - vii. Management and operational concerns
 - viii. Capital planning and budgets
 - ix. Preliminary timeline
2. Directly following the Kick-Off meeting, conduct an approximate 1-2 hour **Planning Area Driving Tour** with key individuals utilizing District bus or vehicles as available.
3. Prepare a **Detailed Project Schedule** identifying approximate timelines for each phase of the project, key milestones, community engagement events, deliverable dates and review periods, team meetings, Park Board meetings, and targeted completion. Provide a draft for your review and revise as needed.
 - a. As key milestones and meetings are confirmed, we will send out and manage calendar invites and reminders for the team and Park District staff.
 - b. We will review the project schedule at each meeting and milestone and evaluate adjustments as needed.
4. We will establish **Standing Virtual Monthly Check-Ins** with the Park District leadership team and provide **Bi-Weekly Email Updates** on progress and action items. We will remain flexible with the frequency of the Virtual Check-Ins and increase the frequency as needed to work with your leadership team's schedule, workload, and maintain the overall project schedule.
5. Prepare a **List of Park Board Focus Questions** regarding priority planning objectives for Board members to define at the beginning of the planning project. Provide the list to Park District staff for staff to review with the Board at an upcoming Park Board meeting.

B. CONNECT: Community Engagement Phase

Process: The Hitchcock Design Group Team will:

1. Establish a **Project Website and Digital Marketing Materials** to assist the District in publicizing the Community Meetings through the design process.
 - a. The project website will be hosted on the HDG web platform for the duration of the planning project. We will provide an initial website draft with Park District project branding, text, and support images for Park District review and approval. We will update the website periodically with community meeting details, survey data, and progress updates.



- b. We will work with the Park District to develop the most appropriate marketing strategies for the community meetings and provide digital messaging and graphics for the Park District use in printing and distribution. Strategies may include:
 - i. Social media posts
 - ii. Email communications to residents and stakeholders
 - iii. Fliers for posting at community facilities with website QR code
 - iv. Post cards with website QR code for distribution at events
 - v. "Yard Signs" to be posted at key parks and facilities
2. **[COMMUNITY ENGAGEMENT EVENT #1] Conduct a Statistically Valid Survey:**
 - a. Preparation:
 - i. Prepare written survey
 1. Share examples and conduct discussion
 2. Prepare draft
 3. Make up to two (2) rounds of revisions
 - b. Participants:
 - i. Random sampling
 - ii. Distributed to reasonably reflect demographic composition (geographic dispersion, gender, race/ethnicity)
 - c. Method:
 - i. Custom survey instrument
 - ii. Designated sample quantity 300
 - iii. Designated margin of error and level of confidence percentages (TBD)
 - iv. Tabulated report deliverable
3. **[COMMUNITY ENGAGEMENT EVENT #2] Conduct Virtual Stakeholder Meetings** for stakeholders to be determined **and One (1) In-Person Focus Group Meeting** for seniors during a one-half (1/2) day stakeholder interview session (at a location provided by you and with stakeholders invited by you) to mine constituent interests.
 - a. Participants:
 - i. Representatives of service organizations, specialized associations, and other local agencies
 - ii. Representatives / community leaders for targeted demographic and underserved populations
 - b. Method:
 - i. Focus group setting
 - ii. Facilitated discussion questions
 - iii. Written summary deliverable
4. **[COMMUNITY ENGAGEMENT EVENTS #3 AND #4] Conduct One (1) Community Input Meeting and One (1) Pop-Up Event** (at locations provided by you with participants invited by you) to provide an additional opportunity for public input. **Additional meetings or Pop-Up Events** can be added upon request per the costs identified in the fee structure.
 - a. Participants:
 - i. Community-at-large
 - b. Method:
 - i. Focus-question banner and brainstorming wall exhibit for indoor events, and booth with reference boards and comment cards for outdoor events
 - ii. Marketing materials to promote the project website and online survey
 - iii. Support tools (sign-in, notecards, stickers, pens) for meeting operation
 - iv. Written summary with ranked input deliverable



5. [COMMUNITY ENGAGEMENT EVENT #5] Conduct an **Online Survey**:
 - a. Preparation:
 - i. Establish web platform
 - ii. Supplement questions and topics used in the Statistically Valid survey and prepare online survey tool:
 - iii. Prepare draft
 - iv. Make up to two (2) rounds of revisions
 - b. Participants:
 - i. Community-at-large
 - ii. Users and non-users
 - c. Method:
 - i. Online web-platform, linked to agency website
 - ii. Survey Monkey instrument (multiple choice)
 - iii. Survey promoted by agency
 - iv. Four-week post period
 - v. Tabulated response summary deliverable
6. [STAFF WORKSHOP] Staff Focus Group Workshop:
 - a. Participants: Department heads and key staff
 - b. Method: Conduct a one-hour workshop to evaluate and discuss District wide needs for programs, parks, and facilities
7. Prepare written **Draft Needs Assessment Summary** assembling results of individual community engagement events, survey, staff workshop, and common themes and potential priorities.
8. [STAFF MILESTONE MEETING #2] Conduct Staff Leadership team meeting to review the **CONNECT: Needs Assessment and Community Engagement Phase** findings and deliverables for input and direction to proceed with Park Board Workshop.
9. [BOARD MEETING #1] Conduct Board Workshop to review the **CONNECT: Needs Assessment and Community Engagement Phase** findings and deliverables and conduct focus group session / discuss priorities, thoughts and prioritized preferences with elected officials.
10. Prepare written **Final Needs Assessment Summary Report** based on Staff and Board direction, and for use in advancing into the Comprehensive Master Plan phase of work.

Comprehensive Master Plan

A. ANALYZE: Inventory and Analysis Phase

Process: The Hitchcock Design Group team will:

1. [STAFF MILESTONE MEETING #3] Conduct a Virtual Meeting with the Staff Leadership team to review the Comprehensive Master Plan phase transition, schedule, and next steps.
2. Collect data from current available resources for **Trends, Demographics and Agency Data** including:
 - a. Industry Trends
 - i. State Recreation Facilities Inventory
 - ii. Sports and Fitness Topline Report, by Sports & Fitness Industry Association (SFIA)



- iii. Participation Report, by Physical Activity Council
 - iv. Participation Report, by National Sporting Goods Association
 - b. Demographics
 - i. Population, current and projected
 - ii. Gender, age and ethnicity
 - iii. Income
 - c. Disadvantaged populations
 - i. GIS Mapping identifying key underserved areas
 - d. Agency Data
 - i. Previous surveys
 - ii. Previous Comprehensive Master Plan
 - iii. Capital Improvement/Replacement Plans
 - iv. Park and Amenity inventory data
 - v. Facility data and floor plans
 - vi. Other planning documents
 - vii. Agency organization
3. Prepare new **Comprehensive GIS Mapping** that includes:
 - a. Parks and Open Space:
 - i. Agency
 - ii. School district + Municipal +County
 - b. Boundaries:
 - i. Agency +Municipal
 - ii. Planning areas
4. Inventory and Analyze **Recreation Program Data** including:
 - a. Existing community data and reports:
 - i. Program guides
 - ii. Website and social media usage
 - iii. Program agreements
 - iv. Available program reports
 - b. RecTrac Data:
 - i. Program inventory, offerings, and trends
 - ii. Participant demographics, characteristics, geographic reach
 - iii. Registration, purchasing, and customer retention trends
 - c. Program Portfolio
 - i. Staff questionnaire and worksheet on program offerings and health followed by Staff Program Workshop
 - ii. Analysis of offerings by category, type, age segment
 - iii. Lifecycle analysis
5. Inventory and Analyze architectural **Facility Data** including:
 - a. Inventory:
 - i. Physical condition (via facility visits):
 1. General compliance with standards and guidelines
 2. Functionality and aesthetics
 3. Useful-life observations (structure, systems)



- ii. Supporting data:
 - 1. Document general photographic inventory
 - 2. Indoor space square footage for each facility (total, restroom/locker, admin, activity, recreation and fitness, other) based on plans provided by Agency
 - b. Analysis:
 - i. Level of Service Analysis (table) based on total programmable square footage compared to current Regional benchmarks
6. Inventory and Analyze **Park Data** including:
- a. General Inventory
 - i. **Visit Key Community Parks** and review general conditions
 - ii. Provide a written summary of each visited park including:
 - 1. Summary of observations
 - 2. Summary of site programming
 - b. Analysis:
 - i. Update Acreage Level of Service Analysis (LOS, by asset class)
 - 1. LOS of total owned, leased and managed acreage
 - 2. Compared to national (NRPA) LOS standards and Park Metrics (NRPA) database benchmarks
 - ii. Asset Distribution
 - 1. Mini (1/4 mi)
 - 2. Neighborhood (1/2 mi)
 - 3. Community (1 or 2 mi)
 - 4. Overall
 - iii. Amenity Quantity and Distribution
 - 1. Distribution
 - 2. Deficiencies compared to recognized benchmarks (NRPA, State)
7. Inventory **Park District Trails** including:
- a. Develop trail map using GIS data as available for local, CMAP, county, and regional trails.
 - b. Classify existing trails according to both existing and proposed paved multi-use, non-paved multi-use, and on street
8. **[STAFF MILESTONE MEETING #4]** Meeting with staff to review **ANALYZE: Inventory and Analysis Phase** findings and deliverables.

B. ENVISION: Alternative Strategies Phase

Process: The Hitchcock Design Group Team will:

- 1. Conduct **Planning Team Visioning Session**
 - a. Synthesize all of the data gathered to date and highlight agency's desired outcomes of the planning process
 - b. Conduct workshop with consultant team and develop preliminary strategies



2. Develop preliminary Strategies for **Recreation Programs and Services** including best practices for:
 - a. New or expanded indoor programs
 - b. New or expanded outdoor programs
 - c. Marketing and outreach recommendations
 - d. Program decommissioning
 - e. Further study and/or planning recommendations
3. Develop preliminary Strategies for building **Facilities** including:
 - a. Modifications
 - b. Adaptive reuse / use-changes
 - c. Expansion or decommissioning
 - d. General maintenance
 - e. New facilities
 - f. Further study and/or planning recommendations
4. Develop preliminary Strategies for **Parks, Open Space, and Trails** including:
 - a. Additional amenities, features and infrastructure
 - b. Natural resource management
 - c. General accessibility recommendations (not transition planning)
 - d. General maintenance
 - e. New parks
 - f. Land acquisition due to level of service, service area or land-use deficiencies
 - g. Trail connectivity
 - h. Further study and/or planning recommendations
5. Prepare written preliminary **Strategies Summary** describing strategies, justification points and appropriate specifics.
6. [STAFF MILESTONE MEETING #5] Meet with Staff to review the **ENVISION: Alternative Strategies Phase** recommendations and deliverables.

C. PRIORITIZE: Preferred Strategies Phase

Process: The Hitchcock Design Group Team will:

1. Update written **Strategies Summary** incorporating Staff input refining descriptions and adding appropriate implementation strategies and **Ranked Categories** of high, medium, and low.
2. Develop **Action Plan**
 - a. Narrative of preliminary Strategies and the steps necessary to achieve them
 - b. Prioritization, based on ENVISION Phase input
 - c. Timeline
3. Develop **Preliminary Budgets** for capital projects
 - a. Order of magnitude systems descriptions and estimated costs
 - b. Soft cost, contingency and escalation estimates
4. Develop **Funding Strategies**
 - a. Debt issuance and restructuring
 - b. Fund reserves



- c. Grants
 - d. Foundation and donations
5. **[STAFF MILESTONE MEETING #6]** Meet with Staff to review the **PRIORITIZE: Preferred Strategies Phase** recommendations and deliverables. Deliver one hard copy and digital copy of deliverables.
 6. **[BOARD MEETING #2]** Conduct Board Workshop to review the **ENVISION: Alternative and Preferred Strategies Phase** recommendations and deliverables.

D. IMPLEMENT: Final Comprehensive Master Plan Phase

Process: The Hitchcock Design Group Team will:

1. Develop the draft **Comprehensive Parks and Recreation Master Plan** deliverable by assembling all information from the planning process in a booklet format, following the following general format:
 - a. Executive Summary: process, primary goals and objectives
 - b. Introduction document description, credits
 - c. Chapter One: ENVISION: Alternative Strategies
 - d. Chapter Two: PRIORITIZE: Action Plan
 - e. Chapter Three: ANALYZE: Inventory & Analysis
 - f. Chapter Four: CONNECT: Community Engagement
 - g. Chapter Five: Appendix Supporting Information
2. **[STAFF MILESTONE MEETINGS #7]** Meet with Staff up to review the **IMPLEMENT: Final Comprehensive Master Plan Phase** recommendations and deliverables. Deliver one hard copy and digital copy of deliverables.
3. **[BOARD MEETING #3]** Prepare for and conduct final Board presentation of the **IMPLEMENT: Final Comprehensive Master Plan Phase** recommendations and deliverables.
4. Receive comments from Staff and Board; make one round of **Final Revisions** to the Master Plan deliverable.
5. Print and deliver **Hard Copies** of the Final Master Plan deliverable (as a reimbursable expense) and deliver to Staff.

E. POST PLANNING SERVICES: Action Plan Review

1. **[STAFF MEETINGS]** At your request, conduct a **follow-up meeting each calendar year** following Master Plan adoption (up to three years) with Staff to review Action Plan, Agency's contextual changes, and Master Plan accomplishments. Make an update to the Action Plan and issue digital replacement.

Proposed Professional Fee Structure

The following Fee Structure follows the format outlined Scope of Services dated September 4, 2024.

Professional Fee Structure

PLAN & CONNECT:	Needs Assessment:	\$33,000
ANALYZE:	Data Inventory and Analysis:	\$38,000
ENVISION & PRIORITIZE:	Visioning and Strategy Development:	\$32,000
IMPLEMENT:	Final Report Development:	<u>\$13,500</u>
	Subtotal:	\$116,500

Reimbursable Expenses:

Draft printing (materials for staff / board review meetings):	\$200
Mileage (tours, site visits, meetings):	\$300
Printing of Final plans:	<u>as requested, at cost</u>
	Subtotal: \$500

Total: \$117,000

Optional Services:

1. Community Pop-Up Events: Per Event \$1,800

Additional Services:

1. Additional Community Workshops: Per Workshop \$1,600
2. Additional Park Board Meeting Attendance: Per Meeting \$950



HITCHCOCK DESIGN GROUP STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – These Standard Terms and Conditions, and the accompanying Proposal Letter and Scope of Services constitute the full and complete Agreement (Agreement) between the Client (Client) and Hitchcock Design, Inc., dba Hitchcock Design Group (HDG), and may be amended, added to, superseded, or waived only if both parties agree in writing. The Project title is identified in the Proposal Letter.
2. **DOCUMENTS** — ~~All reports, notes, drawings, specifications, data, calculations, and other documents prepared by HDG (“Documents”) are instruments of HDG’S services that shall remain HDG’S property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without HDG’S express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to HDG’S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless HDG from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.~~
3. **CONSTRUCTION PHASE SERVICES** – When construction-phase services are included in HDG’s scope, HDG will visit the site periodically to determine in general whether construction is proceeding in a manner consistent with the intent of the Documents. HDG is not responsible for the contractor’s construction means, methods, techniques, sequencing, or procedures, or for safety or programs in connection with the Project.

In the event that HDG’S scope of services does not include construction phase services and our work is used for construction by the Client, HDG shall not be responsible for the interpretation, accuracy, or completeness of the Documents. Client agrees to defend, indemnify, and hold harmless HDG from and against losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from the design Documents.
4. **STANDARD OF CARE** – HDG and its subconsultants (if applicable) will exercise that degree of care and skill ordinarily exercised by other landscape architects and planners on similar projects at the time and locations such services are rendered. ~~Client agrees that services provided will be rendered without warranty, express or implied.~~
5. **OPINION OF PROBABLE COSTS** – When required as part of HDG’s services, HDG will furnish opinions of probable cost, but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by HDG hereunder will be made based on HDG’s experience and qualifications and will represent HDG’s judgment as an experienced and qualified design professional. Client agrees that HDG does not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions, or contractors’ methods of determining prices, or performing the work.
6. **SUSPENSION/TERMINATION OF WORK** — ~~The Client may, upon seven (7) days written notice, suspend or terminate the Agreement with HDG. The Client shall remain liable for and shall promptly pay HDG for all services performed to the date of suspension or termination. HDG may suspend or terminate the Agreement with Client upon seven (7) days written notice if the Client fails to perform in accordance with this Agreement.~~
7. **LIABILITY** – HDG will furnish general and professional liability insurance certificates upon request. The Client agrees that HDG’S total aggregate liability to the Client for injuries, claims, losses, expenses, or damages, including attorney’s fees, arising out the Project or this Agreement, including, but not limited to, HDG’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall be limited to the compensation actually paid to HDG under this Agreement.
8. **BILLING AND PAYMENT** – Client shall pay HDG in accordance with the professional service fees identified in the Proposal Letter, plus expenses at ~~100+15%~~ of actual cost. HDG will submit to Client, on a monthly basis, an invoice for services performed and expenses incurred during the previous period. **Payment will be due in accordance with the provisions of the Illinois Local Government Prompt Payment Act within thirty (30) days of the invoice date, or 10-business days from the Client’s prime agreement payment terms.** In the event Client fails to pay HDG within thirty (30) days of the due date, Client agrees that HDG shall have the right to consider that event a breach of this Agreement, and upon seven (7) days written notice, HDG’s services and responsibilities may be either suspended or terminated. Client agrees to compensate HDG for services performed regardless of Client’s ability to secure loans, mortgages, additional equity, grants, payment from Client’s client, or other supplementary financing for the project. Client agrees to pay HDG with ACH digital check. Instructions will be sent with the invoice(s). If Client requires HDG to receive payment by mailed-check, Client agrees to mail check payments to the PO Box Payment Remittance Address below.
9. **Permits** - Unless specifically described in this Agreement, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
10. **CONSEQUENTIAL DAMAGES** – HDG and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of this Agreement.
11. **MISCELLANEOUS**
Governing Law: The substantive laws of **Illinois** shall govern any disputes between HDG and the Client arising out of the interpretation and performance of this Agreement.
Mediation: HDG and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
HDG Reliance: Unless otherwise specifically indicated in writing and where reasonable to do so in the exercise of the Standard of Care, HDG shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.
Certifications: HDG will not sign documents requiring HDG to certify, guaranty, or warrant existence of conditions that would require knowledge, services or responsibilities beyond this Agreement.
Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or HDG. HDG’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against HDG because of this Agreement or HDG’s performance of services hereunder.
Waiver of Subrogation – Both parties to this Agreement waive all rights of subrogation and for damages during construction except to the extent covered by property insurance or other insurance applicable to the work or the project.

Authorization - If HDG is authorized to provide these services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement and agrees to compensate HDG for such services in accordance with the payment terms outlined herein.

INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL AND OTHER SERVICES

THIS AGREEMENT entered into by and between HITCHCOCK DESIGN GROUP (hereafter "FIRM") and THE CARY PARK DISTRICT (hereafter "AGENCY").

WHEREAS, FIRM will be performing services and work for AGENCY in accordance with the following: Proposal of Hitchcock Design Group dated **September 4, 2024** together with HDG's Standard Terms and Conditions (as amended by the parties) (hereafter "Proposal"); all of which are attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, in the event of a conflict between terms and conditions of this Agreement, the FIRM's Standard Terms and Conditions, the Proposal and the RFQ, such conflicts shall be resolved in the following order of precedence: (1) this Agreement; (2) the Proposal; (3) the Standard Terms and Conditions; and (4) the RFQ.

WHEREAS, Exhibit A, together with this document, collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement"; and

WHEREAS, FIRM may have subconsultants, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, FIRM hereby agrees:

1. As required by the applicable professional standard of care, to comply with applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body currently in effect at the time this agreement is signed. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which FIRM must comply, are the Americans with Disabilities Act, all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, FIRM agrees to indemnify and hold harmless AGENCY and its officers, officials, employees, and volunteers from and against 3rd party damages, losses and expenses, including legal fees (reasonable attorneys and paralegals fees, expert fees and court costs) to the extent caused by the negligent performance of FIRM's work, provided that any such damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of FIRM, any Subcontractor, anyone directly employed by any of them or anyone for

whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which AGENCY would otherwise have. FIRM shall similarly, indemnify and hold harmless, AGENCY, its officers, officials, employee, and volunteers against and from 3rd party damages, costs, causes, actions and expenses, including reasonable legal fees, incurred by reason of FIRM's breach of any of its obligations under, or FIRM's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for FIRM or any Subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Insurance, and Professional Liability Insurance in at least the type and amounts as follows:
 - a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability

\$1,000,000.00	Per Accident
\$1,000,000.00	Disease, Policy Limit
\$1,000,000.00	Disease, Each Employee
 - b. Commercial General Liability:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products Completed Operations Aggregate
\$1,000,000.00	Personal and Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 50,000.00	Fire Damage (any one fire)
\$ 5,000.00	Medical Expense (any one person)
 - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
 - ii. Property Damage

\$1,000,000.00	Per Occurrence
----------------	----------------
 - iii. Umbrella Excess Liability:

\$2,000,000.00	over Primary Insurance
----------------	------------------------
 - d. Professional Liability (Errors and Omissions) Insurance appropriate to the FIRM's profession
 - i. \$1,000,000 Per Claim
 - ii. \$2,000,000 Aggregate
4. To have all policies of insurance purchased or maintained in fulfillment hereof name the AGENCY as an additional insured thereunder except the professional liability and workers compensation and the FIRM shall provide AGENCY with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of AGENCY to demand any certificate,

endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of FIRM's obligation to maintain such insurance. The FIRM agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the FIRM will provide copies of any or all policies of insurance maintained in fulfillment hereof.

AGENCY shall have the right, but not the obligation, of prohibiting FIRM or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by AGENCY.

Failure to maintain the required insurance may result in termination of this Contract at AGENCY's option.

5. FIRM shall cause each consultant employed by FIRM to purchase and maintain insurance of the type specified above. When requested by the AGENCY, FIRM shall furnish copies of certificates of insurance evidencing coverage for each consultant.
6. For any claims related to this contract, FIRM insurance coverage shall be primary insurance except the professional liability and workers compensation as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the FIRM insurance and shall not contribute with it.
7. Nothing contained in this Contract is to be construed as limiting the liability of FIRM, the liability of any Subcontractor or any tier or either of their respective insurance carriers. AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect AGENCY, or FIRM, but are merely minimums. The obligations of FIRM to purchase insurance shall not, in any way, limit its obligations to AGENCY in the event that AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
8. In the event FIRM fails to furnish and maintain the insurance required by this Contract, the AGENCY, upon 7 days written notice, may purchase such insurance on behalf of FIRM, and FIRM shall pay the cost thereof to the AGENCY upon demand or shall have such cost deducted from any payments due FIRM. FIRM agrees to furnish to the AGENCY the information needed to obtain such insurance.
9. The General Liability insurance provided by FIRM shall provide that the insurance shall apply separately per claim against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
10. All insurance provided by FIRM shall be placed with insurers with a current A.M. Best's rating of no less than A: VII using the most recent edition of the A.M. Best's Key Rating Guide. If the

Best's rating is less than A VII or a Best's rating is not obtained, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.

11. 30 days written notice shall be provided to AGENCY prior to the cancellation of any insurance referred to herein.
12. FIRM agrees to furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
13. FIRM grants to AGENCY, in perpetuity, a non-exclusive and irrevocable license to use the drawings, specifications and other work products of FIRM and its consultants for AGENCY's own purposes only after full and final payment is received. Reuse of any of the drawings, specifications or other work products of FIRM and its consultants without the written consent of FIRM, and/or the consultant, as the case may be, shall be at the risk of the AGENCY and AGENCY agrees to indemnify, defend and hold harmless FIRM, and/or its consultant, as the case may be, from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse. AGENCY shall endeavor to give FIRM prior written notice of AGENCY's intent to reuse any work products.
14. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to FIRM and for convenience and without cause upon not less than seven days' written notice to FIRM. In the event of termination for other than cause, FIRM shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due. FIRM may terminate this Agreement for cause upon 24 hours written notice of breach to AGENCY and for convenience and without cause upon not less than seven days' written notice to AGENCY.
15. FIRM agrees to maintain, without charge to the AGENCY, all records and documents for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. to the extent applicable to FIRM. In addition, FIRM shall provide AGENCY with records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the AGENCY may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then FIRM shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act.

IT IS MUTUALLY UNDERSTOOD AND AGREED that FIRM shall have the full control of the ways and means of performing the work referred to above and that FIRM or its employees, representatives or Subcontractors are in no sense employees of AGENCY, it being specifically agreed that FIRM bears the relationship of an independent FIRM to AGENCY.

This agreement shall be in full force and effect from the ____ day of _____, 2024 until such time as it is terminated by AGENCY.

CARY PARK DISTRICT

HITCHCOCK DESIGN GROUP

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date