

NOTICE OF FINANCE COMMITTEE MEETING
Wednesday, April 20, 2022
Immediately Following the 5:00 p.m.
Lakefront, Parks, and Natural Areas Committee Meeting

Park District of Highland Park
Board of Park Commissioners
636 Ridge Road, Highland Park, IL 60035
No Live Stream

FINANCE COMMITTEE MEETING AGENDA

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **ADDITIONS TO THE AGENDA**
- IV. **APPROVAL OF THE FINANCE COMMITTEE MEETING MINUTES FROM MARCH 16, 2022**
- V. **RECREATION CENTER OF HIGHLAND PARK DECTRON SYSTEM REPLACEMENT**
- VI. **APRIL 2022 BID AND RFP RESULTS**
- VII. **OTHER BUSINESS**
- VIII. **OPEN TO PUBLIC TO ADDRESS BOARD**
- IX. **CLOSED SESSION PURSUANT TO THE FOLLOWING SECTIONS OF THE OPEN MEETINGS ACT:** Section 2(c)1: The employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body; Section 2(c)5 – the purchase or lease of real estate including discussion on whether a certain parcel of property should be acquired; Section 2(c)6 – the setting of a price for sale or lease of property owned by the District; Section 2(c)8 – security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property; Section 2(c) 11 – litigation against or on behalf of the District or where the District finds that an action is probable or imminent; Section 2(c) 21 – the discussion of minutes lawfully closed under the Act, whether for the purposes of approval of said minutes or for conducting the semi-annual review of the minutes as set forth in section 2.06 of the Act.; Section 2(c) 29 - for discussions between internal or external auditors and the Board. Possible action by the Board on items discussed in closed session.
- X. **ADJOURNMENT**

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the Park District's ADA Compliance Officer, Brian Romes, at the Park District's Administrative Office, 636 Ridge Road, Highland Park, IL Monday through Friday from 8:30 a.m. until 5:00 p.m. at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 847-831-3810; fax number 847-831-0818.

**MINUTES OF A THE FINANCE COMMITTEE MEETING
OF THE PARK DISTRICT OF HIGHLAND PARK
HELD ON MARCH 16, 2022, 6:08 PM.**

Present: Commissioner Bernstein, Commissioner Freeman, Vice President Grossberg, President Ruttenberg

Absent: Commissioner Kaplan

Also, Present: Executive Director Romes; Director Smith; Director Voss; Director Peters; Director Carr; Director Gogola; Assistant Director Maliszewski; Assistant Director Murrin; Manager Schwartz, Manager Matzke; Manager Johnson; Coordinator Hejnowski

Guest Speaker: None

Additions to the Agenda

None.

Approval of the Finance Committee Meeting Minutes from February 16, 2022

The Minutes from the February 16, 2022 Finance Committee Meeting were approved.

Review of the Five-Year Capital Plan

Director Smith reviewed the Five-Year Capital Plan, sharing the current Year-End Projection for all 2022 project and highlighting how the cost increase in the Centennial Ice Arena Facility Renovation Project and the Park Avenue Breakwater and Boat Ramp projects impacts the overall plan.

Commissioner Bernstein would like Moroney Playground Replacement reduced from \$475,000 to \$300,000. If the community would like any of the additional options/features, he recommends that the Parks Foundation work with the community to raise funds.

Commissioner Bernstein would like to the know if there are any funds budgeted for Larry Fink for the field renovation supported by the Athletic Booster Club.

Director Smith reported that there are no funds budgeted at Larry Fink for the or the proposed field renovation. The renovations will be supported and funded through donations raised by the Athletic Booster Club.

Commissioner Bernstein would like the funds taken from the Moroney Playground Replacement to support the field renovation supported by the Athletic Booster Club at Larry Fink, and for staff to fund additional funds to support this renovation.

Director Smith reported that the contribution from the Highland Park Giants has reduced the overall cost for the facility renovations at Centennial Ice Arena. Staff will be requesting approval of the 10-year agreement between the Highland Park Giants and the Park District at the March 30 Regular Board Meeting. Woodhouse Tinucci developed a phase approached for the exterior of the facility regarding long-term maintenance, however staff needs to further investigate and take a closer look.

Finance Committee Meeting Minutes
March 16, 2022

President Ruttenberg would like to know who will be responsible for maintenance costs of the dedicated locker room for the Highland Park Giants.

Assistant Director Maliszewski reported that the term agreement is similar to a lease, however, staff will contact the District's legal counsel to determine payment responsibilities.

Commissioner Bernstein requested that staff further investigate and provide recommendations for long-term maintenance at a future meeting.

Director Smith reported that the Park District's obligation remains at \$2million, the additional funds to cover overage costs are being solicited by the community.

Commissioner Bernstein would like to know the status of the bridge replacement at Sunset Valley Golf Club.

Director Smith reported that the project is on schedule.

Commissioner Bernstein would like staff to investigate shade options for the golf course.

Ten-Year Funding Model

Director Peters shared the 10-Year Funding Model and reported that as of today, the District has \$27.6 million in the capital fund. Staff will transfer \$2 million from the recreation fund, \$1 million from the general fund, and \$500,000 from the special recreation fund to the capital fund. Staff are budgeting for \$10.7 million in capital expenses for tier 1-5 projects including \$767,399 of additional expenses from Centennial Ice Arena. For the period ending December 31, 2022, staff are projecting \$19.6 million available in the capital fund.

In 2024, the District will issue \$5.5 million in general obligation bonds, another \$6 million in 2028, and another \$9.1 million in 2031. For the period ending December 31, 2031, the District will have \$11 million in the capital fund.

Director Peters reported that \$1 million would be pulled from 2025 and transferred into 2023 capital projects to fast track the athletic field renovation supported by the Athletic Booster Club at Larry Fink.

Commissioner Bernstein would like to know how much of the 2023 and 2024 capital funds are allocated for West Ridge.

Director Smith reported that \$15 million is allocated between both years.

President Ruttenberg would like to know if there is flexibility in this model to cover other projects.

Director Peters reported that there is flexibility in the model, since the later years are estimated.

President Ruttenberg would like to know how much the District has to cover expenses for tier 6 projects in 2022 – 2024.

Director Peters would like to see where the interest rates go, since the funding model will need to be reviewed by PMA, since the bond issuance figures could change.

Commissioner Bernstein if the Board identifies a value project that is beneficial to the community, then there is some flexibility.

Director Peters reminded the Committee that there is over \$20 million in tier 6 projects.

Director Smith reported that staff evaluate the tiers each year as priorities could change.

Commissioner Bernstein would like to know if the renovation at Larry Fink could happen this year.

Assistant Director Maliszewski reported that the project could not be completed this year due to permitting.

Staff received consensus from the Finance Committee to place the contract from Gewalt Hamilton on the consent agenda at the March 30 Regular Board Meeting, so long as the project can be completed in phases.

March 2022 Bid Results

Staff provided a review of the recent bid openings and contract recommendations for the Moraine Park Path Improvements, Ecological Management for the Preserve of Highland Park, and the Hidden Creek AquaPark Pool Shell Replacement.

Moraine Park Path Improvements came in significantly over budget due to drainage, so staff are recommending to re-bid this project that uses a trench approach instead of boring to reduce the costs.

Commissioner Bernstein would like to know the impacts to the timeline if the project were re-bid.

Director Smith reported that the contractor would lose a month of construction.

Staff received consensus from the Finance Committee to re-bid this project.

The Preserve of Highland Park Ecological Management bid came in under budget at \$28,721.

Staff received consensus from the Finance Committee to place the proposal from Davey Resource Group on the consent agenda at the March 30 Regular Board Meeting.

Staff did not receive bids for the Hidden Creek AquaPark Pool Shell Replacement, so staff are recommending to re-bid this project and have a recommendation at the March 30 Regular Board Meeting.

Staff received consensus from the Finance Committee re-bid the Hidden Creek AquaPark Pool Shell Replacement.

Other Business

None.

Open to the public to address the Board

None.

March 16, 2022

Closed Session

A motion was made by Commissioner Bernstein, seconded by Commissioner Freeman to adjourn into Closed Session for discussion of Section 2(c)1: The employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body

Roll Call:

Aye: Commissioner Bernstein, Commissioner Freeman, Vice President Grossberg, President Ruttenberg

Nay: None

Absent: Commissioner Kaplan

Abstain: None

Motion Carried

The meeting adjourned into Closed Session at 7:11 p.m.

The meeting reconvened into Open Session at 7:25 p.m.

Action From Closed Session If Any

Commissioner Bernstein reported that the Finance Committee met in Closed Session under Section 2(c)1: The employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body.

No action was taken.

Adjournment

The meeting adjourned at 7:26 p.m.

Respectfully submitted,

Roxanne Hejnowski, Assistant Secretary



Memorandum

To: Finance Committee

From: Amalia Schwartz, Planning and Projects Manager, Jeff Smith, Director of Planning and Projects, Brian Romes, Executive Director

Date: April 20, 2022

Subject: **Recreation Center of Highland Park Dectron System Replacement**

Summary/Background

The Dectron System at the Recreation Center of Highland Park is a large mechanical unit that regulates the humidity in the pool room. The unit is approaching its useful life and requires regular maintenance. A well-running system is critical to supporting the swim programs at the RCHP.

The 2022 approved budget includes planning dollars to engineer the replacement of the Dectron Unit. The actual replacement is planned to take place in 2023.

The scope of work for this project is specialized. As such, the Park District requested a proposal from WT Group, LLC (WTG). WTG was the engineering firm that installed the current system when the RCHP was first built. The Park District of Highland Park has a good standing working relationship with WTG and WTG has good references and reputation working on similar project scopes.

Staff will present the recommended proposal for engineering services.

Financial Impact

The proposal includes costs for engineering and construction administration. Construction administration costs will not be incurred in 2022.

Cost for engineering services through the Bid/Award phase	\$24,200
Costs for construction administration <i>*2023 budget</i>	\$1,500
Total contract for engineering services (2022/2023)	\$25,700
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Approved 2022 Budget	\$25,000
Anticipated costs to be incurred in 2022	\$24,200
Potential amount <u>under</u> approved 2022 budget	\$700
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Construction administration to be budgeted in 2023	\$1,500

Recommendation

Staff recommends consensus from the Finance Committee to seek approval from the Park Board of Commissioners at the April 27, 2022 Regular Board Meeting to approve the contract with WT Group, LLC for engineering services and authorize the Executive Director to enter into an agreement in the amount not to exceed \$25,700 on the consent agenda.

March 10, 2022

**Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035**

Attn: Ms. Amalia Schwartz

**Re: Recreation Center of Highland Park
1207 Park Avenue West
Highland Park, IL 60035**

Dear Ms. Schwartz:

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 certain professional services for your project.

Understanding of Project Scope

As we understand, you require architectural, mechanical, electrical and structural engineering services for the proposed replacement of the natatorium dehumidifier, as indicated in your February 16, 2022 email

In the event that the project scope materially changes at any time during the project, WTG will evaluate the impact to our fee structure based upon the project phase, project progress, and extent of scope change. WTG will notify the client in advance of further work and provide a scope change authorization.

Services Provided by WT Group

WT Group will provide the following selected services:

- | | | |
|--|--|---|
| <input type="checkbox"/> Aquatic Engineering | <input checked="" type="checkbox"/> Mechanical Engineering | <input type="checkbox"/> ADA Consulting |
| <input type="checkbox"/> Civil Engineering | <input checked="" type="checkbox"/> Electrical Engineering | <input type="checkbox"/> Construction Mgmt. |
| <input type="checkbox"/> Land Surveying | <input type="checkbox"/> Plumbing Engineering | <input type="checkbox"/> Telecom Design |
| <input checked="" type="checkbox"/> Structural Engineering | <input type="checkbox"/> Scope Fire Prot. Specs. | <input checked="" type="checkbox"/> Architectural |

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. Unless otherwise stated, WTG is expressly not responsible for determining completion, accuracy, or performing reviews for any other services and information provided by others. 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

Analysis Phase

This phase includes the fieldwork necessary to verify the existing conditions for the development of a recommendations report. This report will contain at least two (2) options for the replacement of the dehumidifier and include estimated construction costs for each option. This phase also includes participation in up to one (1) meeting with client to discuss the report and select the preferred option.

Construction Documents Phase

This phase includes providing permit documents, consisting of drawings, specifications, required calculations and com-check report. This phase includes one (1) formal permit submission and response to permit comments. Submission/delivery to city by others.

Bidding & Negotiation Phase

This phase includes answering bidder questions and providing addenda & clarifications.

Construction Administration Phase

This phase includes review of shop drawings, manuals and other submittals and assistance with field orders, change orders, requests for information and clarifications.

Construction Observation Phase

This phase includes field observation visits and written reports for WT's discipline(s).

Fee Proposal

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

PHASE	ARCH	MECH/ELEC	STRUCTURAL	PHASE TOTAL
ANALYSIS PHASE	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 6,000.00
CD PHASE	\$ 3,000.00	\$ 7,200.00	\$ 3,000.00	\$13,200.00
BID & NEGOTIATION PHASE	\$ 4,500.00	\$ 500.00	N/A	\$ 5,000.00
CONST. ADMIN PHASE	\$ HOURLY	\$ 1,000.00	\$ 500.00	\$ 1,500.00
CONST. OBS. PHASE (PER VISIT)	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	PER VISIT
PRACTICE TOTAL	\$ 9,000.00	\$11,700.00	\$ 5,000.00	
TOTAL DESIGN PROPOSAL				\$25,700.00

If the Dectron unit is not located on the roof, the architectural CD phase is not applicable and the structural CD phase shall be reduced to \$1,000.

EXCLUSIONS

As-builts

SCOPE

This estimate is based upon our experience with similar projects. We will not exceed this upper limit without your prior approval. However, as indicated in this proposal, additional services and scope changes may require added fees.

WTG will make the Client aware at the earliest reasonable opportunity if we identify that the Project requires services that are out of Scope, excessive changes, or if additional services are warranted. The WTG representative will provide the new fee with written explanation and will require client approval prior to proceeding in any of these cases.

REIMBURSABLES

WTG may incur "Reimbursable" fees during our course of work. Examples of reimbursable costs include, but are not limited to prints, delivery service, local and long distance travel expenses, and notification fees. Reimbursable fees may be invoiced at cost plus 10%. Upon request, WTG can provide an estimated budget for reimbursable costs.

PAY TERMS

*The Project will be invoiced at milestone delivery dates and/or monthly based on percentage of completion of each phase. Payment is due within **THIRTY (30) days** of the invoice date. Should payments become delinquent, WTG reserves the right to execute any or all of the following: charge 1.5% interest per month, stop work on the project, all legal options such as collection agencies, filing liens on the property, and legal action.*

SIGNATURE PAGE

If the above agreement meets your approval, please initial each page, sign two (2) copies, and return one (1) original to us. On behalf of WT Group, I look forward to working with you on this project.

Respectfully Submitted,



**Joe Hainaut
Principal-In-Charge
Mechanical / Electrical / Plumbing Engineering Practice**

ACCEPTED BY:

Client Signature	Date
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Print Name	Title
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Project Contact Information

WT GROUP

Joe Hainaut	Principal-In-Charge
Primary Contact	Title

Office Phone #	630.244.0408	Cell Phone #	630.244.0408	Email	jhainaut@wtgroup.com
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CLIENT

Primary Contact	Title
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Office Phone #	Cell Phone #	Email
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WT GROUP – ACCOUNTING CONTACT

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

2022 BILL RATE SCHEDULE

ENGINEERING		CONSULTING	
Principal In Charge	\$ 195.00	Accessibility Specialist	\$ 160.00
Principal In Charge - Expert Testimony	\$ 350.00	CONSTRUCTION MANAGEMENT	
Principal	\$ 175.00	Construction Manager I	\$ 120.00
Engineer I	\$ 95.00	Construction Manager II	\$ 135.00
Engineer II	\$ 115.00	Construction Manager III	\$ 150.00
Engineer III	\$ 135.00	Site Superintendent I	\$ 70.00
Engineering Intern	\$ 75.00	Site Superintendent II	\$ 90.00
CAD/BIM Technician I	\$ 65.00	Site Superintendent III	\$ 110.00
CAD/BIM Technician II	\$ 75.00	ADMINISTRATIVE	
CAD/BIM Technician III	\$ 85.00	Chief Executive Officer	\$ 225.00
Designer I	\$ 75.00	Chief Operating Officer	\$ 195.00
Designer II	\$ 85.00	Chief Financial Officer/Chief Information Officer	\$ 175.00
Designer III	\$ 95.00	Chief Information Officer	\$ 175.00
Project Manager I	\$ 120.00	Human Resources Manager	\$ 150.00
Project Manager II	\$ 135.00	Business Development Specialist	\$ 150.00
Project Manager III	\$ 150.00	Marketing Manager	\$ 100.00
Field Data Collector	\$ 75.00	Office Manager	\$ 85.00
Crew Chief - Solo	\$ 150.00	A/R Manager	\$ 85.00
Crew Chief - Team	\$ 110.00	A/P Manager	\$ 85.00
Crew Chief - Team, Construction Staking	\$ 135.00	Accounting Clerk	\$ 75.00
Survey Crew Member	\$ 50.00	Administrative Assistant	\$ 75.00
Utility Locator	\$ 90.00	IT Technician	\$ 120.00
Permitting/Utility Coordinator	\$ 110.00	Receptionist	\$ 50.00
Department Coordinator/Project Coordinator	\$ 75.00	Custodian	\$ 50.00
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		

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 Design Professional 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. The Design Professional 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.
- e. Consultant makes no warranty, either expressed or implied, with respect to its services.

3. PAYMENT TERMS

- a. Consultant shall submit invoices monthly, or at project milestones, 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.
- c. If Client fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt of Consultant's statement, interest at the rate of 1.5% per month shall be added to the past amounts due to Consultant.

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 Consultant's invoices remain unpaid 30 days from the date of suspension of services, Consultant may terminate the Agreement.
- d. In the event of termination of this Agreement, 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.
- e. In the event of termination of this Agreement, 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. REUSE OF DOCUMENTS

All documents including but not limited to reports, drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Consultant shall retain all ownership and property interests therein even if the Project is not completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant will be without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation

shall entitle Consultant, and its independent professional associates or consultants, to compensation at the rates in effect at the time of the use.

7. 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.

8. PERMITS AND APPROVALS

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

9. ENVIRONMENTAL

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

10. JOBSITE SAFETY

The Design Professional 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.

11. INSURANCE

- a. Consultant shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide for coverage in such amounts, with such deductible provisions and for such period of time as set forth below, and certificates indicating that such insurance is in effect will be delivered to Owner:

Amount:	\$ 2,000,000
Deductible:	\$ 80,000

- b. Consultant shall procure and maintain Workman's Compensation, General Liability, and Automobile Liability insurance as set forth below. Consultant shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Consultant.

Workman's Compensation:	\$ 1,000,000
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General Liability: \$ 2,000,000/occurrence
 \$ 4,000,000/aggregate

Automobile Liability:
(hired and non-owned) \$ 1,000,000

- c. Owner shall cause Consultant and its independent professional associates and consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- d. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Owner shall require Contractor to cause Consultant and its independent professional associates and consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- e. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Consultant or its independent professional associates and consultants. Owner and Consultant waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Consultant shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

12. INDEMNIFICATION

- a. To the fullest extent permitted by law, Consultant agrees to indemnify and hold Client harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by Consultant's negligent

acts, errors or omissions in the performance of professional services under this Agreement.

- b. To the fullest extent permitted by law, Client agrees to indemnify and hold Consultant harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by the negligent acts, errors or omissions of Client or its agents or employees.
- c. To the extent that the claim at issue results from the negligence of both the Consultant and Client (or an entity or person for whom either is liable), Consultant and Client shall share the loss, cost, or expense in proportion to their relative degrees of fault.

13. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings (except for Consultant initiated claims for nonpayment for services), Consultant and Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by Consultant to mediation. Such mediation shall be conducted by the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

14. 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 fees invoiced by Consultant on the project or \$50,000, whichever is greater. Such causes include, but are not limited to, the Consultant's negligent acts, errors, omissions, strict liability, or breach of contract.

Notwithstanding the foregoing, to the fullest extent permitted by law, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.



Memorandum

To: Finance Committee

From: Brian Romes, Executive Director

Date: April 20, 2022

Subject: **April 2022 Bid and RFP Results**

Summary

Staff will provide a review of the recent bid and RFP openings and contract recommendations for the 2022 Lakefront Security Services, the 2022 Park Avenue Dredging Project, the Moraine Park Path Improvements, and the Heller Nature Center Entrance Improvements Project.