



**CHAMPAIGN
PARK DISTRICT**

**AGENDA
REGULAR BOARD MEETING
Bresnan Meeting Center
706 Kenwood Road, Champaign, Illinois
Wednesday, March 11, 2020
7:00 p.m.**

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC: *Comments must be limited to not more than three (3) minutes.*

C. COMMUNICATIONS

D. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of February 2020

E. EXECUTIVE DIRECTOR'S REPORT

1. Introduction of Interns
2. General Announcements

F. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

1. Attorney's Report
2. President's Report

H. CONSENT AGENDA

All items appearing below are considered routine by the Board and shall be enacted by one motion. If discussion is desired, that item shall be removed and discussed separately.

1. Minutes of the Regular Board Meeting, February 12, 2020
2. Minutes of the Executive Session, February 12, 2020
3. Approval of Amendment No. 2 to the Agreement with the Board of Trustees of the University of Illinois for summer employment of student athletes for two (2) years from June 2, 2020 through May 31, 2022
4. Park District FY21 Facility Fee Schedule for May 1, 2020 through April 30, 2021

I. NEW BUSINESS

1. Approval of Disbursements as of February 12, 2020
Staff recommends approval of disbursements for the period beginning February 12, 2020 and ending March 10, 2020. **(Roll Call Vote)**

Regular Board Meeting

March 11, 2020

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2. Approval to Apply for a Public Museum Grant
Staff recommends approval to apply for a Public Museum Capital Grant in the amount of \$750,000 from the State of Illinois Department of Natural Resources in support of upgrading the Virginia Theatre auditorium air conditioning.
3. Approval of a Resolution to Apply for a Bike Path Grant
Staff recommends approval to apply for a \$150,000 Bike Path grant, and authorization and signature of *Grant Program Resolution of Authorization* due to IDNR by March 16, 2020.
4. Approval to Enter into a Contract for FYE2020-2022 Auditing Services
Staff recommends accepting the quote received for auditing services from Martin Hood LLC and authorizing the Executive Director to enter into the initial contract term of three (3) years (or FYE2020-2022) in the amount of \$93,290.
5. Approval of an Agreement with Reifsteck Reid & Company Architects for Dodds 3-Plex Facility
Staff recommends approval of an agreement with Reifsteck Reid & Company Architects for the Dodds Park 3-Plex restroom/concession facility in the amount of \$18,300.

J. OLD BUSINESS

K. DISCUSSION ITEMS

1. FYE21 Capital Budget and the 2021-2026 Capital Improvement Plan

L. COMMENTS FROM COMMISSIONERS

M. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Park 120/2(c)(5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired and (c)(11) to address litigation affecting or on behalf of the particular body that is pending, probable or imminent.

N. RETURN TO REGULAR MEETING

O. ADJOURN

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE REGULAR BOARD MEETING
BOARD OF PARK COMMISSIONERS**

February 12, 2020

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, February 12, 2020 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. Vice President Miller presided over the meeting.

Present: Vice President Kevin Miller, Commissioners Barbara J. Kuhl, Jane L. Solon, and Timothy P. McMahon, Treasurer Donna Lawson and Attorney Guy Hall.

Absent: President Craig W. Hays.

Staff Present: Joseph DeLuce, Executive Director, Cindy Harvey, Assistant to the Executive Director/Board Secretary, Andrea Wallace, Director of Finance, Daniel Olson, Director of Operations, Jameel Jones, Director of Recreation, Jimmy Gleason, Director of Revenue Facilities, Tammy Hoggatt, Director of HR, Risk & IT, Chelsea Norton, Director Marketing and Communications, and Andrew Weiss, Director of Planning.

Also in attendance were Justice Miller, Sports Coordinator, and Jean Flood, League of Women Voters of Champaign County observer, and her husband, Richard Flood.

Call to Order

Vice President Miller called the meeting to order at 7:00 p.m.

Comments from the Public

There were no comments from the public.

Communications

Vice President Miller circulated the communications.

Treasurer's Report

Treasurer Lawson presented the Treasurer's Report for the month of January 2020. She stated the Park District's finances have been reviewed and found to be in appropriate order.

Commissioner McMahon made a motion to accept the Treasurer's Report for the month of January 2020. The motion was seconded by Commissioner Solon. The motion passed 4-0.

Executive Director's Report

General Announcements

Mr. DeLuce distributed a list of project updates to the Board. He asked the Board members to let him know if they have any questions regarding the projects.

Mr. DeLuce reported that the IAPD Legislative Breakfast hosted by the Champaign County Forest Preserve will be held on March 10, 2020 at 8:00 a.m. at the Lake of the Woods. He also reported that the Champaign Park Honors will be held on April 9, 2020 at the Virginia Theatre.

Committee Reports

Champaign Parks Foundation

Vice President Miller reported that the Foundation Board met on February 10, 2020. He noted that the Foundation received an additional \$500 donation toward the Ties & Tennies event. Vice President Miller stated that the beverages for the event were donated. The cost for advertising on the Mass Transit District bus was refunded because ads were not run. He reported that the net amount from the event was close to \$14,000. Vice President Miller stated that the Board discussed changes to the by-laws.

Report of Officers

Attorney's Report

Attorney Hall reported that he continues to work on a number Park District matters. He updated the Board on contractual issues with an architect that are being finalized. He also updated on contractual concerns with the proposed Paycom contract including provisions to limit liability and have disputes addressed in the state of Oklahoma. Discussion ensued. Commissioner Solon questioned whether the Board agreed to proceed with the contract with Paycom. Mr. DeLuce stated that staff felt that the terms of the contract should be addressed by Attorney Hall before bringing the item back to the Board for consideration. Commissioner Solon expressed concern about the legal fees spent on this matter. Attorney Hall stated that he would discontinue reviewing the contract. He also stated that if the Park District proceeds, there are other nuances related to the contract that will need to be addressed. Commissioner Kuhl expressed concern about the location for disputes and use of Oklahoma law. She stated she believes this service is needed, however, suggested that staff may research another company. Commissioner Solon stated that what learned at a conference about reimbursing employees for use of cellphones.

President's Report

Mr. DeLuce inquired about whether there was a need for a second meeting in March. Discussion ensued. It was the consensus of the Board to cancel the meeting scheduled for March 25, 2020.

Consent Agenda

Vice President Miller stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion. If discussion is desired, that item shall be removed and discussed separately.

1. Approval of Minutes of the Joint CPD/UPD Board Meeting, December 5, 2019
2. Approval of Minutes of the Regular Board Meeting, December 11, 2019
3. Approval of Minutes of the Regular Board Meeting, January 8, 2020

Commissioner Kuhl made a motion to approve Consent Agenda Items. The motion was seconded by Commissioner McMahon. The motion passed 4-0.

New Business

Approval of Disbursements as of January 8, 2020

Vice President Miller stated that staff recommends approval of disbursements for the period beginning January 8, 2020 and ending February 11, 2020.

Commissioner McMahon made a motion to approve the list of disbursements for the period beginning January 8, 2020 and ending February 11, 2020. The motion was seconded by Commissioner Solon. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; Vice President Miller – yes; and Commissioner Kuhl – yes. The motion passed 4-0.

Approval of 2020-2021 Program Guide Printing and Mail Preparation Bid

Ms. Norton presented the report. She indicated that the number of program guides that will be printed has been reduced significantly to reduce the Park District's financial and environmental impact. Ms. Norton reported after research staff discovered that numerous brochures were being returned as undeliverable. For certain carrier routes a postcard will be sent to the addressee as a notice that the guide is online or can be picked up at any Park District facility. There will also be a link for feedback. She stated that the Park District received one bid from its current vendor and that staff recommends awarding the bid for 2020-2021 program guide printing and mailing preparation that bidder, Woodward Printing, in the amount of \$45,190 for all three issues. Discussion ensued about the undelivered program guides. Ms. Norton noted that although program guides are returned from different areas, it appears that the largest returns are from apartment complexes. She anticipates that 7,000-9,000 postcards will be mailed. She addressed the bid process.

Commissioner McMahon made a motion to approve awarding the bid for 2020-2021 program guide printing and mailing preparation to the lowest responsible bidder, Woodward Printing, in the amount of \$45,190 for all three issues. The motion was seconded by Commissioner Solon. The motion passed 4-0.

Approval of Health Insurance Rates for 2020-2021

Ms. Hoggatt presented the report. Ms. Hoggatt reported that last year the Benefits Advisory Committee (BAC) negotiated flat rate with a 5% rate cap for this year. She reported that BAC is researching alternatives for next year which could include a deductible. Discussion ensued. Ms. Hoggatt stated that currently there is an out of pocket and copay, but no deductible. She reviewed the cost to the Park District and the employee and the overall increase amount.

Commissioner Kuhl made a motion to approve the health insurance rates for 2020-2021. The motion was seconded by Commissioner McMahon. The motion passed 4-0.

Approval to Apply for an Illinois Arts Council (IAC) Grant

Mr. Jones presented the report. He reported that this is the Park District's annual submission to the IAC. Mr. Jones stated that recommended approval to apply for a 2020 Illinois Arts Council grant. Discussion ensued about the grant. Mr. Jones stated that the maximum amount is \$30,000 and the Park District will apply for the full amount to use for cultural art programs.

Commissioner Kuhl made a motion to approve applying for a 2021 Illinois Arts Council Grant. The motion was seconded by Commissioner McMahon. The motion passed 4-0.

Approval of a Resolution and Authorization to file the Abatement Certificate for Series 2013A Bond

Ms. Wallace reported that this is the annual abatement on the alternate revenue bonds. It will reduce the debt service from the Park District's debt service property taxes that will be collected.

Commissioner Solon made a motion to approve a resolution and authorize staff to file the Abatement Certificate for Series 2013A Bond. The motion was seconded by Commissioner Kuhl. The motion passed 4-0.

Approval of Bids for Mowing Services

Mr. Olson presented the report. He reported that the bids are for two seasons with the option to renew for two years. Discussion ensued. Commissioner Solon inquired about service when there is an extended dry period. Staff reported that there is language in the contract regarding dry periods.

Commissioner Kuhl made a motion to authorize the Executive Director to execute contracts with the lowest responsible bidders as follows: Scotty's Turf in the amount of \$1,000 per month for Group 1 and CP Lawn Services & Landscaping in the amount of \$2,274 per month for Groups 2 & 3 for mowing services for a period beginning April 1, 2020 through November 31, 2021, and also executed contract extensions with Miller Mowing in the amount of \$2,410 per month; Bill's Lawn Care in the amount of \$688 per month; and Dun Right Lawn Care in the amount of \$2,747 for mowing services for a period beginning April 1, 2020 through November 31, 2021, and in the event of a contractor forfeiting their contract prior to its completion, authorize the Executive Director to proceed to the next, lowest responsible bidder and enter into a contract for the remainder of the original contract. The motion was seconded by Commissioner McMahon. The motion passed 4-0.

Approval of Bid for the Greenbelt Bikeway Bridge Replacement Project

Mr. Weiss presented the report. He reported that this project is to replace the bridge at the south end of Heritage Park. Discussion ensued.

Commissioner Solon made a motion to approve accepting the base bid for the Greenbelt Bikeway Bridge Replacement project from the lowest responsible bidder, Duce Construction Company, Inc., in the amount of \$29,650 and authorizing the Executive Director to execute the contract. The motion was seconded by Commissioner McMahon. The motion passed 4-0.

Approval of an Intergovernmental Agreement for Heritage Lake Shoreline Stabilization and Repair

Mr. DeLuce presented the report. He updated the Board meetings with City staff regarding this project. Mr. DeLuce reported that that recommended approval of the Intergovernmental Agreement with the City of Champaign for the work performed to enhance the storm water line next to Heritage Lake in the amount of \$45,612. He updated on discussions relating to discussions about drainage issues on the west side of the property. Discussion ensued about future remediation.

Commissioner Kuhl made a motion to approve an Intergovernmental Agreement with the City of Champaign for the work performed to enhance the storm water line next to Heritage Lake in the amount of \$45,612. The motion was seconded by Commissioner McMahon. The motion passed 4-0.

Old Items

None.

Discussion Items

Champaign Parks Foundation 2nd Quarter Financial Update

Ms. Wallace presented the financial update for the six months ended October 31, 2019. She also presented a report detailed by restrictions. Ms. Wallace reviewed the revenues and expenditures.

Champaign Park District 2nd Quarter Financial Update

Ms. Wallace presented the financial update for the three months ended October 31, 2019. She addressed and responded to questions regarding revenues and expenditures, excess funds related to the Park District and financing related to the Martens Center.

FYE21 Capital Budget and the 2021-2026 Capital Improvement Plan

Ms. Wallace highlighted the FYE21 capital budget and the 2021-2026 capital improvement plan and responded to questions by the Board. She discussed the total projects funded from new revenues; the capital projects carried over from the current year; total capital expenditures requested for FY21; and the funding for the construction of the Martens Center. Discussion ensued about the Lindsay Tennis Courts and the status of the annual budget. Vice President Miller encouraged Commissioners to let staff know if they had any questions or comments.

Comments from Commissioners

There were no comments by Commissioners.

Executive Session

Commissioner Solon moved as set forth below to convene into Executive Session. The motion was seconded by Commissioner McMahon. The motion passed 4-0. Upon roll call vote, the vote was as follows: Commissioner Solon – yes; Commissioner McMahon – yes; Vice President Miller – yes; and Barbara J. Kuhl – yes. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c) (21) for the discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Return to Regular Meeting

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

Executive Session Items – Action

Approval to Make Available for Public Viewing Executive Session Minutes

Commissioner Solon made a motion to approve making available for public viewing portions and/or entire minutes from the Executive Session meetings as follows: January 17, 2007; November 13, 2013; February 12, 2014; April 9 & 23, 2014; May 14, 2014; June 11, 2014; July 9 & 23, 2014; October 22, 2014; December 9, 2015; January 13, 2016; February 10, 2016; March 2, 9, & 30, 2016; April 13, 2016; June 8, 2016; July 27, 2016; September 14 & 28, 2016; November 9, 2016; December 14, 2016; January 11, 2017; February 8 & 22, 2017; March 8, 2017; April 12 & 26, 2017; May 10 & 24, 2017; June 14 & 26, 2017; July 12 & 26, 2017; August 9 & 23, 2017; September 13, 2017; October 11, 2017; November 8, 2017; December 13, 2017; February 14, 2018; March 14, 2018; April 11 & 25, 2018; May 9 & 23, 2018; June 13 & 27, 2018; July 11, 2018; August 8 & 22, 2018; April 10 & 24, 2019; May 8, 2019; June 12, 2019; July 10 & 24, 2019; and August 14, 2019. The motion was seconded by Commissioner McMahon. The motion passed 4-0.

Adjourn

There being no further business to come before the Board, Commissioner McMahon made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. The motion passed 4-0 and the meeting was adjourned at 8:09 p.m.

Craig W. Hays, President

Cindy Harvey, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: March 4, 2020

SUBJECT: Approval of Amendment No. 2 to the Agreement with The Board of Trustees of the University of Illinois (U of I) for Summer Employment of Student Athletes

Background

The Champaign Park District has a longstanding relationship and has been work with the Division of Intercollegiate Athletics (DIA) of the University of Illinois for several years. Employment with the Park District provides student-athletes with opportunities to engage with and serve as mentors to the children in the C-U community as well as a summer job that does not interfere with their training schedules. Summer employment under this program runs from June 1st to August 15th for each respective year.

Prior Board Action

April 25, 2018 Special Meeting – approved Amendment No. 1 to the Agreement with the Board of Trustees of the University of Illinois for summer employment of student athletes for two (2) years from June 1, 2018 through May 31, 2020.

Budget Impact

Wages are paid to qualifying student-athletes under the federal minimum wage act as set by the U.S. Department of Labor, plus applicable payroll taxes. The Park District will pay these wages and at the conclusion of the employment period, the Park District will be reimbursed by the DIA. Total reimbursement under this agreement shall not exceed \$10,000.00

Recommended Action

Staff recommends approval of Amendment No. 2 to the Agreement with The Board of Trustees of the University of Illinois for summer employment of student athletes for two (2) years from June 1, 2020 through May 31, 2022 and authorizing the Executive Director to execute the amendment.

Prepared by:

Reviewed by:

Jameel Jones, CGSP
Director of Recreation

Joe DeLuce, CPRP
Executive Director

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND

The Champaign Park District

This Agreement is made and entered into as of the date of the last party signed hereto by and between the The Champaign Park District, a nonprofit organization, whose principal address is 706 Kenwood Road, Champaign, Illinois, ("Contractor") and the Board of Trustees of the University of Illinois, a body corporate and politic, whose principal address is in Urbana, Illinois, on behalf of its Division of Intercollegiate Athletics ("University").

WHEREAS, University desires to assist its student-athletes in obtaining summer employment opportunities; and

WHEREAS, employment with the Contractor provides student-athletes with opportunities to engage with and serve as mentors to children in the Champaign-Urbana community, as well as a summer job that does not interfere with their training schedules;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

TERM. The term of this Agreement shall be from June 1, 2017 through May 31, 2018. Either party may terminate this Agreement upon 30 days' written notice. The parties may renew this Agreement upon written amendment for four (4) additional one year terms. Rates may be reassessed upon renewal.

UNIVERSITY RESPONSIBILITIES. The University shall:

- A. Provide Contractor with a list of student-athletes available for summer employment. Summer employment shall be from June 1, 2017 through August 15, 2017.
- B. Direct student-athletes chosen for employment by the Contractor to contact Contractor personnel office.
- C. Reimburse Contractor for the cost of wages paid to student-athletes at a rate equal to the federal minimum wage as set by the United States Department of Labor, plus applicable payroll taxes. No overtime will be reimbursed. Total reimbursement for all student-athletes hired under this Agreement shall not exceed \$10,000.00.
- D. Immediately remove any student-athlete from the Contractor's premises if the University, in its sole discretion, deems the student-athlete's health or welfare to be threatened. In such event, the University will notify the Contractor in writing of its actions and the reasons for its actions as soon as practicable. If the University desires to remove a student-athlete for any other reason, it shall notify the Contractor in writing of the reasons for the removal.

CONTRACTOR RESPONSIBILITIES. Contractor shall:

- A. Select student-athletes from the list of student-athletes available for summer employment. Summer employment shall be from June 1, 2017 through August 15, 2017.
- B. Provide proper training, supervision and safety equipment to the student-athletes.
- C. Oversee all employment aspects for any student-athlete hired to work by Contractor, including payroll, time and attendance, and discipline, if necessary.

- D. Provide copies of individual timesheets, as well as payroll checks issued to student-athletes to the University along with an invoice summarizing the total reimbursement requested.
- E. Immediately remove any student-athlete from the Contractor's premises for behavior that the Contractor, in its sole discretion, deems to be an immediate threat to the health and welfare of Contractor's clients, staff members, visitors or Contractor's operations. In such event, the Contractor shall notify the University in writing of its actions and the reasons for its actions as soon as practicable. If the Contractor desires to remove a student-athlete for any other reason, it shall notify the University in writing of the reasons for the removal and shall consult with the University before removing the student-athlete.
- F. Comply with all city, state, and federal laws with regard to the student-athletes' employment, including background checks, if necessary, appropriate payroll deductions, et cetera
- G. Comply with NCAA, Big Ten Conference, and University of Illinois rules regarding the employment of student-athletes as described in this Agreement and Exhibit A attached and incorporated hereto.
- H. Monitor the number of hours worked by each student-athlete. As the employer of student-athlete, Contractor agrees to take on all financial liability for any overtime hours it allows employee to incur and will reimburse University for any and all fees, damages and any other type of pecuniary penalty University incurs from Contractor failing to pay student-athlete's overtime as required by Federal and State law. Contractor will also indemnify University for any costs or fees, including legal fees, incurred by University in defending any allegations based on the number of hours worked by student-athletes.
- I. Set the student-athlete's hourly rate of pay, with the understanding that Contractor's reimbursement for such wages is limited to the federal minimum wage (see above).
 - a. In accordance with NCAA and Big Ten rules and regulations, compensation paid to the student-athlete shall only be for work actually performed and the rate of payment shall be commensurate with the going rate paid by Contractor to other similarly situated individuals.
 - b. In accordance with NCAA and Big Ten rules and regulation, compensation paid to student-athletes may not include any remuneration for the value or utility that the student-athlete may have for the employer because of the publicity, reputation, fame or personal following the student has obtained because of his or her athletic ability.
 - c. In accordance with NCAA and Big Ten rules and regulations, contractor shall not provide any student-athletes in their employment with any extra benefits or services beyond the standard remuneration received by any of Contractor's other employee performing similar services.
- J. Accept all financial liability for engaging in conduct described within this Agreement and its incorporated attachments as being a violation of NCAA or Big Ten rules and regulations. Contractor will reimburse University for any and all fees, damages and any other type of pecuniary penalty University incurs based primarily on Contractor's actions. Contractor will also indemnify University for any costs or fees, including legal fees, incurred by University in defending any allegations based on violations of NCAA or Big Ten rules caused primarily by Contractor's actions.
- K. Provide all applicable employee benefits and insurance, including all necessary workers' compensation and general liability insurance.

EMPLOYMENT STATUS. At all times when the student-athlete is performing services for Contractor, the student-athlete is and shall be considered for all purposes an employee of Contractor. Contractor will

have full authority to direct and evaluate the student-athlete's performance of such duties, so long as student-athlete is not asked to engage in any conduct that would violate this Agreement or violate NCAA or Big Ten rules and regulations.

INDEMNIFICATION. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to any third party.

INDEPENDENT CONTRACTORS. Notwithstanding any other provision of this Agreement, the relationship between the Contractor and the University is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint ventures between the parties.

DISCRIMINATION. Contractor agrees that it is an equal opportunity employer, does not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of any classes of individuals protected by Federal or Illinois law.

SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.

ASSIGNMENT. Neither party nor any subsidiary, successor, partner, employee, agent, or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other.

WAIVER. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

DEFAULT. In the event that either party fails to comply with the terms of this Agreement, then the non-defaulting party shall have the right to enforce this Agreement by obtaining any remedy available to it under law or equity in the State of Illinois.

NOTICES. All notices required pursuant to this Agreement shall be in writing and sent by either certified mail, return receipt requested, or by commercial overnight courier service to the party's representative named below. Notices shall be effective upon actual receipt. Each party may change its representative at any time by written notice to the other party.

The Champaign Park District	UNIVERSITY OF ILLINOIS
Attention: Joseph DeLuce, Executive Director	Attention: John Chipman, DIA
706 Kenwood Road	Division of Intercollegiate Athletics
Champaign, Illinois 61821	1700 S. Fourth Street

Champaign, IL 61820


COUNTERPARTS/FACSIMILE SIGNATURES. This Agreement may be signed in counterparts, all of which together constitute the Agreement. Facsimile signatures shall constitute original signatures for all purposes.

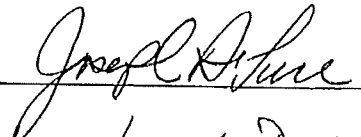
ENTIRE AGREEMENT. This Agreement and any written addendum to it executed in writing by the parties constitutes the entire Agreement between the Contractor and the University, and may be changed, modified or amended only by mutual written agreement executed by both parties.

In witness whereof, the parties have caused this Agreement to be executed effective as the day and year of the last party signed below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

The Champaign Park District

By: 
Walter K. Knorr, Comptroller
By Ashley Gorman, Coordinator for University Contracts
Ashley Gorman,
Date: Coordinator for University
Contracts
2017.06.01 15:03:42 -05'00'

By: 
Printed: Joseph DeLuca
Title: Executive Director
Date: 5/23/17

Approved as to legal form by LTI 4/18/16.

AMENDMENT #1 TO
AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
THE CHAMPAIGN PARK DISTRICT

This Amendment is to the Agreement dated June 1, 2017, between the Board of Trustees of the University of Illinois, on behalf of its Division of Intercollegiate Athletics ("University") and the Champaign Park District ("Client") for summer employment for student athletes ("Services").

1. The parties hereby exercise the renewal option for an additional two years from June 1, 2018 through May 31, 2020
2. All other terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have adopted and subscribed to and approve this Agreement and have caused it to be duly executed.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

By: *Bradley W Henson*
Avijit Ghosh
Avijit Ghosh, Interim Comptroller

Bradley W Henson
Director, Purchasing Office
Date: 2018.05.17 08:14:45 -05'00'

THE CHAMPAIGN PARK DISTRICT

By: *Joseph DeLuca*

Name: *Joseph DeLuca*

Title: *Executive Director*

Date: *4/26/18*

AMENDMENT No. # 2
To Contract between the Board of Trustees of the University of Illinois
and
THE CHAMPAIGN PARK DISTRICT

This Amendment No. 2 amends the Contract between The Board of Trustees of the University of Illinois, on behalf of its Division of Intercollegiate Athletics ("University") and **THE CHAMPAIGN PARK DISTRICT** ("Client") that was effective on **June 1, 2017** (CN-00030981).

The parties amend the Contract as follows:

1. The parties hereby exercise the renewal option for an additional two years from June 1, 2020 through May 31, 2022

All other terms of the original Contract remain unchanged. This amendment is effective on the date of final execution.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

THE CHAMPAIGN PARK DISTRICT

By: _____
Avijit Ghosh, Comptroller

By: _____

Date: _____

Title: _____

Date: _____

Type or Print Name



THE UNIVERSITY OF ILLINOIS

EMPLOYMENT OF STUDENT-ATHLETES:
A SUMMARY OF NCAA, CONFERENCE AND UNIVERSITY RULES



Please note that this is a summary only and should not be relied upon as a comprehensive or exhaustive reproduction of all applicable rules. Should you have any questions about rules or their application regarding student-athlete employment, please contact the Compliance Office at 217-333-3631.

NCAA Bylaw 12.4.1 Criteria Governing Compensation to Student-Athletes. Compensation may be paid to a student-athlete:

- (a) Only for work actually performed; and
- (b) At a rate commensurate with the going rate in that locality for similar services.

NCAA Bylaw 12.4.1.1 Athletics Reputation. Such compensation may not include any remuneration for value or utility that the student-athlete may have for the employer because of the publicity, reputation, fame or personal following that he or she has obtained because of athletics ability. Additionally, student-athletes may not appear in nor have their names or photographs used in any commercial or printed advertisements for the purpose of promoting a business, product or service, even if they are not compensated.

Example: A UI student-athlete's name or picture cannot appear on any advertisement to promote your business or your products.

Example: It is not permissible for a UI student-athlete to receive compensation related to his or her speaking or lecturing at any function.

Example: A UI student-athlete may be employed by an insurance agency, but the student-athlete's name, photograph or appearance cannot be used to promote the business.

NCAA Bylaw 12.4.2.1 Fee-for-Lesson Instruction. A student-athlete may receive compensation for teaching or coaching sport skills or techniques in his or her sport on a fee-for-lesson basis, provided:

- (a) Institutional facilities are not used;
- (b) Playing lessons shall not be permitted;
- (c) The compensation is paid by the lesson recipient (or the recipient's family member) and not another individual or entity;
- (d) Instruction to each individual is comparable to the instruction that would be provided during a private lesson when the instruction involves more than one individual at a time; and
- (e) The student-athlete does not use his or her name, picture or appearance to promote or advertise the availability of fee-for-lesson sessions.

NCAA Bylaw 12.4.2.3 Athletics Equipment Sales. A student-athlete may not be employed to sell equipment related to the student-athlete's sport if his or her name, picture or athletics reputation is used to advertise or promote the product, the job or the employer. If the student-athlete's name, picture or athletics reputation is not used for advertising or promotion, the student-athlete may be employed in a legitimate sales position, provided he or she is reimbursed at an hourly rate or set salary in the same manner as any nonathlete salesperson.

16.11.2.2 Other Prohibited Benefits. [A] An institutional employee or representative of the institution's athletics interests may not provide a student-athlete with extra benefits or services, including, but not limited to: **[R]**

- (a) A loan of money;
- (b) A guarantee of bond;
- (c) An automobile or the use of an automobile;
- (d) Transportation (e.g., a ride home with a coach), except as permitted in Bylaw [16.9.1](#), even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense; or
- (e) Signing or co-signing a note with an outside agency to arrange a loan

Example: A UI student-athlete may not receive a “cash advance” or any other form of loan from employers.

Example: An employer may not provide a UI student-athlete use of an automobile unless all employees are provided with the same benefit.

Related Issues:

- A UI student-athlete may not retain equipment or supplies that are used to perform work assignments.
- As an employer of a UI student-athlete, the Compliance Office encourages you and/or your organization to complete and retain detailed records (e.g. timecards, job descriptions, pay rates, etc.) of the employment of student-athletes.
- Payment to student-athletes should never be made in cash. If there are circumstances that require you to pay a student-athlete in cash, please notify the compliance office in advance of such arrangements.
- If you intend to compensate a student-athlete on a commission basis, please notify the Compliance Office prior to the start of the employment arrangement.

SHOULD YOU HAVE ANY QUESTIONS RELATED TO STUDENT-ATHLETE EMPLOYMENT, PLEASE CONTACT THE COMPLIANCE OFFICE AT (217) 333-3631.

**Champaign Park District
Fee Schedule
May 1, 2020 to April 30, 2021**

Current Fees

Facility

Bresnan Center
Douglass Annex
Douglass Annex Kitchen
Douglass Library
Douglass Library Kitchen
Douglass Gymnasium
Hays Center
Hays Center Kitchen
Kaufman Lake Boathouse
Kaufman Lake Fire Ring
Springer Cultural Center
Springer Cultural Center
Springer Cultural Kitchen
Leonhard Activity Room
Leonhard Gymnasium
Leonhard Gymnasium
Leonhard Gymnasium
Leonhard Group Fitness
Leonhard Party Room
Hayrack Ride Rental
Trolley Ride Rental

Current/Proposed Fees

CPD Residents

\$45 per hour **\$50 per hour**
\$45 per hour **\$50 per hour**
\$40 + room rental **\$45 per hour**
\$45 per hour **\$50 per hour**
\$35 + room rental **\$40 per hour**
\$60 per hour **\$65 per hour**
\$45 per hour **\$55 per hour**
\$30 + room rental **\$35 per hour**
\$40 per hour **\$45 per hour**
\$45 flat rate **\$50 per hour**
\$45 per hour **\$50 per hour**
\$30 per add room **\$35 per hour**
\$40 + room rental **\$45 per hour**
\$50 per hour **\$55 per hour**
\$120 per hour full gym **\$125**
\$60 per hour half gym **\$65**
\$30 per hour ¼ gym **\$35**
\$30 per hour **\$35 per hour**
\$50 per hour **\$55 per hour**
\$75 **\$80** for the first hour and \$50 **\$55** for each additional hour
\$100 **\$105** for the first hour and \$75 **\$80** for each additional hour

Current/Proposed Fees

Non-Profits

\$35 per hour **\$40 per hour**
\$35 per hour **\$40 per hour**
\$30 + room rental **\$35**
\$35 per hour **\$40 per hour**
\$30 + room rental **\$35**
\$45 **\$50** per hour (\$30 ½ gym **\$35**)
\$35 per hour **\$40 per hour**
\$25 **\$30** + room rental
\$30 per hour **\$35 per hour**
\$35 flat rate **\$40**
\$35 per hour **\$40 per hour**
\$25 per add room **\$30**
\$35 + room rental **\$40**
\$40 per hour **\$45**
\$90 per hour full gym **\$95**
\$45 per hour half gym **\$50**
\$22.50 per hour ¼ gym **\$25**
\$22.50 per hour **\$25 per hour**
\$35 per hour **\$40 per hour**
\$75 **\$80** for the first hour and \$50 **\$55** for each additional hour
\$100 **\$105** for the first hour and \$75 **\$80** for each additional hour

Facility

West Side Park Gazebo
Hessel Pavilion
Centennial Pavilion
Douglass Pavilion
Porter Park Shelter
Hessel Small Shelters
Toalson Shelter
Sunset Ridge Park Shelter
Zahnd Park Shelter
Powell Park Shelter
Scott Park Shelter
Turnberry Ridge Shelter
Spalding Park Shelter
Mullikin Park Shelter
Millage Park Shelter

Current Fees

CPD Residents

\$25 per hour **\$30 per hour**
\$30 per hour **\$35 per hour**
\$30 per hour **\$35 per hour**
\$25 per hour **\$30 per hour**
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee

Current Fees

Non-Profits

\$20 per hour **\$25 per hour**
\$25 per hour **\$30 per hour**
\$25 per hour **\$30 per hour**
\$20 per hour **\$25 per hour**

Mattis Park Shelters
Morrissey Park Shelter

First come first serve or \$20 reservation fee
First come first serve or \$20 reservation fee

- If an individual would like to make sure they have a smaller shelter in our parks they can pay a \$20 reservation fee or take a chance on a first come first serve opportunity. If they pay the \$20 reservation fee, they would receive a written permit that states the day and time they have the shelter reserved. Shelters are rented in two-hour increments.
- All non-residents pay 50% more for any rental.
- Urbana Residents are considered CPD Residents.
- Site Supervisor is included in the rental for any indoor facility.
- University of Illinois is not subject to a damage deposit nor pre-payment.
- **There is no damage deposit for shelter rentals except for the West Side Park Gazebo and the Pavilions.**

All Facility and Pavilion rentals have a two hour minimum + \$100 damage deposit for large rentals. **(more than 30 people)**

\$50 damage deposit for small party facility rentals. **(less than 30 people). Each additional hour after the minimum requirement for shelter rental is \$10 per hour.**

Non-profit organizations with a 501(c)(3) status only designation will qualify for defined rates below. Those organizations are, but not limited to: Boys & Girls Club, Scouts, DSC, Family Service, Mental Health, NAACP, United Way Agencies, and the Urban League. A \$100 damage deposit is required for all rentals by non-profit organizations.

Governmental Agencies are provided free use of facilities when no staff is required to be on site. Agencies included: City of Champaign, Unit 4 Schools, CU Public Health, Champaign Public Library, MTD, and the CU Sanitary District, etc. Governmental agencies must provide a \$100 damage deposit on all rentals and may be charged additional fees depending on their requests. University of Illinois is not subject to a damage deposit nor pre-payment.

Portable Potty-House Unit Fees

Acquiring portable potty-houses are the sole responsibility of permit holder and/or renter and must be approved by the Champaign Park District”.

Indoor Facilities Holiday Fees

Double the costs of normal rates listed above; requires that staff are available. Holidays include New Year’s Eve, New Year’s Day, MLK Day, Memorial Day, 4th of July, Labor Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve and Christmas Day. Other days/dates that are deemed Holidays by the CPD will apply.

Special Event Fees

Up to 25 persons per day	No Fee
Up to 200 persons per day	\$100 \$125
Up to 400 persons per day	\$200 \$225
Up to 800 persons per day	\$400 \$425
Over 1000 persons per day	\$500 \$525

Additional fees may be assessed for very large events to cover various logistics and Park District costs.

Staff costs will be charged to hold a special event in any Champaign Park District facility or park to individuals and groups charging fees to produce revenues (concert, fundraiser, charity events, etc.).

Tent Permit Fee - \$25 **\$35** per tent per day

Groups and individuals must have a permit to erect a tent. Location of tent and/or tents must be approved by Director of Operations or Maintenance Supervisor. Placement locations for tents, porta-potties, stages, etc., must be approved by the Champaign Park District”.

Showmobile:

\$200 refundable deposit to reserve **50% of estimated rental total due at time of reservation**

\$550 rental fee for one day

\$80 **\$100** for show mobile staff (this starts the moment the stage leaves the shop until it returns to the shop)

If additional staff is requested, additional fees will apply.

Additional charges may be added if additional equipment is needed.

\$350/day **(\$400)** for large generator

\$25/day **(\$35)** for sound equipment

\$25/day **(\$35)** Showmobile Theatrical Lighting

As of January 2021

Field Name	Practice Rate	Game Rate	Supervisor	Lights
Dexter	\$15/2hr \$20/2hrs	\$35/2hr \$40/2hrs	\$11/hr. \$12/hr.	\$15/hr.
Dodds 3-Plex	\$45/2hr \$50/2hrs	\$85/2hr \$90/2hrs	\$11/hr. \$12/hr.	\$15/hr.
Dodds 4-Plex	\$45/2hr \$50/2hrs	\$85 2hr \$90/2hrs	\$11/hr. \$12/hr.	\$15/hr.
Zahnd Little League	\$15/2hr \$20/2hrs	\$45/2hr \$50/2hrs	\$11/hr. \$12/hr.	\$15/hr.
Zahnd Pony	\$15/2hr \$20/2hrs	\$55/2hr \$60/2hrs	\$11/hr. \$12/hr.	\$15/hr.
Seaman	\$35/2hr \$35/2hrs	\$75/2hr \$80/2hrs	N/A	N/A
Dodds Soccer	\$35/2hr \$40/2hrs	\$75/2hr \$80/2hrs	\$11/hr. \$12/hr.	\$15/hr.

Tournament fees are provided per request or contractual agreements may have different fees per the agreement.

Dodds Tennis Center Fees

Memberships

Individual (Ages 18-54)	R/\$50 NR/\$75
Family (2-4 members)	R/\$80 NR/\$120
Each additional family member	R/\$10 NR/\$15
Senior (Ages 55+)	R/\$30 NR/\$45
Full-time Students	R/\$30 NR/\$45
Rental fee for all the courts/tennis facility	\$100 per hour

Permanent Court Time

M-F	18-week fee
7-9a	\$270
9a-5:30p	\$306
5:30-10p	\$342
Weekends	18-week fee
All times	\$306

Random Court Time (As of September 2020)

Time: M-F, 7a-5:30p, Member fee: \$17/hour	\$19/hour	Guest fee: \$19/hour	\$21/hour
Time: M-F, 5:30-10p, Member fee: \$19/hour	\$21/hour	Guest fee: \$23/hour	\$25/hour
Time: Sa-Su, All day, Member fee: \$17/hour	\$19/hour	Guest fee: \$19/hour	\$21/hour

Sholem Aquatic Center Fees (May 2021)

Daily Admission Fees	(R/NR)	
Individual	\$7/\$10.50	\$8/\$12
3 & under	Free	Free
Twilight Rate	\$5/7.50	\$6/9
Active/Retired Military	\$5/\$7.50	\$6/9
Friday Rate	\$5/7.50	\$6/9
5 Punch Card	\$30/\$45	\$35/\$52.50
10 Punch Card	\$60/\$90	\$70/\$105

Season Pool Pass

Season Pool Pass (May 2021)

	Sale Price		Regular	
	Valid through 4/30/21		Fee (R/NR)	
Individuals	\$82/\$123	\$86/\$129	\$94/\$141	\$98/\$147
Family of 2-3	\$152/\$228	\$160/\$240	\$180/\$270	\$188/\$282
Family of 4	\$187/\$280.50	\$195/\$292.5	\$215/\$322.50	\$223/\$334.50
Family of 5	\$222/\$333	\$230/\$345	\$250/\$375	\$258/\$387
Add family members	\$35/\$52.50	\$35/\$52.50	\$35/\$52.50	\$35/\$52.5
Senior (Ages 55+)	\$62/\$93	\$66/\$99	\$75/\$112.50	\$78/\$117
Replacement Fob	\$5/\$5		\$5/5	

50% off all pool passes on or after **7/15/21**

After-Hours Rentals at Sholem Aquatic Center (2021 season)

- “Ultimate Beach Party” (full-facility rental). Fee (R/NR): \$365/\$550 per hour **\$420/\$630**
 - “Surf’s Up!” (limited to the river and the three slides). Fee (R/NR): \$230/\$345 per hour **\$290/\$435**
 - “Summer Nights” (limited to the main pool and lap lanes). Fee (R/NR): \$195/\$295 per hour **\$230/\$345**
- Each has a minimum two-hour rental.

Leonhard Recreation Center Fees (As of January 1, 2021)

Annual membership rates

Non-walking infants are free

Individual (R/NR)	\$90/\$135	\$96/\$144
Family of 2 or 3 (R/NR)	\$180/\$270	\$192/\$288
Each additional family member after 3 (R/NR)	\$38/\$57	\$40/\$60
Senior Age 55+ (R/NR)	\$70/\$105	\$76/\$114
Replacement Fob Fee (R/NR)	\$5 per family member	

Monthly Option for LRC Memberships

MEMBERSHIP TYPE	R	NR	Annual cost comparison for Residents
Individual	\$10 \$11	\$15 \$16.50	120 vs. 90 \$132 vs. \$96
Family of 2-3	\$20 \$22	\$30 \$33	240 vs. 180 \$264 vs. \$192
Additional Family Member	\$4 \$5	\$6 \$7.50	48 vs. 38 \$60 vs. \$40
Senior	\$8 \$9	\$12 \$13.50	96 vs. 70 \$96 vs. \$76

Daily Admission Fee (As of January 2021)

For those without a membership, there is a \$5/\$10 (R/NR) **\$6/\$9** Daily Admission Fee, **but a \$5/\$7.50 rate for military**. The daily admission fee includes the use of the indoor playground, walking track, open gym, and weight room.

Program Tree Fees

A donation of \$250 to the Champaign Parks Foundation, covers the cost of the tree, the installation by staff, and the maintenance of the tree for the duration of its life. An additional donation of \$200 will purchase a 9 x 5 cast bronze plaque to personalize the tree in the park.

Eddie Albert Garden Plots Fees

Date	Location	Plot Size	Fee (R/NR)	Fee (R/NR)
4/2-10/28	Dodds Park	20' x 20' plot	\$30/\$45	\$35/\$53.50
4/2-10/28	Dodds Park	20' x 30' plot	\$40/\$60	\$45/\$67.50
1/1-12/31	Dodds Park	20' x 20' plot	\$40/\$60	\$45/\$67.50

Dog Park Fees

Membership is for one calendar year (January 1 to December 31).

Fees are not pro-rated, with exception to midseason discount.

One Dog (Resident): \$38

One Dog (Non-resident): \$57

Each Additional Dog: \$6

Replacement Tag: \$10

August 1 – November 30 memberships are discounted half price.

Virginia Theatre Fees

Public Events:

Touring Commercial Attraction	\$3,950.00 FLAT	\$4,250.00 FLAT
Touring Commercial Attraction Rehearsal	\$950.00	\$1,050.00 FLAT
Local Commercial Attraction	\$2,950.00 FLAT	\$3,250.00 FLAT
Local Commercial Attraction Rehearsal	\$750.00	\$850.00 FLAT
Not-for-Profit Event*	\$1,950.00 FLAT	\$2,250.00 FLAT
Not-for-Profit Event Rehearsal*	\$450.00	\$550.00 FLAT

Private Events:

Lobby Meeting, 30 or fewer attending	\$50.00 FLAT (2 hour max, single lobby use, no outside catering or drink service allowed)
Lobby Meeting, 31-100 attending	\$75.00 FLAT (4 hour max, single lobby use, outside catering/non-alcoholic drink service allowed) \$250.00
Meetings in auditorium	\$1,500.00 FLAT (incl. lobby and stage use) \$1,950.00
Photo Shoots (no stage use)	\$75.00 FLAT (2 hour max)
Private Party/Reception, East Lobby	\$250.00 FLAT (4 hour max, single lobby use)
Private Party/Reception, Mezzanine Lobby	\$300.00 FLAT (4 hour max, single lobby use)
Private Party/Reception, Front-of-House	\$1,000.00 FLAT (4 hour max, auditorium not included)
Private party, Stage	\$1,500.00 FLAT (incl. lobby use)
Private Screening (film rights not included)	\$1,000.00 FLAT (parties of 100 or fewer, no public promotion or ticketing allowed)

Marketing Fee: \$250 FLAT (brochure, website listing, social media & eBlast marketing)

*Note that touring attractions booked into the Virginia Theatre by 501(c)3 non-profits and governmental agencies will be billed at the Touring Commercial Attraction rate.

STAGE HANDS

The Virginia Theatre has an Agreement with I.A.T.S.E. Local No. 482 and will make final determinations on union stagehand requirements at the following rates:

	<u>Straight</u>	<u>Overtime (After 8 hrs/Sundays/Holidays)</u>
High Riggers	\$32.00 \$34.00	\$49.00 \$50.00
Truck Loaders	\$28.00 \$30.00	\$43.00 \$45.00
Stagehands/Wardrobe	\$22.00 \$24.00	\$33.00 \$34.00
Performance/Rehearsal	\$80.00 \$85.00	\$120.00 \$125.00

Resident/Non Resident Fees

Residents living within the boundaries of the Park District regularly support park facilities and programs through property taxes. People living within the Champaign and Urbana Park District boundaries pay the "resident (R)" fee. Persons residing outside these districts will pay 50% more than the resident rates – "non-resident (NR)". Fees charged for programs are used to offset part of the costs for special instructors, facility costs and program supplies.

Non-resident fees at 50% for all programs over \$100. Any program costing over \$100 would have a maximum non-resident fee of \$50.

Program Fees

Program fees and concession fees are based on the Park District's Revenue Policy. All programs and concession fees must be approved by the Executive Director.



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: March 11, 2020

SUBJECT: 2020 Public Museum Capital Grant Application

Background

On February 11, 2020, GHR Mechanical and Consulting Engineers (GHR) presented the Champaign Park District with findings of a study of the Virginia Theatre auditorium air conditioning system which recommends various replacements and improvements to that system. The study found that the Theatre's existing air conditioning system does not have the capacity to adequately cool the auditorium space, and a number of deficiencies were also identified concerning safety and access to the air conditioning system. The cost for a remedial project to address the above deficiencies at the Theatre is estimated by GHR at \$1,125,780.

On March 1, 2020, the Illinois Department of Natural Resources announced and posted the application for the latest set of capital grants available through the Illinois Public Museum Capital Grants Program. This grant program is designed to help public museums in Illinois expand and upgrade facilities and create new exhibits and other physical facilities to enhance public museums' abilities to meet their mission. The Park District previously received \$500,000 in grant funding through the capital grants program which was put toward the Phase III renovations of the Theatre's auditorium. In 2019, an additional \$750,000 was awarded to the Park District through the program to purchase and install a new sound system at the Theatre, a project for which the Park District is currently accepting bids to begin work June 15, 2020.

For the 2020 Public Museum Capital Grants Program, a total of \$25 million will be awarded from the state's Rebuild Illinois capital program. The deadline for applications is 5:00 P.M. on Thursday, April 30, 2020. Grant awards for qualifying projects will range from \$25,000 to a maximum of \$750,000, with no local matching funds required for museums with an attendance of 300,000 or less during the preceding calendar year—which includes the Virginia Theatre.

The Public Museum Capital Grants Program requires the submission of both an Application Fee and an Award Fee. A non-refundable Application Fee of $\frac{1}{4}$ of 1% (0.0025%) of the grant request must be included at the time of application, with a minimum fee of \$100 and a maximum fee of \$300. There is also a fully-reimbursable Award Fee which is calculated as 1% of the total funding assistance granted to the applicant, submitted by successful applicants at the time of formal agreement, with such fee not to exceed \$5,000.

Prior Board Action

None.

Budget Impact

FYE2020 budget will cover the expenditure for the \$300 application fee. If the grant is awarded, the FYE2021 budget will also cover this fee as part of the project. If the grant is not awarded, this capital project is still necessary and is included in the 2021-2026 capital improvement plan for FYE2022. It is recommended that both the Park District and the Champaign Parks Foundation VT restoration fund would cover the cost of this project. The VT Restoration fund is projected to have approximately \$225,000 through March 2020. Additional funding would be transferred from excess funds in the Museum Fund to cover any additional expenditures, along with possible excess funds used from General or Capital Improvement Funds.

Note: all of the following costs are estimates based upon the 2020 GHR study:

Construction	\$1,002,425
Architectural and Engineering	\$ 109,355
Miscellaneous Expenses, including Structural Analysis	\$ 14,000
Total Project Cost	\$1,125,780
Total funds to be requested from Public Museum Capital Grant	\$750,000
Projected balance of costs payable by Champaign Park District if Public Museum Grant is awarded at full value of request	\$375,780

Recommendation

Staff recommends approval to apply for a Public Museum Capital Grant in the amount of \$750,000 from the State of Illinois Department of Natural Resources in support upgrading the Virginia Theatre auditorium air conditioning.

Prepared by:

Reviewed by:

Steven Bentz
Director, Virginia Theatre

Joe DeLuce, CPRP
Executive Director





REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: March 9, 2020

SUBJECT: Authorization to Apply for 2021 Bike Path Grant

Background

The 2011 Champaign Trails Plan and 2017 Trails Master Plan identify the lack of connectivity between the Pipeline Trail and Porter Family Park as priority item. In 2011, Sodemann and Associates prepared preliminary construction documents for a pedestrian/bicycle bridge over the Copper Slough and existing pathway connection between the trail and park. In January of this year the Illinois Department of Natural Resources (IDNR) announced grant opportunities for trail projects, including the Bike Path grant. The area of work is shown in attachment 1. When discussing the FY20-21 Capital Budget at the February 26, 2020, Special Meeting, the Board's consensus and direction was to bring the project and resolution (attachment 2) to the March 11, 2020 Regular Board Meeting.

Prior Board Action

April 12, 2011 Regular Board Meeting—Board approved 2011 Champaign Trails Plan.

Budget Impact

Bike Path policy through IDNR provides up to 50% funding assistance up to \$200,000 maximum. CPD would request \$150,000 in grant assistance for a \$300,000 project total. CPD's Bike Path Grant through IDNR requires a \$300 application fee, and if the application is successful, there is a 1% grant award fee (\$1500). Projects must be completed within two years of the fully executed grant agreement, and payment of all costs must occur before submitting final billing request to IDNR for reimbursement.

Recommendation

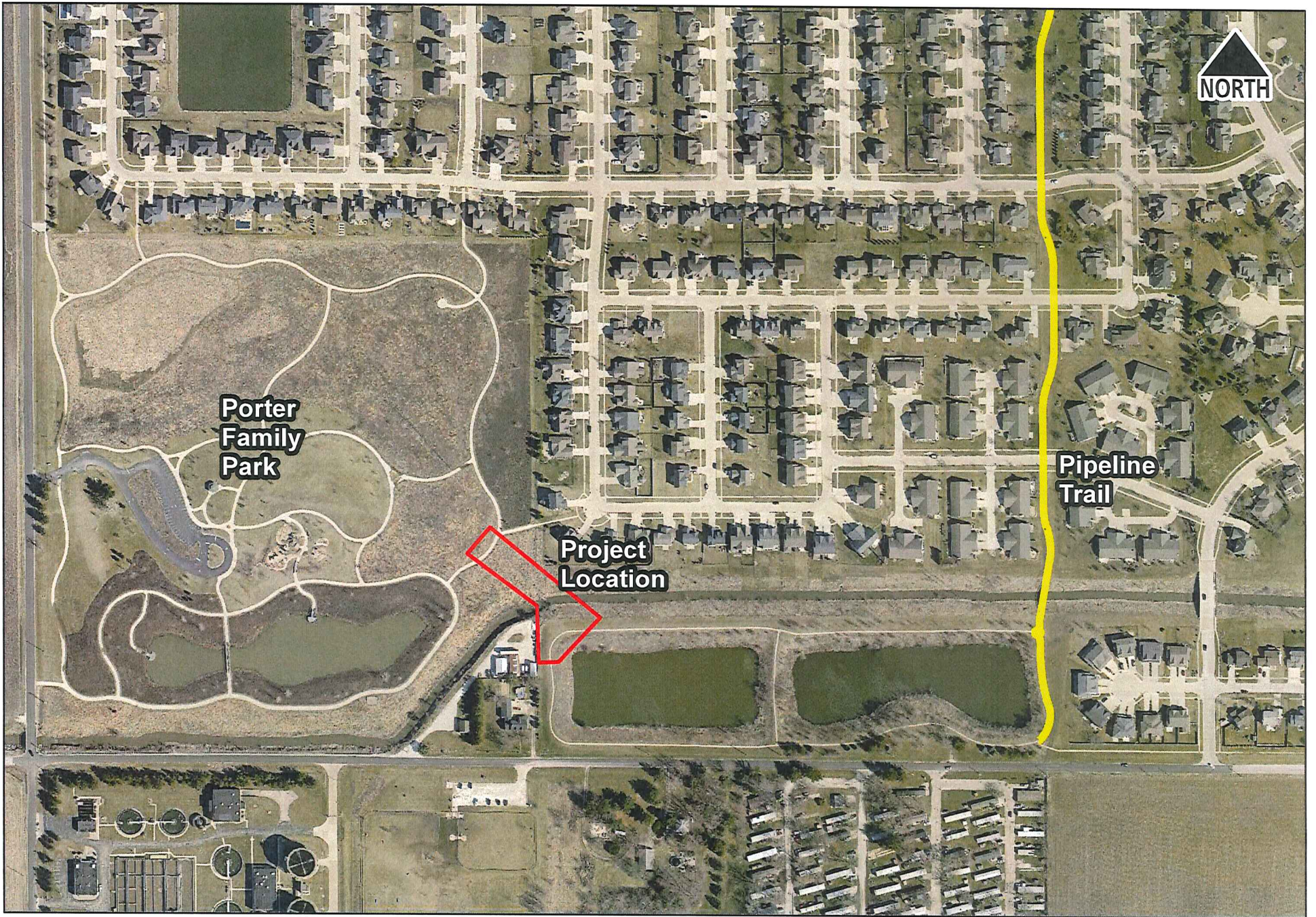
Staff recommends authorization and signature of *Grant Program Resolution of Authorization* (attachment 2) due to IDNR by March 16, 2020 and to proceed with a \$150,000 Bike Path grant application to IDNR.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director



NORTH

Porter
Family
Park

Project
Location

Pipeline
Trail

0 110 220 440 660 880 Feet

Bike Path Grant Program
Resolution of Authorization

BP/DOC-3

1. Project Sponsor: Champaign Park District

2. Project Title: Pipeline to Porter Connection

The Champaign Park District hereby certifies and acknowledges that it has 100% of the funds
(local project sponsor)

necessary to complete the pending Bike Path project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR indoor or outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

ALL Projects

It is understood that the project should be completed within the timeframe established in the project agreement and the Final Billing reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements, and relieves DNR from further payment obligations on the grant.

The Champaign Park District further acknowledges and certifies that it will comply with
(local project sponsor)

all terms, conditions and regulations of 1) the PPL 91-646 Grant Program (BP) (17 IL Adm. Code 3070) 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with Bike Path assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public indoor or outdoor recreation purposes in accordance with the Bike Path programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the Champaign Park District certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Champaign Park District at a legal
(local project sponsor)
meeting held on the 11 day of March, 2020.

(Authorized Signature and Title)

ATTESTED BY:

(Name and Title)



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: March 5, 2020

SUBJECT: Approval to Accept Quote for 2020-2022 Auditing Services

Background

The Park District is not required to solicit a formal request for proposal for audit services. Given the Park District has utilized CliftonLarsonAllen for the last four years for auditing services, it is best practice to solicit quotes for services to ensure the Park District is receiving the most competitive pricing for said services.

This year's quotes include additional services specific to the grant funding that the Park District has received over the last year. Based on the grant expenditures anticipated there will be additional fees to cover an in-relation to opinion on the State of Illinois specific report "Consolidated Year End Financial Report" (CYEFR) once total grant expenditures exceed \$300,000. The Park District does not plan to expend over \$300,000 until FYE2021, at which time this additional fee will be imposed. In addition two of the grants awarded, Public Museum Grant and the Illinois Bicycle Path Grant, require an additional process – Agreed-Upon-Procedures (AUP) engagement. Public Museum grant is to be completed at both 50% and 100% completion, while the other grant is at 100% completion. This process must be completed before any reimbursement will be made under those agreements.

Quotes were requested from the following certified public accounting firms in response to the auditing services. These results were as follows:

CPA Firm	District	Foundation	Total all 3 years**
CliftonLarsonAllen LLP	\$ 21,945	\$ 8,600	\$ 102,470
Martin Hood LLC	\$ 20,800	\$ 7,750	\$ 93,290

**The total for the three years includes additional grant specific AUP engagements plus the in-relation to opinion described above. Martin Hood's total fees for these services is \$5,650 compared to CliftonLarsonAllen's of \$8,900.

Per Park District policy there is no requirement to change auditing firms. The Executive Director and Director of Finance have reviewed all quotes received and as such concur that each firm is fully capable of performing a high quality audit. For comparison, the audit fees paid related to FYE19 were \$20,300 for the Park District and \$7,575 for the Foundation (including the tax return preparation); while the total for the last three years was \$59,300 and \$20,575, respectively. Both of the respondents have offices located in Champaign and have both worked on the audit in past years.

Budget Impact

Proposed tax revenues for FYE20-22 will cover the Park District fees for the entire \$69,480 (includes \$5,650 for new grant requirements) with additional funds available in reserves if necessary. The Foundation fees of \$23,810 will be covered out of the Foundation for FYE20-22 using unrestricted donations and other receipts.

Recommended Action

Staff recommends accepting the quote received for auditing services from Martin Hood LLC and authorizing the Executive Director to enter into the initial contract term of three (3) years (or FYE2020-2022) in the amount of \$93,290, with the option to extend for an additional three (3) years.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Joe DeLuce, CPRP
Executive Director



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: March 11, 2020

SUBJECT: Dodds 3-Plex Restroom/Concession Facility

Background

The Champaign Park District (CPD) commissioned Reifsteck Reid & Company Architects (RRCo) to perform a study investigating options to update the Dodds Park softball fields 3-Plex restroom/concession facility. RRCo met with CPD to develop a list of renovation priorities; a building code review was undertaken and various options were developed. The options of the study report included a renovation, an newly designed building, and a prefabricated building which were presented at the December 11, 2019, Regular Board Meeting. The renovation option presented the best value and assumes the complete demolition of interior partitions and fixtures; it places two single user restrooms in the southwest corner with a third single user restroom in the southeast corner. The renovation option also includes a concessions/storage space and an electrical/plumbing space. The existing exterior and roof are serviceable and remain unchanged, but the two deteriorating exterior masonry screens will be removed.

Prior Board Action

The December 11, 2020 Regular Board Meeting presentation is noted, but no formal action has been taken.

Budget Impact

The construction budget for the renovation option of the Dodds Park 3-Plex restroom/concession facility is estimated at \$117,000. The architectural services contract attached with Reifsteck Reid & Company Architects is \$18,300. Staff is recommending a total budget of \$145,000 for the project.

Recommendation

Staff recommends approval of the attached contract with Reifsteck Reid & Company Architects in the amount of \$18,300. Guy Hall has reviewed and approved the terms within the contract.

Prepared by:

Joe DeLuce, CPRP
Executive Director

Reviewed by:

Cindy Harvey
Assistant to the Executive Director

 **AIA**[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of January in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Champaign Park District
706 Kenwood Drive
Champaign IL 61821

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Reifsteck Reid & Company Architects, Subchapter S Corporation
909 Arrow Road, Champaign IL 61821
Telephone Number: 217.351.4100
Fax Number: 217.351.4111

for the following Project:
(Name, location and detailed description)

Champaign Park District - Dodds Park 3-Plex Restroom Facility
Dodds Park, Champaign IL
Renovation of the existing restroom facility.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Scope of Work is a renovation of the existing restroom facility at the Dodds Park 3-Plex. Option 1 in Exhibit A - Dodds Park 3-Plex Restroom Facility Study, is the basis of design.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same

or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000

.2 Automobile Liability

Combined Single Limit - \$1,000,000

.3 Workers' Compensation

As required by State Statute

.4 Professional Liability

Each Claim - \$1,000,000; Aggregate - \$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

Init.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

Init.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

4.1.2 Civil Engineering Investigation & Report: Investigation and report to determine if site pavements/walks are within accessibility standards with recommendations if modifications are required.

4.1.4 Civil Engineering Services: These services are not currently included in this Agreement, but may be necessary based upon information provided with the Topographic Survey. If the survey proves that pavements/walks, etc require modification to meet accessibility requirements, Civil Engineering Services will be required.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services eight (8) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the

Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of

the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

~~Litigation in a court of competent jurisdiction~~ Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Init.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A fixed fee of \$18,300.

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Civil Engineering Investigation and Report: a fixed fee of \$1,800.

Civil Engineering Services: To be negotiated when the Scope of Services is known.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase		percent ()
Construction Documents	<u>eighty-five</u>	percent (<u>85</u>)
Phase				
Construction Phase	<u>fifteen</u>	percent (<u>15</u>)

Total Basic Compensation one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per the Architect's and Consultant's standard rate schedule.

Employee or Category	Rate
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent (20 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Init.

~~4-6%~~ annuum

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 If due to the Architect's omission, a required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

12.2 Fees for permits, including Erosion Control, Environmental Concerns, Formwork, etc, are not included in this Agreement.

12.3 Design of wiring, cabling, and equipment for IT, security, and audio/video systems are not included in this Agreement.

12.4 It is the Owner's responsibility to identify, abate, and/or remove hazardous materials and warrant that the jobsite complies with applicable laws and regulations.

12.5 Time spent by the Architect and his consultants with changes in the scope, detail, or character of the Project during Bidding/Negotiation and/or Procurement Phase, and Change Order preparation as a result of Owner-initiated changes shall be invoiced at hourly rates as an Additional Service.

12.6 Time spent by the Architect and his consultants for "value engineering", evaluation of product substitutions, etc., shall be invoiced at hourly rates as an Additional Service.

12.7 Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

12.8 LIMITATION OF LIABILITY. The Owner agrees to limit the Architect's liability to the Owner and to all construction contractors and subcontractors where applicable on this Work for damage to them, due to the Architect's negligent errors or omissions, such that the total aggregate to the Architect to all those named shall not exceed \$250,000.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this agreement.)

NA

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A - Dodds Park 3-Plex Restroom Facility Study, dated 12/4/19

4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Joe DeLuce, Executive Director
(Printed name and title)



ARCHITECT (Signature)

Charles Reifsteck, President
(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Charles Reifsteck, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 15:35:01 ET on 01/09/2020 under Order No. 5175426532 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

CR Reifsteck

(Signed)

PRESIDENT

(Title)

1-10-20

(Dated)

AMENDMENT TO AIA DOCUMENT B104-2017
Standard Form of Agreement Between Owner and Architect

THIS AMENDMENT to AIA Document B104-2017 Standard Form of Agreement Between Owner and Architect (hereinafter referred to as, "Agreement"), is made and effective as of the ___ day of _____ 2020, between the Champaign Park District, 706 Kenwood Road, Champaign, IL 61821 (hereinafter referred to alternatively as, Owner or District) and the Architect: Reifsteck Reid and Company Architects, 909 Arrow Rd., Champaign, IL 61821 (hereinafter referred to alternatively as, Architect or Reifsteck Reid).

WHEREAS, the Architect has drafted and proposed contemporaneously herewith AIA Document B104-2017, Standard Abbreviated Form of Agreement Between Owner and Architect (hereinafter referred to as, Agreement) for a project generally described as Dodds Park 3-Plex Restroom Facility Renovation services proposal to be undertaken at Dodds Park in Champaign, Illinois; and

WHEREAS, certain terms, conditions, and provisions stated in the Agreement and Exhibit A attached thereto and incorporated by reference therein are to be amended, deleted, or clarified as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, Exhibit A and herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and Architect hereby agree that the Agreement is hereby amended, changed, and clarified, anything in the Agreement to the contrary notwithstanding, as follows:

1. §1.1 is amended and restated as follows:

The Scope of Work is a renovation of the existing restroom facility at the Dodds Park 3-Plex. Option 1 in Exhibit A – Dodds Park 3-Plex Restroom Facility Study, is the basis of design with an [anticipated](#) budgeted cost of the Work of \$117,000.

2. §2.2 is amended and restated as follows:

The Architect shall maintain the following insurance for the duration of this Agreement

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- 2.2.1 General Liability. The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. ~~If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.~~ CGL insurance shall be written on satisfactory Insurance Services Office (ISO) forms. Owner and its commissioners, officers, employees, agents, and volunteers shall be included as an insured under the CGL, using an ISO additional insured endorsement 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 Owner and its commissioners, officers, employees, agents, and volunteers.
- 2.2.2 Automobile Liability. The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto. Business auto insurance shall be written on applicable Insurance Services Office (ISO) forms, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 2.2.3 Workers' Compensation. The Architect shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease.
- 2.2.4 Professional Liability. The Architect shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$1,000,000 aggregate.

§ 2.3 General Insurance Provisions

- 2.3.1 Evidence of Insurance. Prior to beginning the Services, the Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s) or riders, 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 Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect 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 Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. Architect shall provide certified copies of all insurance policies

required above within 10 days of Owners' written request for said copies. Documentation endorsements or riders shall include coverage of Owner and its commissioners, officers, employees, agents and volunteers.

2.3.2 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.

2.3.3 Consultants. The Architect shall cause each consultant employed by Architect to purchase and maintain insurance of the type specified above. Professional liability limits for such consultants shall be in an amount not less than \$1,000,000.00 per occurrence. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

§ 2.4 Indemnification. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its commissioners, officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Architect's services; provided that, any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, Architect's consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly protect, indemnify and hold and save harmless the Owner, its commissioners, officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of, any provision of the Contract.

Owner shall indemnify and hold harmless Architect, its officers, directors, employees, from and against those liabilities, damages and costs arising out of third-party claims to the extent caused by the willful misconduct, negligent act, error, or omission of Owner or anyone for whom Owner is legally responsible. Owner will reimburse Architect for reasonable defense costs for claims arising out of Owner's negligence based on the percentage of Owner's liability.

3. §4.2.4 is ~~stricken in its entirety~~ amended and restated as follows:-

If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

4. §5.10 is stricken in its entirety.

5. §8.1.1 is amended and restated as follows:

The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable Illinois law, including such applicable statutes of limitation and repose.

6. §8.1.3 is stricken in its entirety.

7. §8.2.1 is amended as follows: The second sentence is stricken in its entirety.

8. §8.3.4.1 is stricken in its entirety.

9. §8.3.4.2 is stricken in its entirety.

10. §8.3.4.3 is stricken in its entirety.

11. §9.1 is amended as follows:

The second to the last sentence is revised to state: Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services to which ~~the Owner~~ may both parties subsequently agree. ~~The last sentence is stricken. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted by agreement of both parties.~~

12. §9.2 is amended as follows:

The second to the last sentence is revised to state: When the Project is resumed, the Architect shall be compensated for those expenses incurred in the interruption and resumption of the Architect's services to which the Owner may both parties subsequently agree. ~~The last sentence is stricken. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted by agreement of both parties.~~

13. §9.6 is amended and restated as follows:

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination and proper Reimbursable Expenses incurred prior to termination.

14. §9.8 is amended and restated as follows:

Except as otherwise expressly provided herein, including without limitation § 8.1.1, this Agreement shall otherwise terminate one (1) year from the date of Substantial Completion.

15. §10.1, the last sentence is stricken.

16. §10.6 is amended and restated as follows:

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site; provided that, Architect shall inform Owner of any hazardous materials or toxic substances of which it may become aware. Architect shall have no duty to inspect or discover any such hazardous materials or toxic substances and makes no representations or warranties that the Project site will be free from hazardous materials or toxic substances. Additionally, Architect owes no duty of care to Owner or any third-party with respect to informing Owner or any third-party of the existence of hazardous materials or toxic substances at the Project site.

17. §10.7, the third sentence is amended and restated as follows:

The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project.

18. §11.4 is amended and restated as follows:

Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.

19. §11.8.1.8 is stricken in its entirety.

20. §11.8.1.9 is stricken in its entirety.

21. §11.8.1.11 is stricken in its entirety.

22. §11.8.2 is amended and restated as follows:

For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect shall be the expenses incurred by the Architect, which expenses shall be subject to and expressly approved by the Owner, plus ten percent (10%).

23. §11.9.2.1 is amended and restated as to the interest rate as follows:

6% per annum pursuant to the procedure set forth in the Local Government Prompt Payment Act.

24. §12.1 The first sentence is stricken.

25. §12.2 is amended and restated as follows:

Fees for permits, including Erosion Control, Environmental Concerns, Formwork, and the like, are not included in this Agreement.

26. §12.5 is amended to replace "teh" with "the".

27. §12.8 is stricken in its entirety.

IN WITNESS WHEREOF, the Owner and Architect have executed this Amendment to be effective as of the day and year first above written.

Owner: Champaign Park District, a municipal Corporation,

Architect: Reifsteck Reid & Company

By: _____
Joseph DeLuce
Executive Director

By: _____
Charles Reifsteck, President

ATTEST:



**REIFSTECK
REID**

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

EXHIBIT A

DODDS PARK 3-PLEX RESTROOM FACILITY STUDY

December 4, 2019

Site: 1501 N. Mattis Ave., Champaign

Champaign Park District

706 Kenwood Road
Champaign, Illinois 61821

RRCo Project Number: 201949

Reifsteck Reid & Company Architects

909 Arrow Road
Champaign, Illinois 61821



REIFSTECK REID

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

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Drawings:	
Floor Plan – Options 1 & 2 (Renovation & All New)	
Floor Plan – Option 3 (Prefabricated, modified)	
Floor Plan – Option 4 (Prefabricated, unmodified)	



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ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.





**REIFSTECK
REID**

ARCHITECTURE.
CONSTRUCTION MANAGEMENT.
INTERIORS.

PROJECT BACKGROUND

The Champaign Park District (CPD) commissioned Reifsteck Reid & Company Architects (RRCo) to perform a study to investigate the options to update their restroom facility at the Dodds Park softball fields 3-plex. The facility is located just east of Parkland College in northwest Champaign, Illinois.

Dodds Park was purchased in 1969 via an open space acquisition grant and named in honor of former Park Board Commissioner D.C. "Pick" Dodds in 1972. The Dodds Park complex includes soccer fields, tennis courts, community gardens, a disc golf course, an Olympic and Paralympic tribute, sculptures, trails, the Champaign County Worker's Memorial, a 4-plex softball complex, and a 3-plex softball complex. The softball 3-plex restroom building is the focus of this report.

The 3-plex softball complex is located on the north end of Dodds Park, directly north of the 4-plex softball complex with Parkland Way running between them. The 3-plex restroom facility is located just south of the three softball fields.

The existing restroom facility is a 540sf split face block building with a low sloped shingle roof. The existing building has male and female restrooms, a storage/MEP room, and a concessions space. Freestanding block walls currently flank the restroom doors as privacy screens.

RRCo, the Professional Services Consultants (PSC), met with a representative from the Champaign Park District to develop a list of priorities for the facility. As part of this study a program was developed and is included later on. The CPD representative and RRCo collaborated to develop a few different options. These options included a renovation, an all new building, and a prefabricated building.

A preliminary code review has been performed.

After evaluating the needs and desires of the user, three separate options were generated for this report. An additional option is included that doesn't meet all of the program requirements, see option 4 description for further details. Opinions of Probable Cost (OPC) were developed for each option. Floor plans are included in the appendix of this report.



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OPTIONS

The Architect's scope of work for this study includes preliminary review of existing conditions, preliminary code review, preliminary design options based on space program meetings, and opinions of probable cost. RRCO visited the site to survey the existing facility.

RRCO met with a representative of the CPD. A program was developed based on new needs for the restroom facility. While the original program included a small office, this was changed to a concessions space during development. The program includes three accessible single-user restrooms (male, female, and all gender), a storage area, a small desk space, and a small concessions space for basic snacks and drinks.

Three main options have been developed to achieve the client's desires. These include a renovation of the existing facility, demolition of the existing building and replacing it with an all new facility, and demolition of the existing building and replacing it with a prefabricated building. These prefabricated units would be lifted into place by a crane, onto the prepared foundation, then utilities would be connected. While the layouts of each of these options achieves the client's program needs, the premanufactured option utilizes a pre-designed restroom model, altering it as little as possible to meet the program needs. All options are uninsulated.

The proposed renovation option (Option 1) assumes complete demolition of the interior partitions and fixtures. This layout places two single user restrooms in the southwest corner, the third single user restroom in the southeast corner, a concessions space in the northwest corner, and a storage and electrical/plumbing space in the northeast corner. The existing exterior and roof shall remain unchanged except for the split face privacy screens outside of the existing restroom doors. The west screen wall is tilted at a slight angle and should be removed for safety concerns. Since these screens aren't needed for single user restrooms that don't have the same privacy issues as multi-user restrooms, it's easiest to just remove them both.

The proposed 'all new building' option (Option 2) demolishes the existing building and its foundations and footings and re-builds an identical version to what results from the renovation option layout. While it's impractical to actually do this, it at least gives an idea of the cost for building an all new facility of similar size.

The prefabricated building option (Option 3) demolishes the existing building and its foundations and footings. It rebuilds foundations and footings based on a predesigned layout by a concrete building manufacturer. In this case, we used the Arapahoe model by CXT Precast Products. The base model's layout consists of four accessible single user restrooms with a narrow MEP space in between. Since this layout has generously sized restrooms, we altered the layout to take 30 inches out of each restroom and add it into the MEP space, allowing room for storage and a small desk. A separate electrical/plumbing closet may be required. The fourth single user restroom would have its fixtures removed and become the concessions space. This layout achieves all of the program needs.

It should be noted that the prefabricated option will have limitations relative to finishes and fixtures. These will be selected from the specific company's list of options.

Finally, a plan of the Arapahoe unmodified model has been included, we'll call this Option 4. This option would have the fixtures in one of the restrooms removed and this space could be either the storage area or concessions space. This option would not meet all of the program requirements. However, this option has been included to show its savings over the modified Arapahoe layout.

A plan for each option is included in the appendix. Each option assumes a decorative split faced block exterior look, asphalt shingle roofing, and painted interiors.



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Preliminary Opinions of Probable Construction Costs are as follows:

- Option 1 – Renovation	=	\$117,000
- Option 2 – All New Building	=	\$230,000
- Option 3 – Prefabricated (modified)	=	\$285,000
- Option 4 – Prefabricated (unmodified)	=	\$223,000

For the purpose of this report, electrical and plumbing costs have been based primarily on square footage costs. Since the building is naturally ventilated, no mechanical costs have been included. We have assumed that site-civil conditions are code compliant as currently configured. A topographic survey should be performed as the project moves forward. Costs do not include abatement investigation, sampling or removal, FF&E, A/V, tele/data, A/E fees, or construction contingencies. The OPC assumes a start of construction within the next twelve to eighteen months.



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PROGRAM REQUIREMENTS AND CRITERIA

RRCo met with the Champaign Park District's representative to develop the following program:

1. An accessible Women's Restroom
2. An accessible Men's Restroom
3. An accessible All Gender Restroom
4. Storage space
5. A small desk space
6. A concession space

BUILDING CODE ANALYSIS

Codes and Standards

Life Safety Code (NFPA 101) 2015 Edition
2015 International Building Code
Illinois Energy Conservation Code – ASHRAE 90.1, 2016 version
2015 International Energy Conservation Code
2015 International Mechanical Code
2015 International Fire Code
2015 International Plumbing Code, Chapter 11 only
Illinois Plumbing Code, 2014
2014 National Electrical Code
2018 Illinois Accessibility Code
2010 ADA Standards for Accessible Design

APPLICABLE REVIEW OF INTERNATIONAL BUILDING CODE (IBC)

The following analysis relates to Option 1 (Renovation), unless noted otherwise, all other options will be similar.

Occupancy Classification

Under the International Building Code (IBC), the building occupancy is Assembly (A-5) with S-2 (Storage) as an accessory occupancy. Accessory occupancies follow the code relative to their occupancy except for building height, number of stories, and building area, which follow the main occupancy classification.

General Building Limitations

The proposed single story layout includes 487sf of floor area. The building's overall height would remain unchanged at 12'-0".



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Construction Type: Type IIIB - Exterior walls are 2 hr rated.

Tabular Area Allowable: Use Group A-5: unlimited.

Allowable Building Height: Use Group A-5: unlimited stories, 55 feet (non-sprinklered)

Fire Protection

The area of the concessions space is less than the threshold requirement for sprinkler systems, therefore no sprinkler system is required. The building will not have a fire alarm system. Portable fire extinguishers shall be provided in accordance with NFPA 10.

Fire-Resistance-Rated Construction

Required Fire Ratings on Construction Elements:

Primary Structural Frame	0 hour rated
Bearing Walls, Exterior	2 hour rated
Bearing Walls, Interior	0 hour rated
Floor/Ceiling Construction	0 hour rated
Roof Construction	0 hour rated
Other non-load bearing walls	0 hour rated
Smoke Barriers	None
Shaft Walls	None

Egress

Occupant loads per floor:

First Floor:	<u>5</u>
Total:	5

The required exiting width is satisfied in each room by 36" wide existing and new doors. Exit access travel distances of 200ft for Assembly (A-5) and 300ft for Storage (S-2) are well within requirements.

Accessibility

The building will meet all aspects of accessible design.

PLUMBING FIXTURES

The Illinois Plumbing Code does not apply to this facility type and the Equitable Restrooms Act doesn't apply since the area to be altered is less than 50% of the entire place of public accommodation.

A single user, All Gender, restroom has been included, with a baby changing station.



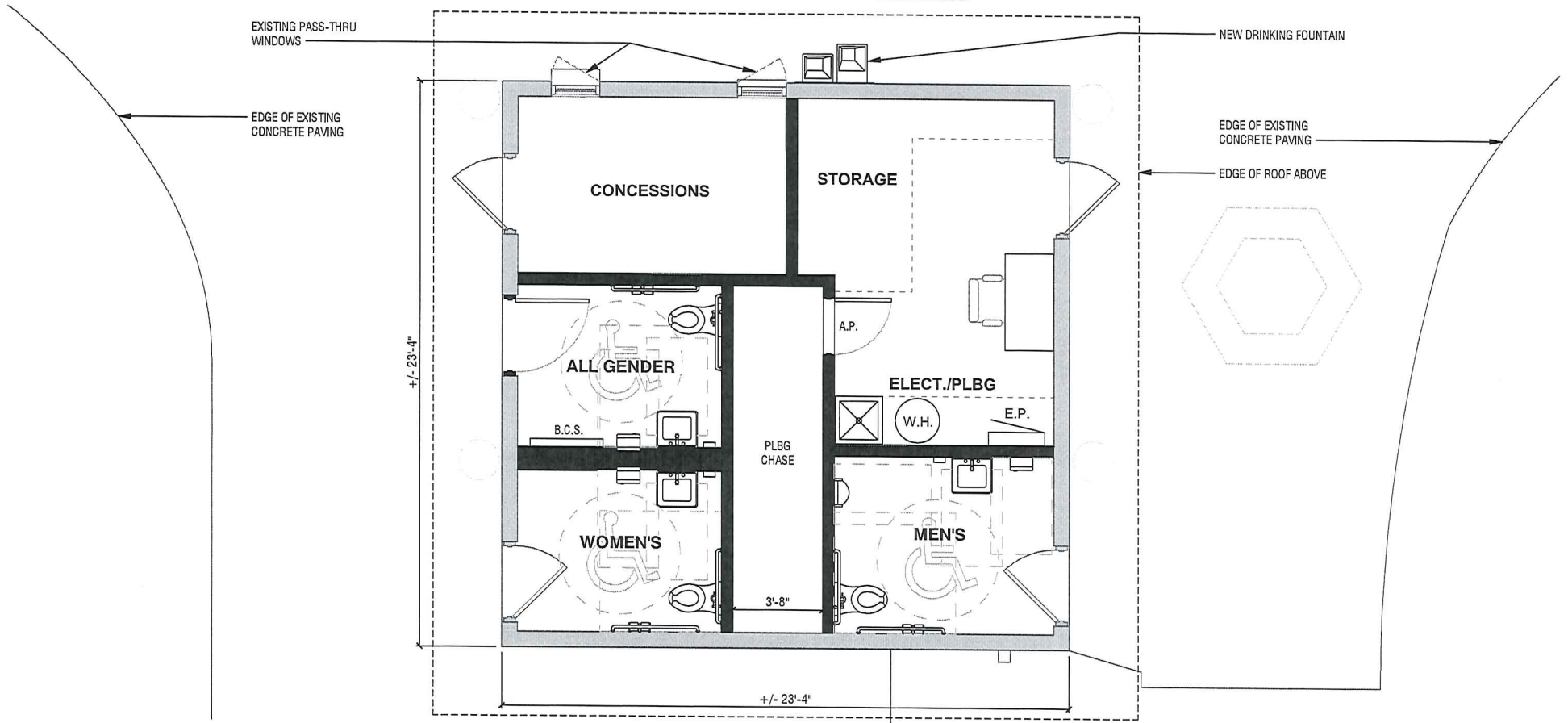
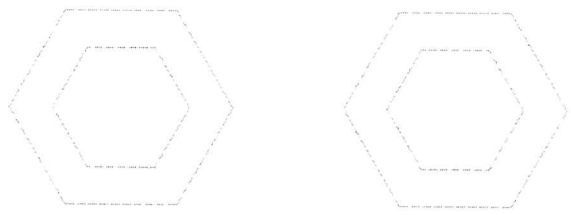
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APPENDIX

**DODDS PARK 3-PLEX SOFTBALL
FIELD RESTROOM BUILDING STUDY**

DECEMBER 4, 2019
RRCo #201949

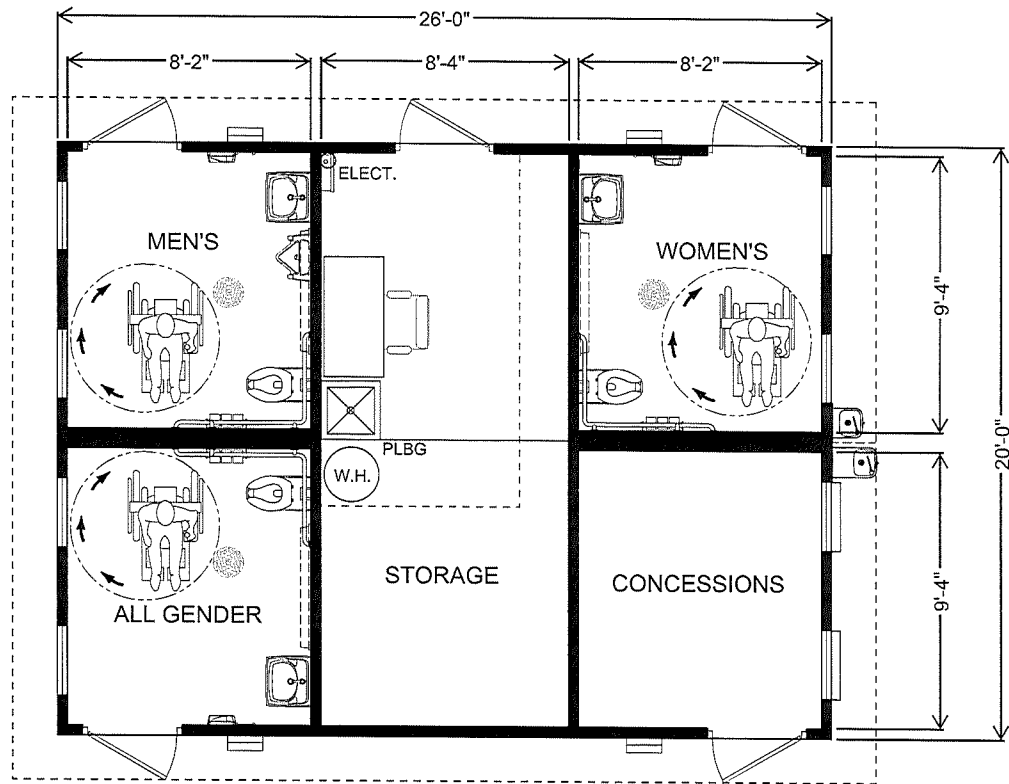


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PR-1

FLOOR PLAN

FIRST FLOOR - OPTION 1 - RENOVATION (OPTION 2, SAME BUT ALL NEW)
1/4" = 1'-0"





3809 N. Sullivan Blvd., #7 Spokane, WA 99216



901 N. Highway 77 Hillboro, TX 76645

ARAPAHOE (MODIFIED)
CXT STANDARD BUILDING

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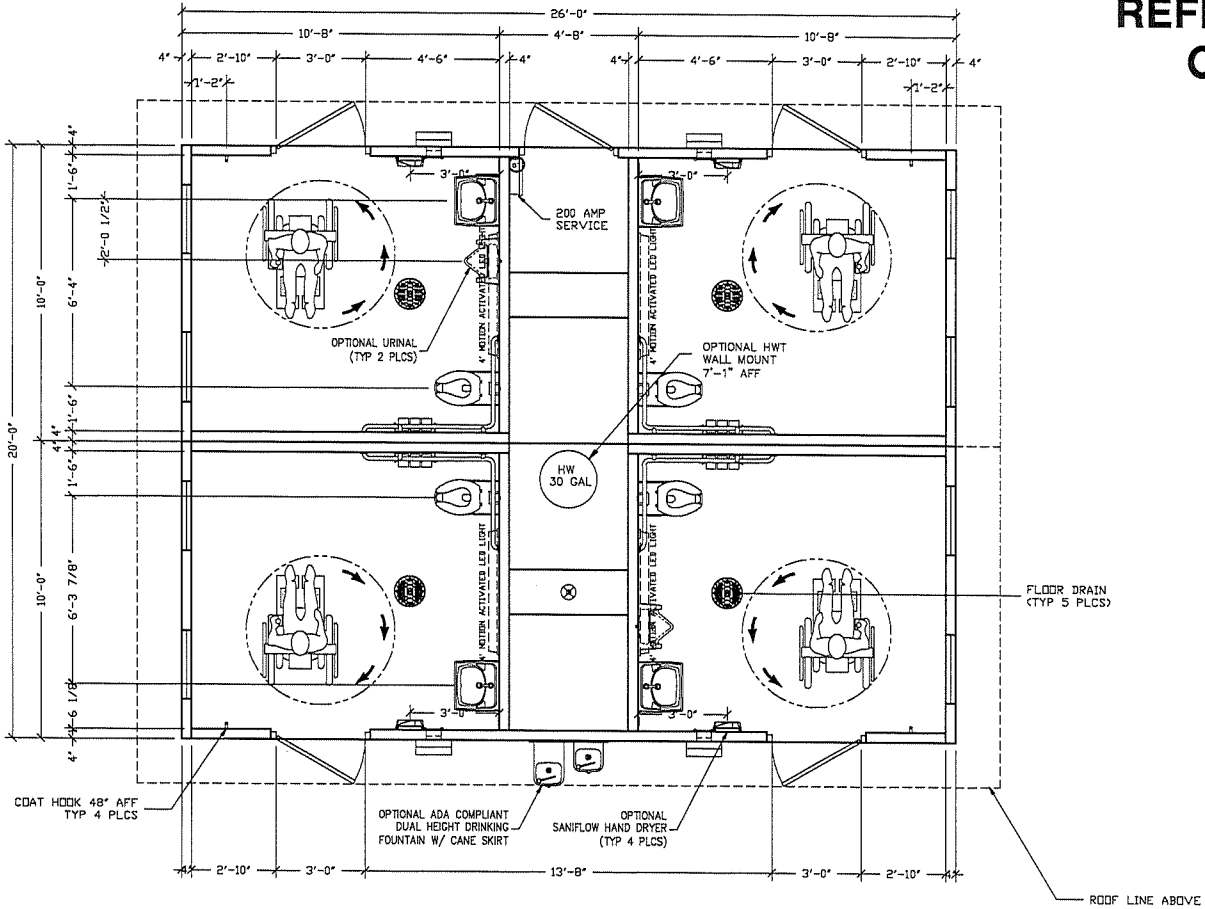
REV.	DESCRIPTION	DATE	BY

SCALE: 1/4" = 1'-0"
 DRAWN: [] FILE NO. 90-ADD3
 CHECKED: [] PLOT: 48

FLOOR PLAN
(OPTION 3)

DWG NO.	SHEET	REV.
A-03(M)		

**FOR
REFERENCE
ONLY**



3808 N. Sullivan Bldg. #7 Spokane, WA 99216



801 N. Highway 77 Hillsboro, TX 76645

ARAPAHOE
CXT STANDARD BUILDING

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REV.	DATE	BY	APP'D.	DATE

**FLOOR PLAN
(OPTION 4)**

DWG. NO.	SHEET	REV.
A-03		