



**WINNETKA PARK DISTRICT  
SPECIAL BOARD MEETING  
Thursday, September 30, 2021 – 5:00 p.m.  
Community Room, 540 Hibbard Road**

**AGENDA**

1. Call to Order/Roll Call
2. Changes to the Agenda
3. Remarks from Visitors
4. New Business
  - a. Consideration of Winnetka Golf Club Design Agreement\*
5. Adjournment

**\*Items included in packet**

*Persons with disabilities requiring reasonable accommodations to participate in meetings should contact the Park District's ADA Compliance Coordinator at the Park District's Administrative Office at 540 Hibbard Rd, Winnetka, IL, by phone at 847-501-2040, Monday - Friday from 8:30 a.m. to 5:00 p.m. or by email to [lbaker@winpark.org](mailto:lbaker@winpark.org) at least 48 hours prior to the meeting. Requests for a qualified interpreter require five (5) working days advance notice. For the deaf or hearing impaired, please use the Illinois Relay Center voice only operator at (800) 526-0857.*



## **WINNETKA PARK DISTRICT REMARKS FROM VISITORS & PUBLIC COMMENT**

At regular Park Board meetings, there is an agenda item called Remarks from Visitors. Remarks may also be solicited at special meetings. Public hearings are specifically designed to seek feedback from the community.

If you have a question or concern and need to address the Board at any of these meetings, please comply with the basic guidelines below.

1. The Board President will chair the meeting.
2. Any resident or visitor wishing to address the Board, an individual Board member or a guest presenter, must direct their questions and comments to the President at the appropriate time or at the President's invitation.
3. The Board will hear a resident's or visitors comments only after the President has recognized the individual to speak.
4. Speakers are asked to state their name for the public record.
5. Speakers will be allowed three minutes and may not yield their time to other speakers.
6. Persons wishing to speak for a second time may do so with the consent of the President, only after all others have had an opportunity to address the Board.
7. Please refrain from comment or question at a Public Hearing until the presentation has been completed.
8. At the discretion of the Chair, you may be asked to submit your question in writing on a 3 x 5 card and you will receive a written response with one week of the hearing.

The President will strive to allow all residents and visitors equal opportunity to address the Board. In general the Board will not comment or respond to issues requiring Board consideration until the issue has been reviewed by the Board/staff.

The Board often has a full business agenda and must complete the work of the Park District at scheduled meetings. Please do not repeat comments or questions that have already been made by others and please do not interrupt commissioners or other speakers.

*Updated 1/23/18*

## Winnetka Park District

### Board Summary

**Date:** September 22, 2021  
**To:** Board of Commissioners  
**Subject:** Golf Course Design Agreement, Jacobson Golf Course Design  
**From:** Costa Kutulas, Director of Parks and Maintenance  
**Through:** John Peterson, Executive Director

#### Summary:

As we continue to progress through the Village of Winnetka's Stormwater Project, golf course design is required to complete the golf course renovations for the areas of the course that are not impacted by the Village's Stormwater Construction.

The Park District has a working relationship with Jacobson Golf Course Design, from previous master plan improvements to the course. As we continue to work through the Village's stormwater plans, there are areas of the course that must be address in conjunction with the proposed stormwater project. These areas include a re-grassing plan for the tees and greens, golf course feature plan, mass grading plan and clearing plan.

The proposal includes several phases of work including construction document phase, bidding phase and contract administration phase. To keep the momentum with the Village of Winnetka and keep progressing with the stormwater planning per our agreement staff is looking to formally contract with Jacobson Golf Course Design to aid in the planning and construction of these improvements. The total billing for this work is \$124,000 with a not to exceed total of \$128,000, which includes any reimbursable required for the work.

The scope of work is billed per phase, which is noted in the agreement. Staff has been working with Jacobson Golf Course Design through the initial phases of planning so far and would like to continue the relationship with Jacobson through this scope of work as well.

#### Recommendation:

At this time staff, is recommending to the Park Board to approve the Golf Course Design Agreement, for phased planning as listed in the design agreement dated September 22<sup>nd</sup>, 2021 from Jacobson Golf Course Design Company, from Libertyville Illinois for the not to exceed amount of \$128,000.00.

**END**

# Golf Course Design Agreement

---

## Winnetka Golf Club

This Agreement is entered into this 22nd day of September 2021 between the Winnetka Park District (hereinafter referred to as "Owner"), whose principal address is 540 Hibbard Road, Winnetka, Illinois 60093 and Jacobson Golf Course Design, Inc. (hereinafter referred to as "Designer"), whose principal office is located at 838 Furlong Drive, Libertyville, Illinois 60048.

WHEREAS, Owner is the owner of Winnetka Golf Club (WGC) in Winnetka, Illinois (hereinafter the "Real Property"), and

WHEREAS, Owner desires to renovate the 18-hole golf course and 9-hole Par 3 course and

WHEREAS, Owner desires to engage Designer to design such Project and to perform the services as hereinafter defined, and Designer desires to perform such work for Owner, all on the terms and conditions set out herein.

NOW, THEREFORE, in consideration of One Hundred and Twenty Four Thousand Dollars (\$124,000.00) the mutual covenants and promises herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both parties, it is agreed as follows:

### ARTICLE I

#### SCOPE OF DESIGNER'S WORK

##### 1.1 Basic Services

Designer's basic services (the "Basic Services") shall consist of the services described below, which are to be performed in a good and workmanlike manner consistent with generally accepted design practices and standards, during the following three (3) phases of the Project with collaboration and information sharing, as appropriate, with Owner's consultants:

(A) Construction Documents Phase, (B) Bidding and Negotiation Phase and (C) Contract Administration Phase.

Note: Designer shall be available to meet with the Winnetka Park District throughout the duration of the scope of the Designer's work. The number of meetings shall reflect the amount reasonably expected within industry standards for the project scope.

## **(A) CONSTRUCTION DOCUMENTS PHASE**

### **1) Construction Documents**

Based on the approved WGC Master Plan, the Designer shall prepare for and submit to Owner and Project Engineer for approval, Construction Documents (defined below) necessary for construction of the Project, provided Designer is given sufficient and timely information from the Owner's engineers and consultants. The Construction Documents shall consist of the Construction Contract, hereinafter defined, (including the Agreement between Owner and Contractor and the conditions to such Agreement), the Working Drawings, the Specifications, change orders, written interpretations issued by Designer pursuant to the other sections of this Agreement, minor changes (Change Directives) ordered by Designer pursuant to other sections of this Agreement and any amendments thereto. Working Drawings shall consist of:

- a) Clearing Plan (1"=50') Note: Includes all trees not included in the tree clearing for the SWM project fairway fill areas.
- b) Mass Grading Plan (1"=50') – Cart Paths, Greenside Bunkers (#8, #9, #15 & #17) and Levee Repair.
- c) Golf Course Feature Drainage Plan (1"=50') – Greens (#15, #16 & #17) and any other additional drainage that is not a part of the SWM project.
- d) Grassing Plan (1"=50') – Green & Tee Re-surfacing
- e) Construction Details (Not to Scale)
- f) Landscape Concept Plan (1"=50')

The Designer shall assist with the coordination of plans between the Owner's consultants. Such consultants may include but are not limited to; Project Engineer, Irrigation Designer and Geotechnical Engineer.

### **2) Technical Specifications**

Designer shall prepare Technical Specifications setting forth the requirements for the construction of the project, duties and responsibilities of the Designer, and the responsibilities of the Owner.

It is acknowledged that the Specifications for the storm drainage system, bridges, cart paths, abutments, walls, irrigation and similar items are not the responsibility or obligation of the Designer and are to be designed by the Owner's Consultants, at the Owner's direction and responsibility. The Designer shall assist with the coordination of plan documents with the Owner's Consultants.

Designer will provide base plan information necessary for the preparation of plans and specifications if required for the renovation of the irrigation system for the Golf

Course by a third party Irrigation Design Consultant. The expense for the preparation of these plans and specifications by an Irrigation Design Consultant shall be paid for by Owner. Designer will have no liability to Owner with respect to the design or installation of this system or the operation thereof. Due to technical reasons, Owner may, at its sole discretion, adopt or not adopt such plans and/or specifications.

**3) Itemized Final Cost Estimate**

A detailed Final Cost Estimate outlining each construction task is prepared based on the Construction Documents. The Final Cost Estimate includes estimated quantities for earthwork, drainage, grassing, features construction, and incidental tasks and materials associated with the renovation of the 18-hole course and Par 3 9-hole course.

The Construction Documents Phase shall end (and the next Phase shall begin) when Owner has (i) approved the Construction Documents, or (ii) commenced soliciting or obtaining bids or negotiating proposals for construction of the project, whichever occurs first.

**(B) BIDDING AND NEGOTIATION PHASE**

---

- 1) Designer assists the Owner with Golf Course Contractor Bidding and Negotiation by providing:
  - a) Bidding Documents coordination with the Village of Winnetka
  - b) List of Qualified Contractors
  - c) Assistance at pre-bid meeting and required addenda
  - d) Bid analysis
  - e) Bid award of contract.

The bidding and negotiation phase shall end when the Owner has awarded a construction contract for any part of the renovation of the 18-hole course or Par 3 9-hole course at WGC or commenced with construction on any part thereof.

**(C) CONTRACT ADMINISTRATION PHASE**

---

**1) Construction Observation**

Construction Observation and Contract Administration Services will be coordinated by Designer through periodic site visits occurring during the duration of the project as reasonably requested by the Owner or Contractor. Designer shall consult with the Owner and the Contractor and designated consultants on a regular basis to assure that the Designer's concepts are implemented during the construction work.

## 2) Contract Administration

Contract Administration Services may also include the following tasks:

- a) On site design assistance with all greenside bunker restoration / renovation.
- b) Coordinate Periodic Submittals on a monthly basis:
  - 1) Application and Certificate for progress payments and lien waivers
  - 2) Shop Drawings & Equipment data
  - 3) Samples & test reports
  - 4) Change orders and Directives
  - 5) Field orders
- c) Coordinate Close-Out Procedures:
  - 1) Punch List
  - 2) Substantial Completion
  - 3) Transfer of Documents (warranties, operation & equipment manuals, etc.)
  - 4) Final Inspection
  - 5) Final Waiver of Lien
  - 6) Final application for payment
  - 7) Final payment and acceptance
- i) The Construction Phase shall commence at the time of the award of the Construction Contract to Contractor and shall end when grassing is completed on 18-hole course and Par 3 9-hole course.
- ii) Designer, as the representative of Owner during the Construction Phase, advise and consult with Owner and Project Engineer regarding construction of the Project and all of Owner's instructions to Contractor may be issued through Designer.
- iii) Owner shall at all times give Designer access to the Project so that Designer may make periodic visits to the Project to familiarize himself generally with the progress and quality of the work to be performed under the Construction Documents by Contractor (hereinafter the "Work"). Although Designer may endeavor to guard Owner against defects and deficiencies in the Work of Contractor, Designer shall not be responsible for the construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with Contractor's Work, and shall not be responsible for Contractor's failure to carry out the Work in accordance with the Construction Documents. As used herein, the term "Work" shall mean the construction required by the Construction Documents and shall include all labor used in such construction and all materials, and equipment and course accessories incorporated or to be incorporated into such construction.

- iv) Based upon the observation of the Work at the Project and upon Contractor's application for payments pursuant to the Construction Documents, Designer may determine the amount owing to Contractor under the Construction Documents and may authorize certificates for payment by Owner to Contractor in such amounts with appropriate retainage as specified. The issuance of a certificate for payment by Contractor, and the authorization thereof by Designer, constitutes representation by Designer to Owner that, to the best of the knowledge, information and belief of Designer: (1) the Work has progressed to the point indicated in such application; (2) the quality of the Work is in accordance with the Construction Documents, subject to (a) an evaluation of the Project as a functioning whole upon Substantial Completion (as hereinafter defined), (b) the results of any subsequent tests required by or performed under the Construction Documents, (c) minor deviations from the Construction Documents correctable prior to Substantial Completion or Final Completion (as hereinafter defined), and (3) Contractor is entitled to payment in the amount stated in the certificate for payment. By authorizing the issuance of a certificate for payment, Designer shall not be deemed to represent that he has made any independent examination to ascertain how or for what purpose Contractor has used the monies paid to him under the Construction Contract. "Substantial Completion", as used herein, shall be deemed to occur when Designer determines that, to the best of his knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Construction Documents.
- v) Designer has the authority to reject Work which he discovers does not conform to the Construction Documents and shall promptly report same to Owner and Project Engineer. Designer shall not be liable to Owner for the consequences or results of any decisions made by Designer, in good faith, either to exercise his authority to reject all or any part of the Work.
- vi) Designer shall promptly review shop drawings, samples, and other submissions of Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Construction Documents.
- vii) Designer shall prepare change orders for Owner's approval and execution and shall have authority to order minor changes in accordance with the Work which are not directly inconsistent with the provisions of the Construction Documents.
- viii) During the course of construction, the Designer may be called upon to determine the degree to which certain design conditions have been achieved by Contractors. In performance of this work, the Designer will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in others areas not sampled. Although such sampling procedures shall be conducted by the Designer in accordance with commonly accepted procedures consistent with applicable standards of practice, the Owner understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or



testing procedures, and despite proper interpretation of their results, the Designer cannot assure the existence of conditions despite Designer's reasonable belief they exist. The Owner agrees that it would be improper for the Designer to certify that certain conditions exist when the Designer cannot assure they exist. Accordingly, the Owner shall not require the Designer to sign any certification, no matter by whom requested, that would result in the Designer certifying the existence of conditions whose existence the Designer cannot assure. The Owner also agrees that the Owner shall not make resolution of any dispute with the Designer or payment of any amount due to the Designer in any way contingent upon the Designer's certifying the existence of conditions whose existence the Designer cannot assure.

- ix) Designer shall not be responsible for the wrongful or negligent acts or omissions of Contractor, or any subcontractors, or any of Contractor's or subcontractor's agents or employees, or any other persons performing, either directly or indirectly, any of the Work on the Project, and Owner shall indemnify Designer and hereby holds Designer harmless from and against any costs, losses, claims or damages which may result from any such acts or omissions of Contractor, or any subcontracts, or any of Contractor's or subcontractor's agents or employees, or any other persons performing either directly or indirectly, any of the Work on the Project.
- x) The extent of the duties, responsibilities and limitations of authority of Designer, as Owner's representative during construction of the Project, shall not be modified or extended without the prior written consent of Owner, Contractor (if so required by the Construction Documents), and Designer.
- xi) The terms "Contractor" and "Construction Contract" shall, in the appropriate context, mean the singular or plural forms of such terms.

## 1.2 **Additional Services**

- (A) The services listed below in this Section 1.2 (hereinafter the "Additional Services") are not included in the definition and description of Basic Services as requested by Owner and performed by Designer shall be paid to Designer by Owner as follows: one hundred ninety-five dollars (\$195.00) per hour, for Design / Contract Administration Services and additional presentations to Boards / Committees and one hundred and twenty five dollars (\$125.00) per hour for AutoCAD services and Power Point Presentation preparation services and sixty five dollars (\$65.00) per hour for administrative / clerical services.
- (B) Additional Services may include, without limitation, the following, providing the same are known to and approved by Owner prior to rendition:
  - 1) Presentations to Boards, Committees etc. as requested by the Owner and that are not included in the Basic Services as outlined in Section 1.1.
  - 2) Revising previously approved, by Owner, Construction Documents, including

Drawings, Specifications, or other documents to accomplish changes not initiated by Designer.

- 3) Revising or adding working drawings and details if required by governing agencies after completion of plans as designated in Section 1.1, A. This will include time spent with other consultants for purposes of integrating golf requirements into the overall approval and entitlement process.
  - 4) Preparing documents for alternate bids requested by Owner that are not designated in Section 1.1, B.
  - 5) Providing consultation concerning replacement of any part of the Project damaged by casualty or other cause during construction, which was not incurred as a result of Designer's negligence and furnishing professional services of the type defined herein as "Basic Services" as may be required in connection with the replacement of such parts of the Project.
  - 6) Providing professional services made necessary by the default of Contractor or any subcontractor in the performance of the Construction Documents, or any other defaults of any subcontractor or supplier of materials, equipment or golf course accessories.
  - 7) Providing administration services regarding the Construction Contract, and observation of the Work, after the time specified in the Construction Documents for Substantial Completion if such time has been exceeded by more than twenty percent (20%) or sixty (60) days, whichever is less, if such delay has occurred through no fault of Designer or extreme weather conditions (meaning 20% beyond normal range in temperature and 200% beyond normal range in rainfall as documented at the nearest recording station for the National Oceanic and Atmospheric Administration).
  - 8) Providing services as a witness or consultant in connection with any judicial, arbitration or administrative proceeding; and appearing an excessive number of times in public hearings or before governmental agencies.
  - 9) Providing any other services not otherwise included under "Basic Services" as defined in this Agreement.
- (C) All payments from the Owner to the Designer for Additional Services shall be paid to the order of Jacobson Golf Course Design, Inc. and to be delivered to the office whose address is 838 Furlong Drive, Libertyville, Illinois 60048. Any payment due Designer which is not paid within 30 days of invoicing shall bear interest at the rate of eighteen percent (18%) per annum until paid, and may also constitute an event of default under this Agreement.

**ARTICLE II**

**DESIGNER'S COMPENSATION**

---

---

2.1 In consideration for the execution of this Agreement and the performance of the Basic Services, Owner shall pay to Designer the sum of One Hundred and Twenty Four Thousand Dollars (\$124,000.00). Monthly invoices will be submitted by Designer and payments made by Owner based on the percentage of work completed by Designer in each phase. However, the total amount will be due upon completion of each phase as outlined below:

Phase A - Construction Documents.....	\$ 83,000.00
Phase B - Bidding and Negotiation.....	\$ 10,000.00
Phase C - Contract Administration.....	\$ <u>31,000.00</u>
TOTAL.....	\$124,000.00

2.2 All payments from Owner to Designer pursuant to this Article II shall be paid to the order of Jacobson Golf Course Design, Inc. and to be delivered to the office whose address is 838 Furlong Drive, Libertyville, Illinois 60048. Any payment due Designer which is not paid within 30 days of invoicing shall bear interest at the rate of eighteen percent (18%) per annum until paid, and may also constitute an event of default under this Agreement.

2.3 Designer's fees and expenses shall not exceed \$128,000.00. Any additional services shall be approved by the Owner in writing prior to Designer commencing with such services.

**ARTICLE III**

**OWNER'S RESPONSIBILITIES**

---

---

3.1 Owner shall, during the term of this Agreement, provide to Designer full, accurate and complete information regarding the requirements for the Project.

3.2 Owner may designate, when necessary or appropriate for the expeditious completion of the Project, a representative authorized to act on his behalf with respect to the Project. Owner or his representative shall examine documents submitted by Designer, and owner or his representative shall render decisions pertaining to such documents promptly in order to avoid unreasonable delay in the progress of the services to be performed by Designer under this Agreement.

3.3 Owner has furnished a certified land survey of recent date for the site of the Project, reflecting, as applicable: grades and lines of streets, alleys, pavement, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site of the Project; locations, dimensions and complete

data pertaining to existing buildings and trees; and full information concerning available service and utility lines both private and public, above and below grade, including inverts and depths. Owner shall also furnish to Designer, as applicable, zoning restrictions, deed restrictions, and hydrological information relating to the site of the Project.

- 3.4 Owner shall furnish the services of consultants when such services are deemed necessary or appropriate by Designer. Such consultants may include, among others, geotechnical engineers, environmental consultants, civil engineers, irrigation Designers and planners.
- 3.5 Owner shall furnish any laboratory test, inspection or report as required by law or the Construction Documents.
- 3.6 Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including without limitation, such auditing services as may be required to ascertain how or for what purposes the Contractor has used the monies paid to him under the Construction Contract.
- 3.7 The services, information, surveys and reports required by this Article III shall be furnished by Owner in an expeditious manner and at Owner's expense, and Designer shall be entitled to rely upon the accuracy and completeness thereof.
- 3.8 If Owner observes or otherwise becomes aware of any fault or defect in the Project or any nonconformance of the Project with the Construction Documents, he shall give prompt written notice thereof to Designer.

#### **ARTICLE IV**

#### **REIMBURSABLE EXPENSES**

---

- 4.1 Owner shall reimburse Designer, in addition to payments for the Basic Services and Additional Services and compensation for or to any Project representatives, "Reimbursable Expenses", including actual expenditures made by Designer, his employees or his consultants in connection with the Project. Provided such Reimbursable Expenses are known to or reasonably anticipated by Owner, the same may include, without limitation:
  - (A) Expenses for transportation (mileage and tolls) in connection with traveling.
  - (B) Mail or shipping charges; scans, plots, photocopies and other reproductions.
    - (A) Any additional coverage to the Designer's professional liability insurance, requested by Owner and which is in excess of amounts and coverage normally carried by Designer, which is \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.

## ARTICLE V

### TERMINATION OF AGREEMENT

---

---

- 5.1 This Agreement may be terminated: (i) by either party upon ten (10) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement after having been given written notice of such failure and thirty (30) days to cure provided such failure is not attributable to the party initiating the termination, or; (ii) by Owner upon ten (10) days' written notice to Designer should the Project be abandoned for a period of at least ninety (90) days. At the time of such termination, Designer shall be paid for all Basic Services, Additional Services, Reimbursable Expenses and services of any Project representatives paid or incurred by Designer which were performed or incurred prior to or on the termination date, including such sums as may accrue to Designer subsequent to such termination which are part of the services to be performed by Designer under this Agreement. Notwithstanding the foregoing or any other provision in this Agreement, if Owner (a) sells the Real Property or the Project, or any portions thereof, prior to substantial completion, without the prior written consent of Designer, (b) fails to pay when due any amounts owing to Designer pursuant to this Agreement, (c) is adjudicated as bankrupt, becomes involved, or assigns any assets for the benefit of creditors, then any such event may constitute a default by Owner hereunder and all fees and expenses for Basic Services and Additional Services performed to date and reasonable attorneys fees incurred in enforcing this agreement, shall be immediately due and payable to Designer, together with all Reimbursable Expenses theretofore incurred by Designer, as if Designer had fully performed hereunder.

## ARTICLE VI

### OWNERSHIP OF DOCUMENTS

---

---

- 6.1 Owner acknowledges that the information and work product to be prepared for or submitted to Owner by Designer are of proprietary and confidential nature. Owner agrees that notwithstanding any termination of this Agreement (by its terms or otherwise) or any provision contained herein all Drawings (including Working Drawings) and Specifications become the mutual property of the Owner and Designer once the Designer has been compensated for completion of such Drawings and Specifications. Owner is also given an unlimited license in perpetuity to use any or all of the work product of the Designer for Owner's purposes without further or additional compensation to Designer.

## ARTICLE VII

### MISCELLANEOUS

---

---

- 7.1 Successors and Assigns - This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives,

successors and assigns. Neither Owner nor Designer may assign or transfer this interest in this Agreement without the written consent of the other and such consent shall not be unreasonably withheld.

- 7.2 Indemnity –The parties reciprocally agree to defend, indemnify and save harmless one another against and from any and all claims, liabilities, losses, costs, expenses, or damages arising due to the fault or negligent act or omission of the indemnitor, in relation to the Golf Course and the Golf Course Design, including without limitation reasonable legal fees or expenses incurred in connection therewith, provided that neither Party will be required to indemnify the other with respect to any claims, liabilities, losses, costs, expenses, or damages resulting from the other’s own malfeasance and negligence.
- 7.3 Arbitration –Following reasonable attempts at mediation of disputes, all claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. The arbitration proceedings will be conducted in Cook County, USA and shall be administered by the American Arbitration Association. All American Arbitration Association rules shall apply. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Costs of the arbitration shall be shared equally, and the award rendered by the arbitrators shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 7.4 Limitation of Liability - The Owner agrees to limit the Designer's liability to the Owner and to all construction contractors and subcontractors on the project, due to any claim of any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of the Designer to all those named shall not exceed the amount covered by the Designer's professional liability insurance. Designer shall maintain current Professional Liability Insurance (or equivalent) through completion of this project as defined by final payment and acceptance. Owner shall receive written notification of any changes to Designer's coverage limits or cancellation.
- 7.5 Extent of Agreement. - This Agreement, and the documents contemplated hereby, represent the entire and integrated Agreement between Owner and Designer and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a writing executed and delivered by the parties hereto.
- 7.6 Governing Law. -This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

This Agreement is entered into as of the date and year first entered above.

**OWNER:** Winnetka Park District

By: \_\_\_\_\_

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

**DESIGNER:** Jacobson Golf Course Design, Inc.

By: 

Title: President