

VILLAGE OF VERNON HILLS
RESOLUTION 2023-041

**A RESOLUTION APPROVING A CONTRACT WITH QUITNO GOLF DESIGNS, INC.
FOR PREPARATION OF DESIGN CONCEPT, CONSTRUCTION DOCUMENTS,
PERMITTING, BIDDING AND CONSTRUCTION ADMINISTRATION FOR
IMPROVEMENTS AT THE VERNON HILLS MUNICIPAL GOLF COURSE**

WHEREAS, the Village of Vernon Hills (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Municipal Golf Course (“*Vernon Hills Muni*”) is in need of updating and course improvements (“*Project*”); and

WHEREAS, the Village desires to retain Quitno Golf Designs, Inc. (“*Contractor*”) to review concept proposals and determine actual cost of the Project(s); and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF VERNON HILLS, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CONTRACT. The contract and addendum by and between the Village and Contractor are hereby approved in substantially the form attached to this Resolution as **Exhibit A** (collectively “*Contract*”), and in a final form and substance acceptable to the Village Manager and the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Contract upon receipt by the Village Clerk of at least one original copy of the final Contract executed by Contractor; provided, however, that if the executed copy of the final Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

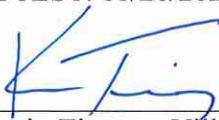
SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by Board of Trustees.

AYES: 7 – Marquardt, Oppenheim, Takaoka, Forster, Schenk, Koch, Byrne
NAYS: 0 - None
ABSENT AND NOT VOTING: 0 – None



Roger L. Byrne, Village President

PASSED: 11/21/2023
APPROVED: 11/21/2023
ATTEST: 11/21/2023



Kevin Timony, Village Clerk



EXHIBIT A

SCOPE OF SERVICE &, FEE SCHEDULE



Making Golf Better. What animates our work at QGD these days is a continual effort to adapt to changes in the industry and a simple desire to make the game better. We strive for great architecture and we emphasize fun, because that is what golfers want... to experience the game with family and friends, to play great golf and feel good about their game, and to repeat that over and over again.

November 8, 2023



A Proposal by Quitno Golf Designs, Inc.

Attention

Mr. Kevin Timony
Village Manager
Vernon Hills Golf Course
290 Evergreen Dr
Vernon Hills, IL 60061

Submitted by

Todd Quitno, President
Quitno Golf Designs, Inc.
245 North Rose Avenue
Park Ridge, IL 60068
847.951.3051
tquitno@quitnogolf.com



Scope of Services

On behalf of **Quitno Golf Designs, Inc. (QGD)** we are pleased to offer the following proposal of services to assist the **Village of Vernon Hills /** (herein referred to as "Owner") in the preparation of Design Concept, Construction Documents, Permitting, Bidding and Construction Administration for the improvement of the short-game practice and putting area at **Vernon Hills Golf Course**.

- The practice facility at Vernon Hills GC currently features a small putting green and hitting cages generally situated between the clubhouse and Hole #1 teeing area. The Owner is looking to develop adjacent space with the development of a new putting green (to +/- 17,500 sf) for short-game and putting practice. This will also require the relocation of the first tee. These improvements are meant to complement future clubhouse enhancements by providing a gathering space adjacent to the patio for both fun and serious practice.
- For all irrigation design work we have included the sub-consulting services of **EC Design Group, Ltd.**, who will perform preliminary design, construction documentation and bidding.
- For permitting and engineering we have included the sub-consulting services of **Hey and Associates**, who will prepare stamped engineering drawings as required by Lake County for obtaining a Watershed Development Permit. *Note: It is assumed that the work area will remain under 1 acre and thus a SWPPP and IEPA-NPDES permit will not be required.

BASE SCOPE OF WORK needed to complete this study:

PHASE 1 – Concept Development, CDs, Permitting, Bidding

- Prepare a base sheet of existing conditions using information provided by the Owner and/or procured from Lake County Online Mapping and Google Earth including:
 - Topography survey – 1 ft. contour minimum
 - Current aerial photography
 - Boundary survey
 - Public utility information
 - Golf course as-built information (drainage, irrigation, etc.)
- Conduct a site visit to review the entire project area and assess the general context of the golf course to provide an authentic practice/putting experience that reflects the character of the current Dick Nugent design.
- Prepare a preliminary schematic design to illustrate spatial relationships, size, circulation and general design features of the green and related practice grounds. Conduct a site visit to review the schematic design and determine any revisions.
- Prepare an estimate of probable construction costs for implementation of the work and submit to the Owner for budget and design approval.



- Upon final scope approval from Owner, prepare the following plans for construction and bidding:
 - Demolition and Site Preparation Plans – indicates removal of designated hardscape, vegetation and other site features
 - Grading and Feature Drainage Plans – indicates detailed grading and subsurface drainage of all golf course features
 - Irrigation Plans (by EC Design) - indicates size and locations of all irrigation heads, pipe, wire and controls, including all pertinent hydraulic calculations, connections to water source and construction details
 - Restoration Plans – indicates type and location of seed/sod, synthetic turf, path and hardscape additions/repairs, and general site cleanup following construction
 - Construction Details – indicates graphically how the work is to be performed in terms of material, size and relationships
- Provide plans to engineering consultant for preparation of stamped engineering plans and permit applications (by Hey and Associates), including:
 - Watershed Development Permit – memorandum and application illustrating no impacts to wetland or floodplain, and no new net impervious area
- Prepare technical specifications, bid form(s) and related documents as needed to bid the project to qualified contractors. Incorporate specifications into Owner-provided front end documents. Provide a digital and hard copy of the construction document package.
- Assist the Owner in bidding the project to qualified contractors (provide list of qualified bidders), including attendance at pre-bid meeting. Assist in bid evaluation and contract negotiation with the selected Contractor. All contracts to be prepared by the Owner.

PHASE 3 – Construction Administration

- Provide weekly site visit(s) over a **5 to 6 week construction period**, including attendance at a pre-construction meeting with the Owner and Contractor, to review all pertinent aspects of construction and establish project timelines.
- Review work as it progresses and provide general guidance to the Contractor. Paint (or verify) outlines of all greens, tees and fairways before grassing operations start.
- Record and report job progress as needed and document any changes to the work. Assist Owner in reviewing Contractor partial payments as the work progresses and approve final certificates of payment.



Fee Schedule

Based on the services outlined above, we propose the following costs to complete each phase. Costs include all travel and living expenses.

PHASE 1 – Concept Development, CDs, Permitting, Bidding **\$ 23,500**

- Quitno Golf Designs (\$14,000)
- EC Design (\$4,500)
- Hey and Associates (\$5,000)

PHASE 2 – Construction Administration (QGD) **\$ 6,000**

TOTAL FEES	\$ 29,500
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Items not included in this proposal

- SWPPP permit application (assumed that work area will be < 1 acre)
- Permit application fees
- Landscaping and lighting design (planting beds, shrubs, trees, etc.)
- As-built survey and record drawings (to be provided by Contractor)
- Wetland delineation, floodplain engineering (*Project location appears to be outside of regulated floodplain, see below)





Signature

The General Terms and Conditions of this proposal are attached hereto and expressly made a part hereof and incorporated verbatim by this reference.

Acceptance: This Proposal shall be considered revoked if acceptance is not received within thirty (30) days of the date hereof. Please sign below and return one copy as notice of your acceptance. We thank you for the opportunity to work with you on the improvement of Vernon Hills Golf Course!

Respectfully submitted,

QUITNO GOLF DESIGNS, INC.

Todd A. Quitno, ASGCA
President

Accepted by:

Date:

11/30/2023

General Terms and Conditions

These General Terms and Conditions are appended to and expressly made a part of the Proposal dated **November 8, 2023** to **Village of Vernon Hills / Vernon Hills Golf Course** (hereinafter referred to as "the Client") from **Quitno Golf Designs, Inc.** (hereinafter referred to as "QGD"). Upon execution by the Client, the Proposal, including these General Terms and Conditions, shall become our Agreement for Professional Services (hereinafter referred to as "Agreement").

ARCHITECT'S RESPONSIBILITIES

The scope of the project shall be only as described in the Agreement and include only such work as QGD deems necessary to carry out and complete the project. The project scope shall not be altered except by mutual agreement and proper authorization to proceed. After the acceptance of any plans by the Client, and/or by the appropriate public agencies, any changes must be approved by QGD and agreement reached as to the additional compensation due QGD, if any.

Estimates, opinions, and statements of probable construction cost prepared by QGD represent its best judgment as a design professional and are supplied for the general guidance of the Client. Because QGD has no control over the costs of labor and material, over Contractor's methods of determining bid prices, or over competitive bidding or market conditions, QGD cannot and does not guarantee that any such estimates, opinions, or statements will not vary from Contractor's bids or actual cost to the Client.

CLIENT'S RESPONSIBILITIES

The Client shall designate, when necessary or appropriate for the expeditious completion of the Project, a representative authorized to act on its behalf with respect to the Project. The Client or its representative shall examine documents submitted by QGD. The client or its 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 QGD under this Agreement.



The Client shall furnish a certified land survey of recent date of the site of the Project giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements, and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

The Client shall also furnish, as applicable, zoning restrictions, and hydrological information relating to the site. Client shall be responsible for wetland, flood plain, and floodway delineation.

INDEMNIFICATION

Client will indemnify, defend and hold harmless QGD, its officers, directors, employees, and Sub-contractors from and against all claims and actions, including attorneys' fees, arising out of damages or injuries to persons or tangible property caused by a negligent act, error, or omission of Client or any of Client's agents, trade contractors, and employees in the performance of Services under this Agreement. Client will not be responsible for any loss, damage, or liability arising from the sole negligence of QGD, or QGD's sub-contractors, agents, staff or consultants.

In the event that Client institutes legal action of any kind (suit, arbitration, etc.) against QGD because of any failure or alleged failure to perform, error, omission, or negligence, and if such legal action is not successfully prosecuted or if it is dismissed, or if the decision is rendered for QGD, Client agrees to pay QGD any and all costs of defense, including attorney's fees, expert witness' fees, and court costs and any and all other expenses of defense which may be necessary. Payment shall be made immediately following dismissal of the case or immediately upon a decision being rendered in behalf of QGD.

TERMS OF PAYMENT

The Client shall pay QGD monthly as the work proceeds, and the fees shall be invoiced monthly as the work progresses on each phase. QGD shall determine the percentage of completion for purposes of the monthly billing. Reimbursable expenses are included in the Basic Services Fee.

All invoices are due upon receipt. QGD reserves the right not to start work on the next phase until all invoices for work on the prior completed phase have been paid in full. Payment for a phase shall be considered approval and acceptance of QGD's work on that phase. Overdue accounts are subject to a service charge of one percent (1.0%) per month on the unpaid balance. An account is considered overdue if an invoice is not fully paid thirty (30) days after the date of the invoice. This is an annual rate of twelve percent (12%).

Failure to pay any invoice prior to its becoming overdue shall entitle QGD, upon five (5) days verbal notice, to suspend performance of services under this Agreement. Unless payment in full is received by QGD within five (5) days of the date of the notice, the suspension shall take effect without further notice. QGD shall have no liability to Client for delay or damage caused Client because of such suspension of services. The failure of Client to make payments to QGD in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

Should QGD bring any action or proceeding at law or in equity to enforce payment of unpaid invoices, together with any and all service charges, and if QGD recovers judgment in any sum, QGD shall also recover reasonable counsel fees, service charges, and interest, as well as litigation and collection expenses, witness fees, and court costs, of the maximum extent allowed by law.

TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by the Client, under the same terms, whenever the Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by QGD either before or after the termination date shall be reimbursed by the Client.

In the event this Agreement is terminated, QGD shall be paid its compensation for services performed to the termination date, including reimbursable expenses then due.