

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2018-0076

Innoprise Contract #: C18-0039

Year: 2018

Amount: \$35,000.00

Department: VMO - John Keating

Contract Type: Professional Consulting

Contractors Name: ABW Financial Services LLC dba Kreshmore Group

Contract Description: Feasibility Analysis and Business Plan - Multi-Use Sports Facility

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES

Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

April 30, 2018

Mr. David J. Wabick, Jr.
Kreshmore Group
7021 W. 153rd Street
Orland Park, Illinois 60462

NOTICE TO PROCEED – Feasibility Analysis & Business Plan – Multi-Use Sports Facility

Dear Mr. Wabick:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of March 15, 2018.

Please contact John Keating at 708-403-6218 with any questions related to the work.

The Village will be processing a Purchase Order for this service and it will be emailed to your company when issued. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated March 5, 2018 in an amount not to exceed Thirty Five Thousand and No/100 (\$35,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: John Keating

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
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TRUSTEES

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Michael F. Carroll

March 5, 2018

Mr. Dovid J. Wabick Jr.
Kreshmore Group
7021 W. 153rd Street
Orland Park, Illinois 60462

NOTICE OF AWARD – Feasibility Analysis & Business Plan – Multi-Use Sports Facility

Dear Mr. Wabick:

This notification is to inform you that on February 19, 2018, the Village of Orland Park Board of Trustees approved awarding Kreshmore Group the contract in accordance with the proposal you submitted dated February 27, 2018, for Feasibility Analysis & Business Plan – Multi-Use Sports Facility for an amount not to exceed Thirty Five Thousand and No/100 (\$35,000.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 19, 2018.

- Attached is the Contract for *Feasibility Analysis & Business Plan – Multi-Use Sports Facility*. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Also enclosed are the Affidavit of Compliance and Insurance Requirements. Please complete and return directly to me along with the contract.
- Please submit a Certificate of Insurance from your insurance company in accordance with the enclosed Insurance Requirements form.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts,

Insurance Certificate and completed W-9 are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

cc: John Keating



ORLAND PARK

Feasibility Analysis & Summary Business Plan – Multi-Use Sports Facility (Contract for Professional Consulting)

This Contract is made this 5th day of March, 2018 by and between Village of Orland Park (hereinafter referred to as the "VILLAGE") and ABW Financial Services d/b/a Kreshmore Group (hereinafter referred to as the "CONSULTANT").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONSULTANT (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- This Contract
- The Terms and Conditions
- The Proposal dated February 27, 2018 as it is responsive to the VILLAGE's requirements
- Affidavit of Compliance
- Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONSULTANT agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Prepare a feasibility analysis and a summary business plan for the development of a multi-use sports facility in Orland Park. The analysis will include:

- *Market Needs Analysis*
- *Recommended Facility Layout*
- *Economic Impact Estimates*
- *Pro-Forma Capital Budgets and 5 Year Operations Forecast*
- *Financing Options*
- *Business Plan - including marketing, staffing, and facility programming*

See proposal for complete scope of work as requested by the Village of Orland Park

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount:

TOTAL COST: an amount not to exceed Thirty Five Thousand and No/100 (\$35,000.00) Dollars, payable on a time & materials basis. This amount includes a \$5,000 retainer payable upon execution of the contract.

SECTION 3: ASSIGNMENT: CONSULTANT shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion on or before June 1, 2018. This Contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONSULTANT shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONSULTANT, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONSULTANT, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONSULTANT shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The CONSULTANT shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the consultant shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONSULTANT in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONSULTANT agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONSULTANT hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONSULTANT and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONSULTANT shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the

basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONSULTANT and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONSULTANT and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONSULTANT shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 78-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONSULTANT:

David J. Wabick, Jr.
Director
Kreshmore Group
7021 W. 153rd Street, Ste 1
Orland Park, Illinois 60462
Telephone: 708-719-4121
Facsimile: 708-675-1505
e-mail: DJ@kreshmore.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONSULTANT's personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONSULTANT shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONSULTANT shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom

the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.


SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.


SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

In Item C. of CONSULTANT proposal dated February 27, 2018, the words "Payment will be expected within 30 days of receipt of the statement. Invoices unpaid within the 30 days are subject to a late fee and or interest equal to 7% per annum" shall be stricken in their entirety. Payment shall be made per the terms of Section 2 as stated above.

SECTION 14: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE
By: 
Print Name: Joseph S. LaMargo
Title: Village Manager
Date: 3/16/18

FOR: THE CONSULTANT
By: 
Print Name: David Wabick
Title: Director
Date: 3/15/2018

 **ORLAND PARK**
PROFESSIONAL CONSULTING SERVICES
GENERAL TERMS AND CONDITIONS

1. **Relationship Between CONSULTANT and VILLAGE:** The CONSULTANT shall serve as the VILLAGE's professional consultant on the WORK, or phases of the WORK, to which this Contract applies. This relationship is that of a buyer and seller of professional services and as such the CONSULTANT is an independent contractor in the performance of this Contract and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the VILLAGE. Nothing contained in this Contract shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONSULTANT.

2. **Responsibility of the CONSULTANT:** Notwithstanding anything to the contrary which may be contained in this Contract or any other material incorporated herein by reference, or in any Contract between the VILLAGE and any other party concerning the WORK, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the VILLAGE, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the WORK. The CONSULTANT shall not be responsible for the acts or omissions of the VILLAGE, or for the failure of the VILLAGE, any architect, another consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the WORK documents, this Contract or any other agreement concerning the WORK. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.

The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and the VILLAGE shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The CONSULTANT is not responsible for, and VILLAGE agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the CONTRACT DOCUMENTS, unless such errors are the result of the work of the CONSULTANT. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the CONSULTANT in the exercise of its professional service, is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. **Changes:** VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.

4. **Suspension of Services:** VILLAGE may, at any time, by written order to CONSULTANT (Suspension of Services Order) require CONSULTANT to stop all, or any part, of the services required by this Contract. Upon receipt of such an order, CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. CONSULTANT will not be obligated

to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Documents Delivered to VILLAGE: Drawings, specifications, reports, and any other WORK documents prepared by CONSULTANT in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. CONSULTANT shall have the right to retain originals of all WORK documents and drawings for its files. Furthermore, it is understood and agreed that the WORK documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the WORK, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of the WORK. These WORK documents are and shall remain the property of the CONSULTANT to the extent permitted by law. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the WORK.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the CONSULTANT reserves the right, upon prior written notice to the VILLAGE, to retain the original tapes/disks and to remove from copies provided to the VILLAGE all identification reflecting the involvement of the CONSULTANT in their preparation. The CONSULTANT also reserves the right to retain hard copy originals of all WORK documentation delivered to the VILLAGE in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. Reuse of Documents: All WORK documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by CONSULTANT pursuant to this Contract are intended for use on the WORK only. They cannot be used by VILLAGE or others on extensions of the WORK or any other project. Any reuse, without specific written verification or adaptation by CONSULTANT, shall be at VILLAGE's sole risk, and VILLAGE shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by VILLAGE and CONSULTANT.

The CONSULTANT shall have the right to include representations of the design of the WORK, including photographs of the exterior and interior, among the CONSULTANT's promotional and professional materials. The CONSULTANT's materials shall not include the VILLAGE's confidential and proprietary information if the VILLAGE has previously advised the CONSULTANT in writing of the specific information considered by the VILLAGE to be confidential and proprietary.

7. Opinions of Probable Cost: Since CONSULTANT has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable WORK cost provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgment as a financial and managerial advisory professional familiar with the sports industry, but CONSULTANT cannot and does not guarantee that proposal, bids or the cost will not vary from opinions of probable cost prepared by CONSULTANT. If, prior to any Bidding or Negotiating Phase, VILLAGE wishes greater accuracy as to the probable cost, the VILLAGE shall employ an independent cost estimator consultant for the purpose of obtaining a second probable cost opinion independent from CONSULTANT.

8. Successors and Assigns: The terms of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.

9. Waiver of Contract Breach: The waiver of one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Contract and shall not be construed to be a waiver of any provision, except for the particular instance.

10. Entire Understanding of Contract: This Contract represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. VILLAGE and the CONSULTANT hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Contract shall be null, void and without effect to the extent they conflict with the terms of this Contract.

11. Amendment: This Contract shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Contract".

12. Severability of Invalid Provisions: If any provision of the Contract shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Contract, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

13. Force Majeure: Neither VILLAGE nor CONSULTANT shall be liable for any fault or delay caused by any contingency beyond its or their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies

14. Subcontracts: CONSULTANT may subcontract portions of the WORK, but each subcontractor must be approved by VILLAGE in writing in advance.

15. Access and Permits: VILLAGE shall arrange for CONSULTANT to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the WORK. VILLAGE shall pay costs (including CONSULTANT's employee salaries, overhead and fee) incident to any effort by CONSULTANT toward assisting VILLAGE in such access, permits or approvals, if CONSULTANT performed such services.

16. Designation of Authorized Representative: Each party to this Contract shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the WORK. The persons designated shall review and respond promptly to all communications received from the other party.

17. VILLAGE's Responsibilities: The VILLAGE agrees to provide full information regarding requirements for and about the WORK, including a program which shall set forth the VILLAGE's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The VILLAGE agrees to furnish and pay for all legal, accounting and insurance counseling services as the VILLAGE may require at any time for the WORK, including auditing

services which the VILLAGE may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the VILLAGE. In addition, VILLAGE shall give prompt written notice to the CONSULTANT whenever the VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's services, or any defect or non-conformance of the work of any subcontractor.

18. Information Provided by Others: The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of its services for the WORK. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, CONSULTANT determined inaccuracies or incompleteness. The VILLAGE recognizes that it is impossible for the CONSULTANT to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the VILLAGE is providing.

19. Terms of Payment: CONSULTANT shall submit monthly statements for basic and additional services rendered and for reimbursable expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the VILLAGE has not paid amounts properly due the CONSULTANT, CONSULTANT may after giving seven days written notice to VILLAGE, suspend services under this Contract until CONSULTANT has been paid in full all amounts properly due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to VILLAGE for any costs or damages as a result of such suspension.

20. Hazardous Materials/Pollutants: Unless otherwise provided by this Contract, the CONSULTANT and any sub-contractors shall have no responsibility for the discovery (unless such discovery should have been made by the CONSULTANT in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at any WORK site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the CONSULTANT or sub-consultants.

21. Attorney's Fees: In the event of any dispute that leads to litigation arising from or related to the services provided under this Contract, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.

22. Insurance: The CONSULTANT shall provide the VILLAGE with certificates of insurance evidencing all coverage held by the CONSULTANT, with coverage minimums and from insurance providers in compliance with VILLAGE requirements.

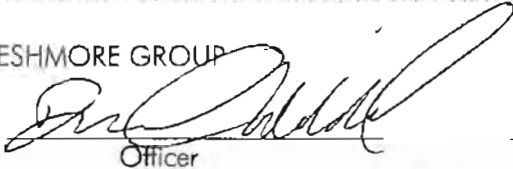
23. Electronic Transmissions: The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by e-mail or facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by e-mail or facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

24. Certifications, Guarantees and Warranties: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions the existence of which the CONSULTANT cannot ascertain. The VILLAGE also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND CONSULTANT:

KRESHMORE GROUP

By:



Officer

3/13/2018

Date

Print Name:

David Wabick

VILLAGE OF ORLAND PARK

By:



Officer

3/16/18

Date

Print Name:

Joseph S. LaMargo



Village of Orland Park
Joseph S. La Margo, *Village Manager*
14700 Ravinia Avenue
Orland Park, Illinois 60462 USA
jlamargo@orlandpark.org

2/27/2018

RE: Feasibility Analysis and Summary Business Plan for the Development of a Multi-Use Sports Facility in Orland Park, Illinois

Dear Mr. La Margo:

Thank you for considering the services of ABW FINANCIAL SERVICES D/B/A KRESHMORE GROUP (hereinafter referred to as "Kreshmore"). This proposal seeks to outline the chief responsibilities of Kreshmore and the related compensation thereof to provide a Feasibility Analysis and Summary Business Plan to aid the Village of Orland Park ("The Client") in its determination of the viability and economic merits of renovating and expanding of existing sports facilities that will better serve local teams, leagues, and events while driving additional sport related business opportunities ("The Project") in Orland Park, Illinois. Kreshmore understands that the Village's first priority will always be to meet the needs of resident (in-house) programs. However, the Village recognizes these assets can also be used to drive economic activity with better utilization.

Kreshmore will work diligently alongside Village staff and related professionals to expediently analyze information, formulate suggestions in the form of a deliverable narrative, and ultimately offer a recommendation for further action. Kreshmore's plan can be defined as follows:

Phase I:

During this phase Kreshmore will analyze current Orland Park athletic facilities, the relevant market, and its potential contribution thereto in order to determine the economic feasibility and viability of renovations. Kreshmore will work with The Client to develop a preliminary business and development plan suitable for a project of this type. This Phase will include the following:

I. Feasibility Analysis: The feasibility analysis will include the below:

- A) Market Needs Analysis:** Kreshmore will provide a market analysis which will address the following:
 - a. Facility demand on a local, regional, and national level
 - 1. Facility demand on a local level will include an analysis on the current needs of Orland Park's in-house programs
 - b. Identification and analysis of comparable facilities in the market
 - c. Market use and opportunities by sport
 - 1. Analysis of auxiliary uses by activity
 - d. Market opportunities locally, regionally, and nationally
 - e. Transportation and accessibility
 - f. Demographic analysis
 - g. Visitor industry characteristics

- h. Market opportunities for State Tournaments, World Series, and other National or World events by sport
- i. Market revenue rates for:
 - 1. Tournaments
 - 2. Rentals
 - 3. Leagues
 - 4. Events
 - 5. Other Specialty Programs
- j. All other related information

B) Facility Description and Layout: Kreshmore will provide a description of the current athletic facility layouts at the John Humphrey Complex, Centennial Park, and Cachey Park locations as well as proposed renovations to those existing facilities. Kreshmore will provide an additional proposed layout of a newly developed outdoor athletic facility that will lie on 75 acres of undeveloped land that will operate in unison with the proposed renovations to the John Humphrey Complex, Centennial Park, and Cachey Park locations. Kreshmore will not provide architectural or engineering drawings and it would be suggested that the client retain a qualified land planner which can provide an actual layout of the facility. Kreshmore will consult with the land planner to provide a design which will allow for the most efficient use of the land while maximizing usage through effective programming. Kreshmore will provide the following:

- a. Recommendations for a base plan for refurbishing the John Humphrey Complex, Centennial Park, and Cachey Park locations that would include projected renovation costs being centered around the more efficient use of space for current Orland Park in-house programs as well as additional programming opportunities through baseball, softball, soccer, and lacrosse events while identifying alternative programming during non-peak times.
- b. Identify and evaluate alternative plans that include modifications to existing layouts that would provide for improved utilization of fields and better meet market needs. These alternatives will include renovation costs and the correlating business case for each alternative.
- c. The recommended layout, size, facility, attributes, and projected development costs (land cost notwithstanding) for a newly developed outdoor athletic facility that will work in unison with the proposed renovations to the John Humphrey Complex, Centennial Park, and Cachey Park locations.

C) Economic Impact Estimate: Kreshmore will provide an economic impact analysis which will include the below:

- a. Estimated hotel room nights
- b. Job creation
- c. Annual economic output
- d. Annual direct spending
- e. Annual county/local revenue
- f. Other ancillary economic impacts

- D) Pro-Forma Capital Budgets and 5-Year Operations Forecast:** Kreshmore will complete project-level capital budgets, source and use of funds, and a 5-year project pro-forma/forecast. The presentation will include the project summary, economic analysis, sponsor information, and other pertinent information.
- E) Economic Analysis:** An economic analysis will be provided on the contribution and costs relative to the project over a 20 year period based upon project start up and stabilization over the identified period. Additional capital expenditures needed during this period will be considered in the analysis.
- F) Financing:** Kreshmore will explore all available financing, capital, grant, and other incentive options (hereinafter referred to as "Capital Sources") available for the project. Kreshmore will identify the opportunity to access the various sources of capital. The Capital Sources include, but are not limited to, the following:
- a. Conventional financing
 - b. Tax Exempt financing
 - c. Grants available from Federal, State, Corporate, and Private Sources
 - d. Incentive financing
 - e. Sponsorship and contribution programs
 - f. Other private capital

Upon thorough analysis of Capital Sources, Kreshmore will provide The Client with the available structures and a related cost-benefit analysis.

- II. Summary Business Plan:** Kreshmore will prepare a summary business plan. The plan will include the following:

A) Pro-Forma Budget:

- a. A pro forma operating budget which includes:
 - 1. Revenue projections based upon more efficient in-house programming with a full analysis on market data and market absorption for newly created opportunities in both the event and rental avenues which will include the following:
 - a. Event entry revenue projections
 - b. Concession revenue projections
 - c. Gate fee and admission revenue projections
 - d. Hotel and other rebate revenue projections
 - e. Other ancillary revenue projections such as merchandising, parking, etc.
 - f. Ancillary revenue projections for non-peak times
 - g. Other rental revenue
 - 2. Revenue projections for sponsorship and donor programs based upon experience ratios and market acceptance
 - 3. Expense projections based upon detailed budget by line item
 - 4. Employee expense projections based upon staffing plan as it relates to overall business plan
 - 5. Debt service costs based upon anticipated financing costs related to the targeted debt structure.

- B) **Summary Marketing Plan:** A summary marketing plan in accordance with facility and client objectives.

- C) **Project Staffing Plan:** Develop a project staffing plan which will allow for an effective and successful opening as well as long term operational efficiency that will provide for sustained growth. The staffing outline will include the following:
 - a. Operational staffing
 - b. Sport specific staffing
 - c. Marketing staffing
 - d. Administration staffing
 - e. Maintenance staffing
 - f. Management staffing
 - g. Additional staffing

- D) **Facility Programming:**
 - a. Identify programming for the proposed John Humphrey Complex, Centennial Park, and Cachey Park renovated locations
 - 1. Outline current usage needs for Orland Park in-house based programs and better establish usage policies and rental timelines that will allow for an adequate amount of time to create new programming
 - 2. Outline peak weekends, age groups, and event types in order to maximize facility usage through newly created programming
 - 3. Outline alternative programming to provide diversity and longevity in programming
 - 4. Outline event participant pricing based on event type, season, age group, and duration of the event
 - b. Identify programming for the proposed newly developed outdoor athletic facility
 - 1. Outline usage of the facility as it pertains to the newly renovated John Humphrey Complex, Centennial Park, and Cachey Park locations.
 - 2. Outline peak weekends, age groups, and event types in order to maximize facility usage
 - 3. Outline alternative programming to provide diversity and longevity in programming
 - 4. Outline event participant pricing based on event type, season, age group, and duration of the event

Our estimate for services during the pre-development phase is \$20,000 to \$35,000 in total billings exclusive of out of pocket costs, total billings will not exceed \$35,000.

The following are key terms of the agreement:

- A. **COMPENSATION:** Kreshmore is compensated on an hourly basis. Hourly fees for Kreshmore are as follows:

- a. Senior Professional Staff \$250
- b. Director/Senior Associate: \$200

- c. Associate/Analyst: \$150
- d. Support Staff: \$100

B. DIRECT COSTS:

The Client agrees to be responsible for direct costs incurred by Kreshmore on your behalf. Such costs include travel and related expenses, shipping, and other related costs. Costs do not include those items normally viewed as Company overhead such as office supplies or related items. Material out of pocket expenses must be approved by client prior to incurring.

C. BILLING

Periodic statements will be sent. Payment will be expected within 30 days of receipt of the statement. Invoices unpaid within the 30 days are subject to a late fee and or interest equal to 7% per annum.

All checks can be mailed to the corporate office located at the below address:

7021 W. 153rd Street
Suite 1
Orland Park, Illinois, 60462

D. RETAINER:

A retainer of \$5,000 is due upon execution of this agreement and will be applied towards the pre development phase work. The retainer will be credited against monthly worked performed until it is depleted.

All checks can be mailed to the corporate office located at the address found in Section "C" above

E. LAW GOVERNING DISPUTES

The retainer agreement and any dispute between The Client and the Company will be construed under the Laws of The State of Illinois.

F. BINDING EFFECT:

The provisions of this agreement shall be binding upon your heirs, personal representatives, successors, and assigns in like manner as on you unless modified by mutual written agreement.

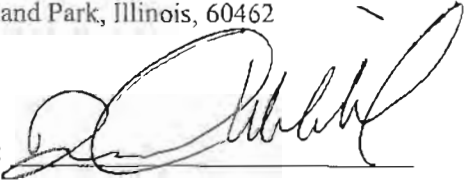
G. RIGHT TO TERMINATE

You have the right to terminate this agreement, in writing, at any time. You will be liable for fees and expenses through the date of receipt by Kreshmore of the termination. The Company has the right to terminate representation of you by giving 15 days' notice. If this agreement is terminated and Kreshmore procured the end loan, The Client is still responsible for paying the aforementioned fee.

By signing in the space provided below, the clients acknowledge their acceptance of all terms of this letter agreement.

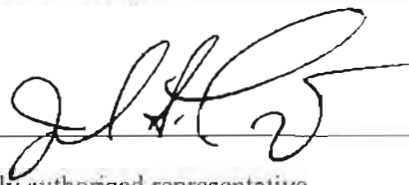


Sincerely,
Kreshmore Group
7021 W. 153rd Street
Suite 1
Orland Park, Illinois, 60462

By: 

David J. Wabick Jr., Director

Agreed and accepted as of the date set forth above:
Village of Orland Park
Village Manager
Joseph S. La Margo

By: 
Its duly authorized representative

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]



ABOUT KRESHMORE GROUP

Our Story

Kreshmore Group and its affiliates have a long history of business development, consulting, advisory, and sports facilities/events development and implementation. Kreshmore, directly or through its affiliates has:

1. Owned and operated its own 80 acre sports facility in Bourbonnais, IL.
2. Owned and operated its own sports events management company where it developed and executed on local, regional, and national level events.
3. Owned and operated its own amateur scouting and player profile company that helped youth baseball players get notoriety from collegiate and professional scouts. This same program sent teams internationally to events on an annual basis.
4. Consulted on the development of sporting and entertainment facilities in the midwest.
5. Conducted brief feasibility studies on prospective sporting facilities in the region.
6. Acted as the state director for nation's largest sanctioning body for IL, IN, WI.
7. Acted as the High School Elite Director for the nation's largest sports sanctioning body.
8. Started a major travel baseball organization that now runs roughly 10 teams annually at a national level.

Our Approach

Our approach is unique in that we not only have the professional expertise of a financial and managerial consulting/advisory firm but we also have unique and specific knowledge in sports programming, facility development/management, and direct economic impact related thereto.

References (contact information available upon request)

- Ed Greco: President, Greco and Sons Inc.
 - egreco@grecoandsons.com
- Keith Orr, CPA: Founding partner, Tighe, Kress, Orr CPA
 - keith.orr@tkocpa.com
- Mike Kenna: President, American Mattress
 - kennaam@msn.com
- Paul Cumberland: Chief Investment Officer, Wanxiang America
 - pc@chinaunitedcapital.com
- Matt Dennison: Market President, Midland States Bank
 - mdennison@midlandsb.com
- Paul Schaller: Senior Vice President, Bank of the Wisconsin Dells
 - pschaller@dellsbank.com
- Mike O'Meara: Managing Partner, South Branch Capital Partners
 - mike@southbranchcp.com
- Pete Cirino: President, A123 Systems
- Don DeDonatis: President, United States Sports Specialty Association
- Jeff Hammonds: Special Assistant, Players Services, Major League Baseball Players Association
 - jbhammonds@gmail.com
- Michael Schmidt: Executive Director, World Baseball and Softball Confederation
- Damon Zumwalt: President/CEO, Woodside Sports Complex/Contemporary Services Corporation
- Mike Kaminski: Founder/President, Chula Vista Resort/Wisconsin Dells Dome
 - mikek@chulavistaresort.com

Our Professionals

“DJ” David J. Wabick Jr.

DJ Wabick is a current USSSA (United State Specialty Sports Association) Senior Vice President with a very diverse sports background. Originally drafted out of high school by the Chicago White Sox (2002), DJ continued onto college where he would become a Division I Baseball All-American at the College of Charleston (2005). That same year DJ was drafted once again, but this time by the New York Mets organization where he would go onto play for parts of six seasons reaching as high as AAA.

Following his playing career, DJ started working with the United States Specialty Sports Association (USSSA) where he would work his way up from a local director (2010 – 2012), to a State Director (2013-2016), to a USSSA Senior Vice President (2016 – present).

Though DJ has been involved numerous aspect of sports, his passion lies particularly within the development and growth aspect which has led him to work with many different professional players around the country as well as various other prestigious groups. DJ’s passion for development has allowed and afforded him with the opportunity to travel extensively on an international level where he has helped oversee and run numerous events in Italy, Germany, Spain, Belgium, Bulgaria, Poland, Romania, Mongolia, Tanzania, Nigeria, Ghana, and Uganda while working in other capacities in Asia and Mexico. DJ’s international relationships and work has allowed for USSSA to become an Associate Member of the World Baseball and Softball Confederation (WBSC), the official coach development partner of the WBSC, and acquire the hosting rights for the 2018 WBSC Woman’s Baseball World Cup while working on various other projects for the WBSC.

In addition to his international work, DJ has worked in many capacities on events and projects throughout the United States. Due in large part to his background, in 2017 DJ helped put together and run a large National Development program, the Select 30, featuring the Major League Baseball Players (MLBPA) and has been involved with a diverse list of events held at facilities such as ESPN’s Wide World of Sports, Big League Dreams facilities, and numerous complexes out of the Midwest including the Louisville Slugger Sports Complex in Peoria, IL. DJ also helped with various aspects of the development and program implementation at the Woodside Sports Complex located in Mauston, WI.

Beyond our own expertise and involvement, we bring a menu of outside experts that share our philosophy for building strong, lean, and flexible organizations. They are on-call for specific tactical guidance or as outsourced execution resources on special projects.

 **ORLAND PARK**
AFFIDAVIT OF COMPLIANCE

The undersigned David Wabick, as Director
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of ABW FINANCIAL SERVICES LLC, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No []

Federal Employer I.D.#: 35-2511978
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation IL 5/29/2014
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act (Illinois Human Rights Act) (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "... every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes No

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposal Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

David Wabick
Signature of Authorized Officer

David Wabick
Name of Authorized Officer

Director
Title

3/13/2018
Date

Subscribed and Sworn To
Before Me This ____ Day
of _____, 20__.

Notary Public Signature

(NOTARY SEAL)

NOTEPAD:

HOLDER CODE ORLANDP
INSURED'S NAME ABW Financial Services d/b/a

ABWLL-1
OP ID: MG

PAGE 2
Date 03/16/2018

- The Village of Orland Park, and their respective officers, trustees, directors, employees and agents

Waiver of Subrogation in favor of the additional insureds applies to the General Liability and Workers Compensation coverage.