

**CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
FOR CONCEPT AND SCHEMATIC DESIGN SERVICES FOR THE PLACE OF REMEMBRANCE**

THIS AGREEMENT (“Agreement”) is dated as of the 14th day of January, 2026 (**“Effective Date”**) and is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (**“City”**), and SWA Group, Inc., a California corporation (**“Consultant”**) (collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The City hereby engages the Consultant to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: create a meaningful and lasting place of remembrance to honor the victims of the 2022 Highland Park shooting and pay tribute to the community’s resilient spirit. This place of remembrance will serve as a place of reflection, remembrance and solace for the community and future generations (collectively, the **“Services”**).

B. Services. The Consultant has submitted to the City a description of the Services, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties. The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (**“Time of Performance”**).

D. Reporting. The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Consultant; or (ii) create any relationship between the City and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

G. Mutual Cooperation. The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Consultants engaged by the City.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by City or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed \$262,500.00 ("**Compensation**"), as outlined in the Scope of Services, plus reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the City without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the

use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

G. Additional Services. The City will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of City Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the City. The City approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this

Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the City determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the City has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the City by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the City that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the City. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the City regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that, contingent on payment of all undisputed fees owed to Consultant under this Agreement, all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the City. At the City request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States

Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a “work for hire,” the Consultant irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Consultant will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant’s possession, those items will be restored or replaced at the Consultant’s expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the “**Disclosure Laws**”). In the event that the City requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Consultant will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

SECTION 6. STANDARD OF CARE.

The Consultant represents that the Services will be performed in accordance with the standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. The Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services

in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify City in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* *The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality,

domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification.

1. The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, and employees, from any and all claims, suits, actions, judgments, orders, demands, losses, damages, and liability of whatsoever nature, and reasonable costs and expenses caused by, resulting from, arising out of the acts errors or omissions of the Consultant, its employees and its consultants in the performance of, or failure to perform, the Services under this Agreement; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

2. In light of the limited ability of the Consultant to affect the risks inherent in the Services and of the disparity between Consultant's fee and the potential liability for problems with the Services, to the greatest extent permitted by law, Consultant's liability to the City for any claim or cause of action based on breach of contract, indemnity, negligence or any other theory of liability shall be limited to the fee received for Consultant's services or the amount of available and applicable insurance at the time of any settlement, judgment, or award, whichever is greater.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits as required herein to be acceptable to the City, and the Consultant must provide certificates of insurance and endorsements as required herein to be acceptable to the City and including the limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates and endorsements and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a standard ISO form or carrier equivalent to be acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class VIII or better, in Best's Insurance Guide. Each insurance policy must provide that no cancellation of any insurance will become effective until the expiration of 30 days after written notice of the cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all

times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***“Event of Default”***), and fails to cure any the Event of Default within ten days after the Consultant’s receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys’ fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. City Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: Emily Taub, Assistant City Manager
E-mail: etaub@cityhpil.com

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel
E-mail: steven.elrod@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

SWA Group
530 Bush St, 6th Floor
San Francisco, CA 94108
Attention: Daniel Cunningham, Principal
Email: dcunningham@swagroup.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Lake County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Lake County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits **A** and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 2.C, 5, and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period

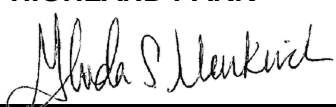
shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

By:  1/14/2026
City Clerk

CITY OF HIGHLAND PARK

By: 
City Manager

ATTEST:

By: _____
Title: _____

CONSULTANT

By:  1.15.2026
Its: Rene Bihan
Managing Principal

APPROVED AS TO FORM ONLY
HMP
CORPORATION COUNSEL

EXHIBIT A
PROPOSAL

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with the below limits:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-each occurrence

\$500,000 disease-each employee

\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Commercial Auto Liability with a limit of liability for bodily injury and property damage of not less than \$1,000,000 each accident for vehicles owned (if any), non-owned, or rented.

All employees will be included as insureds.

C. Commercial General Liability with coverage written on an "occurrence" basis and with the below limits:

\$2,000,000 Bodily Injury and Property Damage Each Occurrence and General Aggregate

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Contractual Liability pursuant to standard ISO form CG 00 01 or carrier equivalent

D. Professional Liability Insurance. With a limit of liability of \$1,000,000 per claim and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of negligent acts, errors, or omissions in Consultant's performance of professional services under this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

- F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation/Employers' Liability

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Highland Park including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

Additional Insured

Policy or Policies

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The City has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City will be limited to the scope of the Work that the Consultant is to provide for the City;
2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
 - a. **Trade Secrets of the City.** The GIS Data constitutes proprietary materials and trade secrets of the City and is the property of the City;
 - b. **Consent of City Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the City.
 - c. **Supply to City.** At the request of the City, the Consultant will provide the City with all information that has been developed by the Consultant based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and
 - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the City, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the City will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

swa

November 3, 2025
Rev: January 5, 2026

www.swagroup.com

Gerdo P Aquino
Thomas Balsley
Dhaval Barbhaya
Kinder Baumgardner
Matt Baumgarten
Natalia Beard
René Bihan
Zane Busbee
Shuyi Chang
Richard Crockett
Ning Deng
Marco Esposito
Ying-Yu Hung
Bill Hynes
Jeremy Klemic
Abdallah Labib
Hui-Li Lee
Steven Lee
Margaret Leonard
Chih-Wei Lin
Scott McCready
Charles S McDaniel
Sean O'Malley
Timothy Peterson
Haifeng Ren
Rhett Rentrop
Michael Robinson
R Joseph Runco
Stephen Rydzon
Todd Strawn
David P Thompson
James Vick
John L Wong
Jack Wu
Shuntaro Yahiro
Ji Hyun Yoo
Peiwen Yu
Yang Zhang
Xiao Zheng

City of Highland Park
1707 St. Johns Ave
Highland Park, Illinois 60035

Attn: Emily Taub, Assistant City Manager
Re: Highland Park Place of Remembrance
HDKT502

Dear Ms. Taub,

We are pleased to submit the following proposal for Professional Services in connection with the project referenced above.

This Agreement is by and between SWA Group (SWA), a California corporation, and the City of Highland Park (the Client), Illinois.

SWA shall provide professional services on the project referenced above, the extent of which is indicated on the attached drawing entitled Exhibit A. The project includes two sites which may be generally described as "Port Clinton Plaza" and "The Rose Garden."

APPROACH AND UNDERSTANDING

The scope of this Project is the design of a public Place of Remembrance for the Victims of the tragic events of 7/4/2022. The Place of Remembrance will be designed across two sites in downtown Highland Park: The Rose Garden and Port Clinton Plaza. SWA and Sub-Consultants will provide Project Administration; Listening, Discovery, and Community Engagement; and Schematic Design services. Design Development, Construction Documentation, and Construction Administration are not included but are considered in this proposal for purposes of ROM fee estimates and project schedule. A full proposal for these services will be provided upon confirmation of design concept by the following Community Engagement.

The scope outlined assumes a kickoff date in January 2026, and a goal for completed project construction in September of 2027. The Project and Project Team will follow Trauma-Informed guidelines established following Kickoff to ensure a safe and welcoming process and outcome for community members. Our understanding is that the City of Highland Park will administer the Project through the Place of Remembrance Working Group unless otherwise communicated.

I. SCOPE OF SERVICES

- A. SWA will provide Design Consultation for the following items:
1. Project programming and vision.
 2. Entitlement process.
 3. Public outreach strategy.

swa

4. Workshops/Stakeholder Meetings/Charrettes.

B. SWA will provide concept and schematic design, as later described, for the following scope items:

1. Preparation of conceptual grading plan indicating the grading design through use of contours and/or spot elevations.
2. Coordination with the civil engineer to maintain the aesthetic and surface function on the engineered grading and water quality plans.
3. Pedestrian pavements. Based on the site conditions, it is assumed that no vehicular pavements, parking facilities, or bicycle routes are part of this project scope.
4. Landscape walls, steps, railings and related site elements not a part of the buildings, if any.
5. Fences, trellises, shade structures, decks and fixed seating devices, if any.
6. Site furnishings including benches, tables, umbrellas, planter pots, trash receptacles, bike racks and drinking fountains, if any.
7. Siting, sizing, location of ornamental pools and fountains.
 - a. Structural, mechanical, and electrical engineering services are not included in the scope at this time.
8. Planting.
9. Landscape soils management.
10. Coordination of site graphics.
11. Coordination of site artwork.

C. Sub-consultants Contracted to SWA:

SWA will manage the following consultants. The Scope of their work outlined below and included in Exhibit B.

1. WSP Engineering: Civil Engineering, Lighting Design, Structural Engineering, MEP Engineering, Surveying, Geotechnical Engineering
2. All Together: Community Outreach & Engagement, and External Communications.

D. Limitations of SWA Scope of Work

1. The contribution of SWA to the project shall be limited to areas of design and aesthetics and SWA does not assume responsibility for the work of others in the production of construction documents or the sufficiency thereof necessary to the execution of the work.
2. Design of Scope Items shall not include structural provisions for support of such items in the structure of the building; penetrations of the structure of the building for structural, mechanical, electrical or plumbing connections; actual connection to structural, mechanical, electrical and plumbing systems of the building (other than point-of-connection in planters for irrigation); waterproofing of the structure or protective covering of that waterproofing; or waterproofing of penetrations of the structure.

E. Sub-consultants Not Contracted to SWA

If required, SWA will retain and direct the services of the following professional consultants. Fees for such services are not included in this contract and shall be the subject of future agreements.

1. Structure, recirculation systems and lighting of ornamental pools and fountains.
2. Site lighting selection, attachment detailing, layout circuitry and photometric analysis.
3. Fountain design details, MEP, lighting and programmed effects.
4. LEED, green building, sustainability consultant.
5. Lighting design.
6. Engineering services (MEP, geo-tech, environmental).
7. Soils consultant.
8. Hydrology, water systems.
9. Industrial design.
10. Graphic design, wayfinding, signage, communications, website design, multi-media.
11. Architecture and site architecture.
12. Cost estimating (opinion of probable cost).
13. Post-occupancy evaluation.
14. Professional renderings/perspectives or animations.
15. Coordination of site utilities.
16. Arborist, horticultural consultants.

II. PROCEDURE

A. Project Administration

SWA will provide Project Administration services, including Project Kickoff, establishment of Trauma-Informed Guidelines, Project Schedule and Schedule Updates, and Bi-weekly OA/OAC meeting agendas and summaries. SWA will facilitate communication between the Client and the Design Team.

1. Project Kickoff Meeting; Agenda + Summary (virtual)
2. Project Schedule; Schedule Updates as Required
3. Initial Site Walk; Itinerary + Summary (In person)
4. Virtual Bi-Weekly OA/OAC Meetings; Agenda + Minutes (10)
5. Internal Design Team Coordination Meetings (10)
6. Project Communications and notes

B. Listening, Discovery & Engagement

SWA and All Together (Engagement Sub-Consultant) will support the City of Highland Park in facilitating a thorough Listening, Discovery, & Engagement process which builds consensus through diverse opportunities for input and co-creation. The Community Engagement Plan will establish a Digital Engagement Platform as well as a schedule and outlines for Stakeholder and Community Meetings. The Design Team and Client will produce a shared External Communications Document to ensure coordinated outreach.

This phase will also address physical assessments of the two sites, including a Civil Site Survey and Existing Conditions Analysis.

1. Existing Conditions Analysis and Report
2. External Communications Document
3. Community Engagement Plan
4. Stakeholder Meeting Outlines & Materials (12) In Person
5. Community Meeting Outlines & Materials (2) In Person

C. Concept Refinement & Schematic Design

In parallel with Community Engagement, SWA will develop Concept Refinements which build upon initial Concepts for both sites. Concepts will be explored with the community and the Working Group with the goal of building consensus. An Approved Concept will be developed to a Schematic Design level.

1. Concept Refinements – Up to 2 Rounds of Concept Revisions
 - a. Illustrative Plans
 - b. Perspective Renders (5 per concept)
 - c. Site Analysis Diagrams
 - d. Material and Planting Palettes
2. Schematic Design Package (Preferred Concept)
 - a. Site Layout and Materials
 - b. Tree Preservation Plan
 - c. Preliminary Planting Design
 - d. Schematic Site Sections
 - e. Schematic Design of Site Features
 - f. Environmental Graphic Concepts for Memorial Features
3. Historic Preservation Committee
 - a. Package Development and Submission
 - b. Presentation to Plan and Design Commission as required
 - c. Revisions and responses to Schematic Design based on Plan and Design Commission Review and Comment
4. ROM Opinion of Probable Cost

III. DEVELOPMENT BUDGETS

- A. As part of Schematic Design Phase, a proposed landscape construction budget for all items of work under the Scope of Services shall be established and approved.
- B. **This budget shall be revised and approved at the completion of Design Development Phase and Construction Documentation Phase (DD and CD not included in this scope).**

IV. DESIGN APPROVAL

Emily Taub has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval. In the event that the design, as approved by Emily Taub is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.

V. MEETINGS AND SITE VISITS

- A. This proposal includes Professional Service time for up to fifteen (15) in-person meetings, including Project Kickoff and Engagement Meetings/Events, up to ten (10) virtual online OAC meetings for coordination or presentations with the Client, agencies, consultants or the Owner, as outlined above in II.A and II.B, and up to ten (10) virtual online meetings for internal design team coordination.
- B. Additional meetings or site visits, if required, shall be provided as Additional Services. Travel expenses shall be billed as Reimbursable Costs.

VI. EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- 1. Arborist Assessment of existing trees.
- 2. Existing site engineering and utility base information.
- 3. Engineering other than that provided within the Scope of Services.
- 4. Site environmental studies and documentation.
- 5. Interior planting design.
- 6. Waterproofing design.
- 7. BIM/REVIT or similar.
- 8. LEED documentation preparation and analyses.
- 9. Expediting, code, zoning consultant.
- 10. Any item not specifically addressed in this proposal.

VII. FEES AND TERMS

Services described above shall be provided for the fixed sum of Two-Hundred and Sixty-Two Thousand and Five Hundred (\$262,500) Dollars, not including reimbursable expenses and those excluded services, in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference. Estimated fees for future phases not included in this proposal are included in Exhibit C.

We estimate the following fee breakdown by Task for Phase 1:

Task	Fee	Meetings	Duration
SWA Prime: Project Administration	\$36,000	12	22 weeks
SWA Prime: Listening, Discovery & Engagement	\$36,000	14	22 weeks
SWA Prime: Concept Refinement & Schematic Design	\$65,000	10	18 weeks
WSP: ALTA Survey Estimate	\$40,000		
WSP: Civil Schematic Design	\$25,000		
All Together: Engagement and Outreach	\$60,500		
Fee Total		\$262,500	

We estimate the cost of Reimbursable Costs as identified in Appendix A will not exceed \$8% without further authorization from the Client.

We would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA Group



Rene Bihan, Managing Principal
Contracting Agent
Landscape Architect, CA License #3682

Accepted: City of Highland Park

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

RB/dc/bw

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In order to expedite invoicing, please indicate the following:

Billing Address:

Company Name: _____

Address: _____

Attention: _____

Your reference name/number:

Your Purchase Order or Contract Number reference for invoicing:

APPENDIX A

Appended to and part of Agreement for Professional Services between SWA Group (SWA) and AP+I (the Client), dated October 15, 2025.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost plus ten percent (10%) and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the IRS-allowable rate at the time of traveling. International flights shall be business class.
- C. Cost of postage and shipping expenses other than first class mail.
- D. Special renderings, special process printing, special equipment, special printed reports or publications, maps and documents, requested by the Client and approved in writing.

ADDITIONAL SERVICES

Provided SWA has been paid per this agreement, Additional Services may be provided on a time basis computed by the number of hours spend in connection with the referenced project. The following are committed to this project:

Rate / Hour	
Daniel Cunningham	\$220
Ben Waldo	\$171
Olivia Pinner	\$136

Other principals, if used on this project, have rates ranging from \$200 to \$352 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

Current staff rates range between \$90 and \$210.

Additional Services are any services not included within the contract scope and include but are not limited to:

- A. Making planning surveys, feasibility studies, and special analyses of the Client's needs to clarify requirements for project programming.
- B. Master planning.
- C. Site planning.
- D. Preparation of technical sections of specifications in other than Construction Specifications Institute (CSI) format.
- E. Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client; required by the enactment or revision of codes, laws or

regulations subsequent to the preparation of such documents; or the preparation of alternates or deductive change orders requested by the Client.

- F. Repackaging or modifications to plans due to changes by other consultants following completion of SWA's 100% construction documents.
- G. Plan preparation for and construction observation of portions of a project let on a segregated bid basis or to be phased during construction.
- H. Services with respect to replacement of any work damaged during construction.
- I. Services required as a result of the default or insolvency of contractor.
- J. Preparation of as-built drawings, record drawings or of measured drawings of existing conditions.
- K. Providing prolonged construction observation should the construction time be substantially extended through no fault of SWA.
- L. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for SWA scope items is reduced through no fault of SWA.
- M. Providing services if, in "fast-track" projects, revisions to design or construction documents are required because of prior construction commitments or changes required in the construction process or phasing outside the control of SWA.
- N. Cost of review as to form of lenders documents, certifications and consents to assignment requested of SWA during the term of this Agreement.
- O. Fees for additional consultants not included in SWA's Basic Services and retained with the approval of the Client.
- P. In-house professional photography or drone photography.
- Q. 3D printing.

END

EXHIBIT A - PROJECT SCOPE AREAS

**Project scope areas outlined below are approximate based on RFQ. Precise extents will be confirmed with City of Highland Park based on Topographic Boundary Survey to be performed as part of this work.*





Highland Park Approach and Scope

October 28, 2025. draft.

Engagement Philosophy & Approach

All Together will provide comprehensive community engagement services for the Highland Park Place of Remembrance project. The approach will be trauma-informed and tiered, honoring the diverse experiences of those impacted by the July 4, 2022 tragedy.

Throughout all engagement activities, All Together will:

- Create psychologically safe spaces for participation
- Offer multiple modes of participation (in-person, virtual, written)
- Respect individual comfort levels and boundaries
- Maintain strict confidentiality protocols
- Work collaboratively with City staff and mental health professionals
- Provide clear communication about how input will be used

Our engagement strategy recognizes that healing and remembrance are processes, not destinations, and centers the voices of victims' families, survivors, and the broader Highland Park community throughout the design journey:

Tier 1 (Heart)

Identified as **victims, survivors**, their **friends and family**, and the **HP Remembrance Committee**. In an intimate setting, Tier I will be allowed to share their experiences, hope for a memorial, and be engaged throughout the process for feedback and approval.

- Most intimate level of engagement
- One-on-one conversations in homes or virtually
- Led by City staff with All Together support
- Multiple touchpoints throughout the process
- Highest level of sensitivity and confidentiality

Tier 2 (Home)

Identified as **residents, local businesses nearest to the event + future memorial site, wraparound services, first responders, City Council**, and **other community partners** who would benefit from sharing their experiences, opinions, and feedback on the final memorial.

- Small focus group settings (up to 12 participants)
- Facilitated discussions in safe, controlled environments

- Opportunity to share experiences and input on design themes
- All Together facilitation with social work support available

Tier 3 (Healing)

Identified as **residents, key community stakeholders, managing members of public space** (Parks, Public Works, etc), and **visitors**.

- Public workshops (open house format)
- Community pop-up events
- Digital surveys
- Inclusive participation opportunities for all residents

Our team will work closely with the City to review and refine these tiers and develop a comprehensive engagement strategy early in the process.

Engagement & Communications Scope

PHASE ONE: Concepting & Schematic Design

November 2025 - February 2026

Task 1.1: Project Kickoff (November 2025)

Meet with the City of Highland Park and Highland Park Remembrance Committee to discuss the project scope and timeline. During this meeting, we will discuss the tiered approach to engagement, strategy for public outreach and media relations, and ongoing engagement for design approval and refinement process. This meeting will also provide an opportunity to review findings from previous community engagement work that has already been completed, ensuring we build upon the foundation that has been established rather than starting from scratch.

Task 1.2: Tour (November 2025)

Tour Port Clinton and Rose Garden sites with Highland Park Remembrance Team and City of Highland Park, Project Team to better understand the location and impact areas firsthand.

Task 1.3: Public Engagement & Communications Strategy (November - December 2025)

Develop a comprehensive Engagement Strategy document that will serve as our roadmap throughout the project, which will include :

- Detailed timeline and milestones
- Recruitment protocols for each tier
- Trauma-informed guidelines
- Communications plan, including talking points and FAQs

Work closely with the City of Highland Park, HP Remembrance Committee, and the broader Project Team to determine the media and outreach strategy that will be used throughout the entire process. This communications and PR strategy work involves:

- Working with City Marketing Team and Communications manager on press releases, interviews, media relations site visits, or social media campaigns, or extended stories about the HP Remembrance Project.
- Reviewing project timeline, gauge approach for public communications and media relations, decide on public outreach and touchpoints during design and construction process.

Task 1.4: Design Templates (November - December 2025)

Building off the existing Highland Park Remembrance brand and Highland Park Strong Campaign, we'll develop a project identity for the design, construction, and opening of the two memorial sites. In this we'll work to design invitations to engagement, presentation, social media templates, flyer templates, and any other marketing templates needed for the project term.

Task 1.5: Tier 1 & 2 Listening Sessions (January - February 2026)

Design structure, agenda, and format for 8-12 discovery discussions for Tier 1 and Tier 2 Engagement Groups. These conversations could occur virtually or in person, depending on the needs and desires of the group. Collaborate with the City of Highland Park and HP Remembrance Team to assemble a contact list of potential attendees. Manage outreach to attendees and RSVPs.

Task 1.6: Tier 1 & 2 What We Heard Presentation (February 2026)

Compile all feedback and assemble a comprehensive list of key themes and considerations that emerged from our conversations with Tier 1 and Tier 2 stakeholders. Present these findings to the City of Highland Park and HP Remembrance Committee through a virtual meeting format, providing an opportunity to gather additional feedback and input on our interpretation of what we heard. This meeting serves as an important validation checkpoint, ensuring that our synthesis accurately reflects the community's input and that we haven't missed important nuances in the feedback.

Task 1.7: Survey & Event Marketing Collateral (February - April 2026)

Develop promotional materials, including email, print and social media collateral.

Task 1.8: Community Outreach Survey (February - April 2026)

Expanding on work that has already been completed, we'll work with the project team to draft and refine questions and activities for the surveys to Target Tier 3 Audience and understand what people want in a Memorial and collect their stories. Ensure that any community survey is engaging, accessible, and short in length. Surveys will be distributed through communications pushes, at public events, and within the public realm. Public realm installations could include sidewalk and storefront decals, as well as signage at key transit locations.

The survey will be distributed through the workshop, pop-ups, City communications channels, and social media to maximize reach.

Task 1.9: Pop-Up Events (2) and Public Workshop #1 (March - April 2026)

Host community-facing events including one workshop and two pop-ups designed to present refined concept designs and receive interactive feedback. The pop-up events should align with existing community events that naturally draw a diverse cross-section of residents, allowing us to meet people where they already are rather than asking them to come to yet another meeting. The workshop will use an open house format with interactive stations, while the pop-ups will mix active engagement activities with passive information displays.

Both formats will gather feedback on:

- Memorial values and themes
- Site opportunities and constraints
- Reaction to preliminary design frameworks
- Individual memories and reflections

Pop-ups should align with existing community events that draw a diverse cross-section of residents throughout the city. Locations could include: Port Clinton Plaza, library, community centers, farmers market, etc.

Task 1.10: Phase 1 Engagement Summary (April - May, 2026)

Develop a comprehensive analysis of all input gathered across all three tiers of engagement. This analysis involves integrating themes from Tier 1, Tier 2, and Tier 3 engagement to identify where there is consensus and where there are tensions or competing priorities.

We will develop clear design recommendations based on this synthesis and prepare presentations for both the Working Group and City Council.

PHASE TWO: Design Development

May - August 2026

Task 2.1: Tier 1 & 2: Listening Sessions / Event (May-June, 2026)

Host a second round of listening sessions and/or event(s) for Tier 1 and Tier 2 Engagement Groups to:

- Present refined design concepts and demonstrate how Phase 1 input influenced design
- Gather detailed feedback on specific design elements
- Discuss site-specific considerations

Gathering feedback on the schematic design direction at this stage is critical, and we will coordinate carefully with City staff to determine the most appropriate presentation format for each family or survivor, respecting their individual needs and comfort levels.

Task 2.2: Survey & Event Marketing Collateral (May-July, 2026)

Develop promotional materials, including email, print, and social media collateral.

Task 2.3: Community Outreach Survey 2 (June-July, 2026)

Launch second survey with questions about design elements, materials, and accessibility features, seeking detailed feedback that can inform final design decisions. The survey will be distributed through the workshop, pop-ups, City communications channels, and social media to maximize reach.

Task 2.4: Pop-Up Events (2) (June-July, 2026)

Host another round of community-facing events (workshop and pop-ups) to present refined concept design(s) and receive interactive feedback on:

- Design elements and materials
- Accessibility features
- Integration with existing sites
- Names/text considerations
- Programming and activation ideas

Task 2.4: Phase 2 Engagement Summary (August, 2026)

This analysis will assess how effectively the design refinement process incorporated community feedback and will provide final recommendations for the schematic design. Presentation preparation for both the Working Group and City Council will distill complex feedback into clear, actionable recommendations.

Task 2.5: What We Heard Marketing Collateral (August, 2026)

Develop promotional materials, including email, print and social media collateral.

Potential Scope TBD

PHASE THREE: Construction & Implementation

October 2026 - July 2027

Task 3.1: Outreach & Updates (October - November, 2026)

As construction begins or requires design approval, we manage outreach and updates with Tier 1 and Tier 2 in coordination with the City and Highland Park Remembrance Group. For Tier 3, we'll develop marketing and campaign materials to share updates on the design and construction process with the community through social media, newsletters, and media relations.

Task 3.2: Coordinate Support for Local Businesses for Impact During Construction (October 2026 - July 2027)

We'll work within the .5-mile radius of construction to connect with businesses or the general public that may be impacted by the construction. This will include potential signage, consulting with the City of Highland Park on increased marketing support for businesses, and/or hosting quarterly merchant meetings to keep communication lines open.

Task 3.3: Groundbreaking Ceremony & Activation (August 2026 - October 2026)

At the start of Construction or Groundbreaking, we'll work with the City of Highland Park to host an event that shares the memorial's story with the general public and local media and allows Tier 1 participants to join in the process. This may be one event spread among the two locations of Port Clinton and the Rose Garden, or two events held at two separate times.

Task 3.4: Ribbon Cutting Ceremony & Activation (May 2027 - July 2027)

In the lead-up to the end of construction and the ribbon-cutting (ideally at the July 4, 2027 event), we'll work with the City of Highland Park, Highland Park Remembrance Working Group, and Tier 1 to plan the ribbon-cutting ceremony and build awareness of the unveiling among local community members and media. This event may also be spread among the two locations of Port Clinton and the Rose Garden.

Highland Park Remembrance		ALL TOGETHER		
October 28, 2025		Staff Hours		
Work Scope/Phases/Tasks/Hours/Fees		Principal	Project Manager	Associate
Phase 1: Concepting & Schematic Design	Client & Internal Meetings	20	50	40
	1.1 Project Kickoff	4	8	4
	1.2 Tour	2	2	2
	1.3 Public Eng. & Comms Strategy	4	20	12
	1.4 Design Templates		4	20
	1.5 Tier 1 & 2 Listening Sessions	10	26	30
	1.6 Tier 1 & 2 What We Heard Report & Presentation	4	12	16
	1.7 Survey & Event Marketing Collateral		4	10
	1.8 Community Outreach Survey		6	6
	1.9 Pop-Up Events (2) and Public Workshop #1	6	20	36
	1.10 Phase 1 Engagement Summary	2	12	16
Rev. Phase 1 Subtotal Hours		52	164	192
Subtotal Professional Fee		52	164	192
		\$10,400	\$27,060	\$23,040
		\$60,500		
Professional Fees \$60,500.00				
Expenses* \$5,000.00				
Expenses include:				
	Printing	\$1,500		
	Pop-up materials	\$500		
	Workshop materials	\$1,200		
	Public realm prompts	\$1,800		
Cost per addl pop-up		\$1,800.00		
Work Scope/Phases/Tasks/Hours/Fees		Principal	Project Manager	Associate
Phase 2: Design Development	2.1 Tier 1 & 2 Listening Sessions / Event	10	26	30
	2.2 Survey & Event Marketing Collateral		6	12
	2.3 Pop Up Events (2)		12	12
	2.4 Phase 2 Engagement Summary & Presentation	4	12	8
	2.5 What We Heard Marketing Collateral	2	4	8
Rev. Phase 2 Subtotal Hours		18	56	86
Subtotal Professional Fee		18	56	86
		\$3,600	\$9,240	\$10,320
		\$23,160		
Phase 3: Construction & Groundbreaking	3.1 Outreach and Updates on Construction	\$5,140 - \$6,525		
	3.2 Local Business Coordination	\$5,500 - \$7,005		
	3.3 Groundbreaking Ceremony & Activation	\$11,800 - \$14,810		
	3.4 Ribbon-cutting Ceremony & Activation	\$11,800 - \$14,810		
Phase 3 ROM:		\$34,240 - \$43,150		



November 3rd , 2025

Ben Waldo, PLA, ASLA, LAI

Associate Principal

SWA

Re: Highland Park Place of Remembrance

Revision: DRAFT - 01

Dear Ben:

WSP USA Buildings INC. (WSP) respectfully submits this proposal to provide professional engineering services as described below. We are excited to support the design of this memorial.

I. PROJECT SCOPE

WSP understands that there will be two phases within the overall design process. Phase One will be used to define the design intent and focus the design efforts of phase two. WSP will provide engineering support related to Civil/drainage, MEP/FP, AV/IT/Security, Structural, and lighting for Phased One. The design information in Phase One (Schematic Design) will be used to define the scope and fee for Phase Two consisting of Design Development, Construction Documentation, and Permitting phases.

II. SCOPE OF SERVICES

A. PHASE 1 – SCHEMATIC DESIGN

1. Services: WSP will provide engineer support services to develop the schematic design for SMEP/FP, AV/IT/Sec and Site Civil engineering services
 - a. Participate in design team web conference
 - b. Provide feedback on design concepts to SWA resulting in a narrative and diagrams describing topography and drainage in coordination with SWA for pricing purposes.
 - c. Coordinate power requirements based on program description defined by SWA.
 - d. Develop and coordinate schematic design concepts for site lighting – this includes concepts sketches using photoshop or equal for visualization purposes. Photometrics are excluded at this phase. Backgrounds provided by SWA. WSP will power fixtures as needed within electrical and civil scope.
 - e. Provide narrative and diagrams describing the MEP services to support comfort stations and other structures as needed.
 - f. Provide conceptual description of structured canopy and trellis features proposed in the design submission. This study is intended to inform design strategies and assist in assessing the cost impact of these features.
 - g. Procure subconsultants to preform Alta/Topographic/Boundary Survey and Percolation Test for the site.
 - h. Procure subconsultants to perform Geotechnical study of the site. The scope and cost of this survey will be informed by the extent of canopies and trellises.

- i. Develop Low Voltage narrative describing basic IT/AV/ and security elements and strategies as well as supporting infrastructure services needed or provided in the public realm of the project.
- j. Coordinate planting depth and location of below grade storm water detention tanks on site as needed.
- k. Coordinate irrigation support for pumps and power as defined by irrigation specialist/SWA.
- l. WSP will coordinate and subcontract ALTA/Topographic/Boundary surveys and geotechnical investigation. NOTE: Additional geotechnical survey work may be required if the Canopy option is selected. This is reflected as a fee range in the Fee table below.

B. PHASED 2 - DESIGN DEVELOPMENT

1. Services: WSP will provide engineer support services to develop the schematic design for Structure, MEP/FP, AV/IT/Sec and Site Civil engineering services
 - a. Participate in design team web conference calls as weekly.
 - b. Participate in client meetings bimonthly.
 - c. Develop MEP and lighting systems for the comfort station and associated bathrooms.
 - d. Develop structural solutions for the comfort stations and associated bathrooms, as well as advise on site structural issues related to the location of the buildings/canopy/trellis in relationship to the below grade storm water management tanks and lighting poles.
 - e. Coordinate electrical service needs and distribution across the site to support the park activities including outlets, lighting, irrigation pumps and associated low voltage equipment.
 - f. WSP will host two lighting design workshops with design teams to support the coordination and selection of exterior lighting elements and fixtures. This will include coordination with Dark Sky design requirements and includes two photometric models.
 - g. WSP will host two AV/IT and Security workshops with client and design teams to support the coordination and selection of low voltage systems. This includes coordination with bedrock security systems and protocols to inform location and type of security systems.
 - h. Coordinate site drainage and site topography coordinate with the design team to inform site civil drawings. Coordinate with the site waste storm water management strategy and retention tanks located on site.
 - i. Support Value Engineering phase based on costing information provided by others.
2. Deliverables:
 - a. Expand and update Schematic Design, Basis of Design document to capture design decisions during DD. This will be submitted at 50% Design Development. Subsequent development will be captured on drawings and specifications only.
 - b. Provide 50% and 100% design development drawings and outline specifications for Structural, Lighting, MEP, AV/IT/Sec, and Civil sets and sections. Drawings will be submitted as PDFs with supporting Revit and AutoCAD Civil files.

C. CONSTRUCTION DOCUMENTS

1. Services: WSP will provide engineering services to advance the Design Development for Structure, Lighting, MEP/FP, AV/IT/Sec and Site Civil engineering services to CD level.
 - a. Participate in design team web conference calls as weekly.
 - b. Participate in client meetings bimonthly (web conference)
 - c. Participate in two in person page turn sessions with the design team at major milestones.
 - d. Specify, schedule, document, and coordinate MEP and lighting systems for the comfort station and associated bathrooms. This includes fixture selection, equipment selection, controls, and locations.

- e. Document structural systems for the comfort stations and associated bathrooms. Finalize structural systems and foundations for the buildings and associated site structures such as canopy and trellises.
 - f. Specify, schedule, document and coordinate the electrical connections and distribution across the site to meet electrical needs for selected equipment defined during Design Development.
 - g. WSP will host two lighting workshops to finalize and coordinate final fixture sections, locations, and controls.
 - h. WSP will coordinate lighting fixture locations, types, and controls with SWA and WSP electrical teams. The lighting fixtures will be scheduled and located on Electrical drawings. Mounting details will reside in Landscape drawings.
 - i. WSP will host two AV/IT and Security workshops with client and design teams to finalize AV/IT and Security hardware, and locations. This effort will incorporate existing Bedrock standards where applicable.
 - j. Finalize the selection of low voltage systems including non-specialized Audi Visual equipment (i.e. speakers, TV screens), WAPs and related basic IT infrastructure, and security hardware (i.e. CCTV, card keys for comfort stations). This includes coordination with Highland Park security/police systems standards and protocols to inform location and type of security systems.
 - k. Documentation and specification of site drainage and site topography as per Landscape design. Coordinate with streetscape design of the overall Gratiot Innovation district where applicable.
 - l. Coordinate with the site wide storm water management strategy and retention tanks located on site where applicable.
2. Deliverables:
- a. Provide 50% and 100% Construction Documentation drawings and specifications for Structural, Lighting, MEP, AV/IT/Sec, and civil sets. Drawings will be submitted as PDFs with supporting Revit and AutoCAD Civil files. PDF drawing files will be stamped by Illinois SE and/or PE for permitting.
 - b. Respond to Permit comments from the city of Highland Park and support the permit process.

D. CONSTRUCTION ADMINISTRATION

- 1. Services: WSP will provide engineering services to During Construction covering Structure, Lighting, MEP/FP, AV/IT/Sec and Site Civil engineering services to CD level.
 - a. Monthly site visits with written reports. These site visits will be carried out by one WSP representative from the Chicago office.
 - b. Review and respond to RFI's and submittal within 10 working days of receipt.
 - c. Oversee lighting aiming during one nighttime site visit.
 - d. Conduct two punch list and close out walk throughs.

III. EXCLUSIONS:

- A. Construction administration and bid review support. WSP can provide this as an additional service upon request.
- B. Demolition services and related environmental engineering.
- C. Mobility and accessibility planning and studies. WSP can provide this as an additional service upon request.
- D. Irrigation design. It is understood this will be provide by others including pump and UV light specifications to define power requirements.
- E. LEED certification, documentation, consulting and support. WSP can provide this as an additional service upon request.
- F. Water feature design – this is assumed to be provided by others under sperate contract.
- G. Playground and exercise equipment – this is assumed to be provided by others under sperate contract.

IV. ADDITIONAL SERVICES AVAIABLE UPON REQEUST.

- A. Solar (Radiance) and wind (CFD) modeling for thermal comfort and pedestrian safety studies.
- B. Photometric modeling for permitting approvals. WSP will perform photometric modeling for design purposes as part of the base scope of service. If additional photometric modeling is needed for review and approval by Highland Park as part of the permitting process, this will be done as an additional service.
- C. Traffic and pedestrian flow modeling
- D. LEED consulting
- E. Acoustic monitoring and modeling

V. COMPENSATION

A. BASIC SERVICES

Compensation for the services identified above shall be on a lump sum basis as follows and in accordance with the terms in this document:

	Civil Engineering		Lighting Design		Structural Engineering		MEP + AV/IT Security
	WSP		WSP		WSP		WSP
Phase 1 SD	\$25,000						
Phase 2 DD	\$25,000		\$25,000		\$25,000		\$55,000
Phase 2 CD	\$40,000		\$35,000		\$38,000		\$75,000
Phase 2 CA	\$40,000		\$35,000		\$38,000		\$75,000
Canopy			\$8000		\$30,000		
Sub TOTAL	\$130,000		\$103,000		\$109,000		\$205,000
Survey estimate	\$40,000						
Geotech estimate					\$25,000 - \$40,000		
TOTAL	\$170,000		\$103,000		\$101,000 (25,000-40,000)		\$205,000

NOTE. Fees for Phase two, Canopy, Survey and Geotech are estimates based on available information and are provided for budgeting purposes only. After the completion of Phase One, phase two fees will be reissued based on agreed upon design and scope parameters developed during Phase One.

B. HOURLY RATES

Below is our hourly-rate billing schedule, effective through December 31, 2025:

Classification	Hourly Billing Rate (US\$)
Executive Vice President	\$ 350
Senior Vice President	\$ 310
Vice President	\$ 250
Senior Associate	\$ 235
Associate / Senior Engineer	\$ 210
Engineer	\$ 180
Design Engineer / Designer	\$ 155
BIM Specialist / Manager	\$ 210
BIM Operator	\$ 130
Tech / Admin	\$ 125

C. REIMBURSABLE EXPENSES

Travel including milage, pre-approved air travel, hotel, and lodging will be reimbursed.

II. CLOSING

WSP USA Buildings, Inc. appreciates the opportunity to work with SWA on this project. If you have any questions regarding this proposal, please do not hesitate to call. If the terms of this proposal is satisfactory, please indicate your acceptance of such by sending a contract or signing and returning one copy to our office as soon as possible so that we may proceed with the work.

Sincerely,



Matt Herman
Senior Vice President

AUTHORIZED BY:

SWA

Name

Date

	Estimated Fee Range*
Project Administration	30,000-40,000
Geotechnical Report	25,000-40,000
Outreach and Engagement	25,000-50,000
Design Development (DD)	160,000-320,000
Construction Documentation (CD)	260,000-400,000
Construction Administration (CA)	200,000-400,000
Range Total: 700,000-1,250,000	

*Fee estimates represent a range of design requirements based on potential outcomes for approved concept design in Phase 1. Fees are based on estimates from SWA and subconsultants WSP and All Together, but also include potential for additional sub consultants such as a water feature designer and/or architect. Precise fees for future phases will be proposed based on Phase 1 in coordination with City of Highland Park.

EXHIBIT C - Phase 2 Fee Estimates