



Joe Doud Administration Building  
545 Academy Drive  
Northbrook, IL 60062  
847-291-2960  
[nbparks.org](http://nbparks.org)

## **Parks and Properties Committee Meeting**

April 16, 2018

5:30pm

Joe Doud Administration Building, 545 Academy Drive

### **AGENDA**

- I. Call to Order—Chair Chambers; Commissioners Chalem and Ziering
- II. Recognition of Visitors
- III. Approval of Minutes
  - Parks and Properties Committee Meeting of March 19, 2018
- IV. Unfinished Business
- V. New Business
  - A. Consider Northbrook Sports Center Roof Top Unit Replacements, Bid #2152
  - B. Consider Special Use Permit for the Northbrook Civic Foundation
  - C. Consider Intergovernmental Agreement with the Village of Northbrook-Leisure Center Parking Lot
  - D. Consider Professional Service Contract with Wight & Company, Inc.
  - E. Consider Professional Service Contract with Corporate Construction Services
- VI. Informational Items / Verbal Updates
  - NSSRA Partnership Update
- VII. Next Meeting – May 14, 2018 at 5:30 pm., Joe Doud Administration Building
- VIII. Adjournment

Copies to: Park Board, Attorney, Directors, All Staff and Park District Facilities, Northbrook Star, Village of Northbrook,  
Posted on Park District Website: [nbparks.org](http://nbparks.org)

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact Eileen Loftus, the Park District's ADA Compliance Officer, at the Park District's Administration Building by mail at 545 Academy Drive, Northbrook, Illinois 60062, by phone at (847) 291-2960, Monday through Friday 8:30am until 5:00pm, or by email to [eloftus@nbparks.org](mailto:eloftus@nbparks.org) at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter generally require at least 5 business days' advance notice. For the deaf or hearing impaired, please use the Illinois Relay Center voice only operator at (800) 526-0857.



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# MEMORANDUM

To: Parks and Properties Committee  
From: Ed Dalton, Director of Parks and Properties  
Agenda Item: V. A. Consider Northbrook Sports Center Roof Top Replacements, Bid 2152  
Date: April 13, 2018

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**Staff Recommendation:**

Staff recommends the approval of the Base Bid with the additional Alternate 1 Bid of the high efficiency unit for the Northbrook Sports Center Roof Top Units 1 & 2 Replacement in the amount of \$32,165.00 from RMC Mechanical Services of Bensenville, Illinois. The bid from Edwards Engineering, Inc. was incomplete and is therefore recommended for rejection.

**Background & Analysis:**

This project will consist of the replacement of two existing roof top units that were identified for replacement in the Northbrook Sports Center Mechanical System Analysis. As the units were installed in 1999, they are nineteen years old and have exceeded their useful life cycle.

Fifteen contractors attended the mandatory pre-bid meeting and eight contractors submitted bids listed below. Base Bid 1 is the replacement of the roof top unit serving team rooms one through four and is a high efficiency unit because of the larger area it serves. For Base Bid 2, roof top Unit 2 serves the pro shop area and is a regular unit. Alternate 1 is an additional charge for purchasing a high efficiency unit for this space.

Edwards Engineering, Inc. did not include a testing and balancing cost in their bid and was thus disqualified.

Company	Base Bid 1	Base Bid 2	Total	Alternate 1 Add'l
Edwards Engineering, Inc. Elk Grove Village, IL	\$14,967.00	\$10,381.00	\$25,348.00	\$723.00
RMC Mechanical Services Bensenville, IL	17,915.00	13,450.00	31,365.00	800.00
Northern Weathermakers HVAC, Inc. Northbrook, IL	19,545.00	12,155.00	31,700.00	490.00
Jensen's Plumbing & Heating, Inc. Woodstock, IL	18,340.00	13,500.00	31,840.00	1,000.00
McDonough Mechanical Services, Inc. Waukegan, IL	18,922.00	14,148.00	33,070.00	1,150.00
Core Mechanical, Inc. Chicago, IL	20,050.00	13,150.00	33,200.00	1,500.00
Cornerstone Contracting, Inc. Elk Grove Village, IL	22,000.00	19,000.00	41,000.00	500.00
Monaco Mechanical, Inc. Lisle, IL	22,700.00	18,700.00	41,400.00	1,100.00

# NORTHBROOK PARK DISTRICT

RMC Mechanical Services has completed multiple installations, repairs and preventative maintenance services for the Northbrook Park District for the past 20 years.

**Explanation:**

1. Budgeted Cost: \$57,000.00
2. Budget Source: 2018 Capital Improvement Plan – Project Number 1053-6515 SC04-18
3. Legal Requirement: None

**Motion:**

The Parks and Properties Committee Chair moves to approve the Northbrook Sports Center Roof Top Units 1 & 2 Replacement for \$32,165.00 from RMC Mechanical Services of Bensenville, Illinois to the full Board for approval.

**Pc:** Molly Hamer, Executive Director



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# MEMORANDUM

To: Parks and Properties Committee  
From: Ed Dalton, Director of Parks and Properties  
Agenda Item: V.B. Consider Special Use Permit for the Northbrook Civic Foundation  
Date: April 13, 2018

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## **Staff Recommendation:**

Staff recommends the approval of granting Northbrook Civic Foundation (Civic) a Special Use Permit by allowing Civic the use of Village Green Park to host *Northbrook Days Carnival* and to allow the sale and consumption of beer and wine in Village Green Park, as it has done the past several years.

## **Background & Analysis:**

The Northbrook Civic Foundation's *Northbrook Days Carnival* is scheduled to start on August 1 and run through August 5 in Village Green Park. On an annual basis, Civic has requested a Special Use Permit to serve beer and wine in the Park.

A temporary liquor license will be obtained from the Village and State of Illinois. Civic will meet all insurance requirements for the park usage as set forth by PDRMA and security protocol set forth by the Northbrook Police Department. The Police Department has agreed to have one (1) clearly identifiable private security officer at each entrance and exit point restricting alcohol from leaving the area, and in addition, two (2) security people in the field at all times when alcohol is being served.

Like last year, the following guidelines will be in place:

- The removal of all rides from the baseball outfield
- The submission of a site layout of the proposed event
- The addition of onsite management staff throughout the event from set-up to take-down

## **Explanation:**

1. Public/Customer Impact: Long-term protection of the Village Green Park as an asset to the community
2. Legal Requirement: Compliance with Park District Ordinance 15-O-7

## **Motion:**

The Parks and Properties Committee Chair moves to approve the use of Village Green Park for the *Northbrook Days Carnival* and a Special Use Permit to allow the sale and consumption of beer and wine for the time period of August 1 through August 5, 2018.

Pc: Molly Hamer, Executive Director

# Northbrook Days

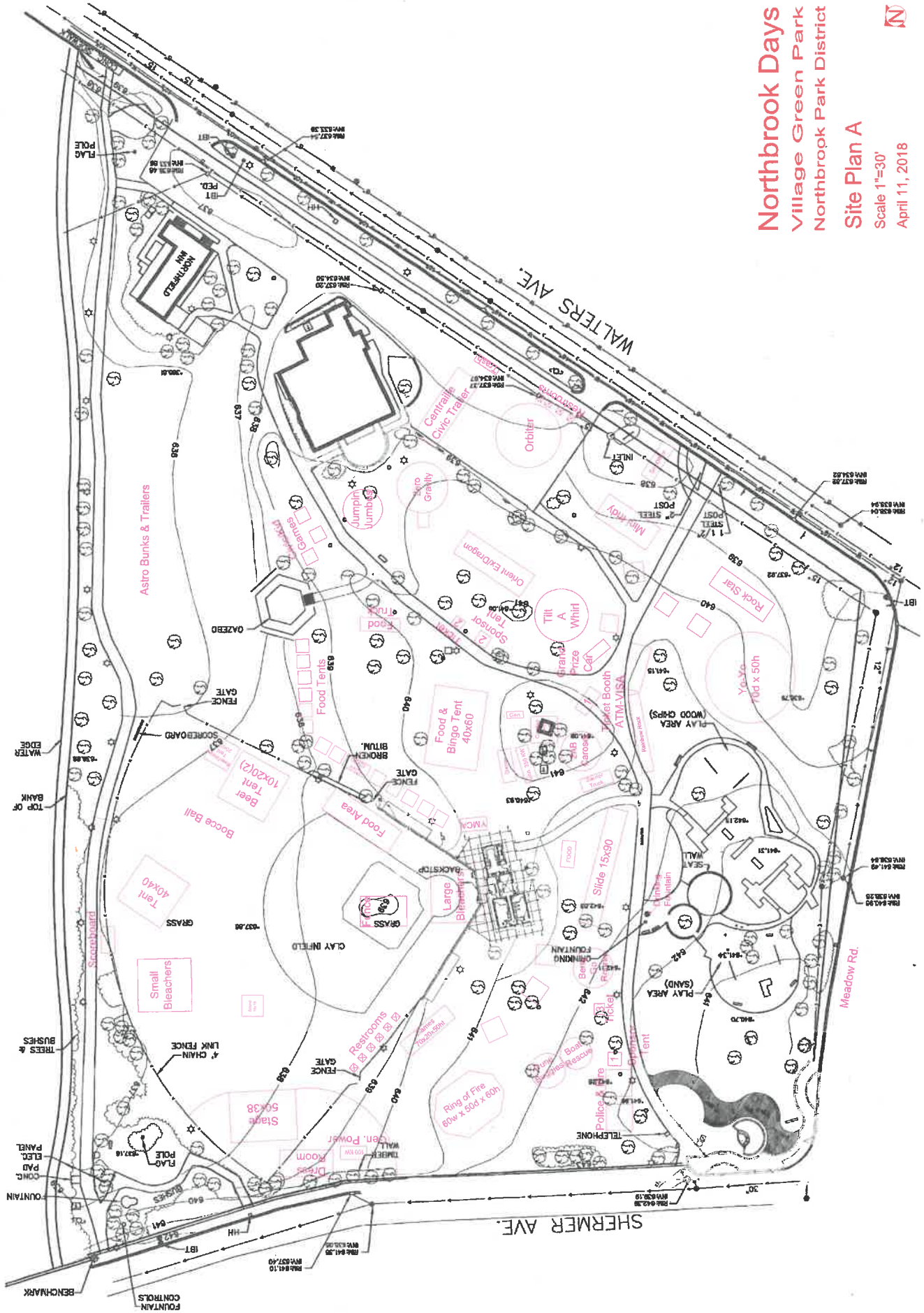
## Village Green Park

### Northbrook Park District

#### Site Plan A

Scale 1"=30'

April 11, 2018





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# MEMORANDUM

To: Parks and Properties Committee  
From: Ed Dalton, Director of Parks and Properties  
Agenda Item: V. C. Consider Intergovernmental Agreement with the Village of Northbrook –  
Leisure Center Parking Lot  
Date: April 13, 2018

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## **Staff Recommendation:**

Staff recommends the approval of the Intergovernmental Agreement for the milling and repaving of the parking lots at the Leisure Center and Village Water Facility with the Village of Northbrook.

## **Background and Analysis:**

The Park District and the Village of Northbrook are looking to achieve economy of scale by completing this paving project together. This approach, in theory, will also lessen the impact to parking and traffic at Leisure Center.

If approved, the Village would like their paving work to start in late July or early August 2018, with the Leisure Center parking lot to follow, August 20-31, 2018.

## **Draft Motion:**

The Parks and Properties Committee Chair moves to approve the Intergovernmental Agreement for Parking Lot Repaving at the Leisure Center and Village Water Facility with the Village of Northbrook to the full Board for approval.

**Pc:** Molly Hamer, Executive Director

**INTERGOVERNMENTAL AGREEMENT FOR PARKING LOT REPAVING  
(LEISURE CENTER/WEST SIDE WATER FACILITY - 3323 WALTERS AVENUE)**

**THIS AGREEMENT** ("*Agreement*") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2018, ("*Effective Date*") and is by and between the **NORTHBROOK PARK DISTRICT**, an Illinois park district ("*District*"), and the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("*Village*"). The District and the Village are hereinafter sometimes individually referred to as a "Party" or together as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorizes and encourages intergovernmental cooperation; and

**WHEREAS**, the District is the owner of a portion of the property commonly known as 3323 Walters Avenue, Northbrook, Illinois 60062 which includes a facility known as the Northbrook Park District Leisure Center and appurtenant parking ("*Center*"), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement ("*Center Property*"); and

**WHEREAS**, the Village maintains a potable water facility on a parcel located adjacent to and northwest of the Center Property with appurtenant access driveways and parking for Village public works staff ("*Water Facility Property*"), and legally described in **Exhibit B** attached to and, by this reference, made a part of this Agreement; and

**WHEREAS**, the District intends to contract for the repaving of the parking areas, drive aisles, and access drives on the Center Property and has offered to perform the administrative tasks in the selection of and contracting with a contractor to repave the parking areas and access drives on the Water Facility Property through the District's selected contractor (collectively, the "*Repaving Work*"); and

**WHEREAS**, the District and the Village previously entered into a Letter of Understanding ("*LOU*") to provide for reimbursement to the District of costs it incurs conducting the design engineering for the Repaving work; and

**WHEREAS**, the Village and the District have agreed that the District will also be the lead agency for the solicitation of bids and the award and execution of the contract for construction of the Repaving Work on the Center Property and the Water Facility Property and that the Village will project manage the Repaving Work on the Water Facility Property and shall reimburse the District in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the Village and the District desire to enter into a formal intergovernmental agreement to clarify the Parties' rights and responsibilities with regard to the design, construction, installation, maintenance, and repair of the Repaving Work; and

**WHEREAS**, the Village has determined that it is in the public's interest to grant certain temporary construction easements to the District for the District's construction and installation the

Repaving Work on the Water Facility Property pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the corporate authorities of both the Village and the District have determined that it is in the best interests of the Parties and the general public to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Village agree as follows:

**SECTION ONE.**      **RECITALS.** The foregoing recitals are fully incorporated into this Agreement.

**SECTION TWO.**      **CONSTRUCTION OF IMPROVEMENTS.**

**A.      Repaving Work.** The District will cause to have constructed the following on the Center Property and Water Facility Property, which shall collectively constitute the Repaving Work:

1.      Removal of pavement surface to a 2” depth;
  - a.      8,109 square yards on Center Property; and
  - b.      789 square yards on Water Facility Property;
2.      Application of Bituminous Material Prime
3.      Application of Hot Mix Asphalt Surface
  - a.      932 tons on Center Property; and
  - b.      130 tons on Water Facility Property;
4.      Manhole Adjustments; and
5.      Aggregate Shoulder.

**B.      Village Review of Plans and Costs for Repaving Work.** Prior to commencing the Repaving Work, the District shall submit to the Village construction plans, specifications, and the approved unit price bids for the Repaving Work (“***Construction Documents***”) for review and approval, which approval shall not be unreasonably withheld. The Village shall respond with its approval or any comments within 5 days after receipt of the Construction Documents from the District.

**C.      District Responsibilities.** The District is only providing the following administrative services on behalf of the Village for the Repaving Work being constructed on the Water Facility Property: solicitation of bids, award and execution of contract for the Repaving Work. The District shall have no responsibility for the conduct of the Repaving Work on the Water Facility Property, including but not limited to, supervision, evaluation, or rendering any decisions with respect to the Repaving Work. The District shall not be liable for any claims arising out of the Village’s responsibilities pursuant to this section and Section 2.B.

**D.      Village Designated Representative.** For purposes of the Repaving Work being constructed on the Water Facility Property, the Village shall designate a representative(s) to serve as a project manager who shall: 1) review and approve all change orders; 2) supervise all Repaving Work, including for the purpose of meeting all completion dates; 3) evaluate the Repaving Work for compliance with the Construction Documents; and 4) make all other decisions with respect to construction of the Repaving Work.



**E. Costs.** The District shall, through its contractors, subcontractors, and agents, construct and install the Repaving Work. Upon completion of the Repaving Work, the District shall invoice the Village for the actual cost of the portions of the Repaving Work conducted on the Water Facility Property as well as the Village's share of the costs for design engineering as set forth in the LOU and the Village shall reimburse the District for these costs within 60 days of receiving the invoice. The Village shall be responsible for all costs to maintain and repair the Repaving Work on the Water Facility Property.

**F. Term and Termination.** This Agreement shall be in full force and effect unless this Agreement is terminated pursuant to, and in accordance with, the following:

1. Either Party shall have the right, for any reason, to terminate this Agreement, at least 5 business days before bid award of the Repaving Work, by sending written notice to the other Party. Provided, however, that in the event of such a termination, the Village shall reimburse the District for the Village's share of the costs for design engineering as set forth in the LOU. The Village's obligation to reimburse the District in accordance with this section shall survive expiration or termination of this Agreement.

2. In the event that the cost to construct the Repaving Work is determined to be unacceptable by either Party, this Agreement may be terminated by the Party making such determination, or by both Parties if such determination is mutually agreeable, within 5 business day after bid opening. . Notwithstanding a termination by the Village under this Section F.2, the Village shall continue to be responsible for the Village's share of the costs for design engineering as set forth in the LOU. The Village shall reimburse the District for these costs within 60 days of receiving the invoice for the same.

3. If a material breach of this Agreement has occurred or is occurring, a Party may serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The breaching Party shall have 30 days within which to cure the violation, provided that the 30-day cure period shall be extended for a reasonable time if the breaching Party has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action. If the breaching Party fails to cure the breach within such cure period, the non-breaching Party may immediately terminate this Agreement.

### **SECTION THREE. EASEMENT.**

**A. Grant and Use of Temporary Construction Easement.** The Village hereby grants, conveys, and dedicates to the District a temporary non-exclusive construction easement in, upon, under, and across the Water Facility Property ("***Temporary Easement Premises***"). The District, its contractors, subcontractors, and agents may use the Temporary Easement Premises for the performance, construction, and installation of the Repaving Work, subject to the terms and conditions of this Agreement, together with all reasonable rights of ingress and egress over, along, upon, over, and across the Temporary Easement Premises and the immediately abutting area of the Water Facility Property, if necessary, for the exercise of the rights herein granted. The Temporary Easement Premises may not be used or operated in a manner that materially interferes with the Village's customary use of the Water Facility Property; provided, however, that the performance, construction, and installation of the Repaving Work shall not be considered material interference if performed in accordance with the terms of this Agreement.

**B. Termination of Temporary Construction Easement.** The Temporary Construction Easement shall terminate upon the completion of the Repaving Work and the acceptance of the Repaving Work by the Village.

**C. Hazardous Materials.** The District agrees to include a provision in its contract for construction of the Repaving Work that prohibits, the transportation, storage or deposit of on the Temporary Easement Premises (except as needed for vehicles or equipment for the construction activities provided that the selected contractors for the Repaving Work shall be liable for any damage to or contamination of the Temporary Easement Premises resulting from their activity or use) explosives or flammable or hazardous materials of any kind. As used in this Agreement, “hazardous materials” means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as “Hazardous substances” pursuant to Section 1251 *et. seq.* (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et. seq.* (42 U.S.C. Section 6903), or (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et. seq.* (42 U.S.C. Section 9601) or any other applicable environmental law.

#### **SECTION FOUR. INSURANCE AND INDEMNITY.**

**A. Insurance Requirements.**

1. Each Party shall maintain liability insurance in reasonable amounts, and with reputable companies as are reasonably acceptable to the other Party and/or the risk management association of which the Party is a member, to protect each Party against claims arising directly or indirectly out of or in connection with the construction and installation of the Repair Work pursuant to this Agreement. Each Party shall name the other Party and its elected and appointed officials, officers, employees and agents as additional insureds.

2. The District shall require all of its contractors and subcontractors hired to perform any work on the Temporary Easement Premises to maintain insurance in the types and amounts specified in ***Exhibit C***, attached to and incorporated as part of this Agreement, and with reputable companies as are reasonably acceptable to both Parties and/or the risk management association of which either Party is a member, to protect the Parties against claims arising directly or indirectly out of, or in connection with, the contractor’s and subcontractor’s performance, construction, or installation of the Repair Work pursuant to this Agreement. The District shall cause any contractor or subcontractor performing the construction and installation of the Repair Work on the Water Facility Property to name the District and Village, and their elected and appointed officials, officers, employees, and agents as additional insureds on all required insurance policies and prior to commencing any such activity shall provide to the District and Village a copy of a Certificate of Insurance evidencing the same.

**B. Indemnification.**

1. To the fullest extent permitted by law, each Party agrees to indemnify, defend and save the other Party and their elected officials, officers, employees, agents, and volunteers harmless from and against any and all liabilities, claims, losses, or demands for personal injury or property damage arising out of or caused by any act or omission of the indemnifying Party, including but not limited to any breach of the indemnifying party's obligations pursuant to this Agreement, , or arising from the indemnifying Party's obligations pursuant to this Agreement. The obligations to indemnify, defend, save and hold harmless pursuant to this section shall survive the expiration or termination of this Agreement.

2. The District shall require each contractor who performs any work on the Temporary Easement Premises (whether such work is related to the performance, construction, and installation of the Repair Work), to indemnify, defend, save and hold harmless the District to the same extent as required of the Parties under Section 4.B.1 and the District shall include in all of its contracts a statement expressly declaring the Village to be a third-party beneficiary of the indemnification provision.

**SECTION FIVE. MUTUAL COOPERATION.** The District and the Village shall take all reasonable actions necessary or appropriate to carry out the provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the District and the Village as reflected by such terms, including, without limitation, the giving of such notices, the holding of such public meetings, and the pursuit of government approvals as may be necessary to enable the District and the Village's compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the District and the Village as reflected by said terms.

**SECTION SIX. REPRESENTATIONS AND WARRANTIES.**

**A. Liens.** The District shall include a provision in the contract for construction of the Repair Work prohibiting the contractor from permitting or suffering any lien or encumbrance, including without limitation, the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, to be imposed upon or to accrue against the Village or the Temporary Easement Premises.

**B. Authority to Execute.** The District hereby warrants and represents to the Village that the Persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the District. The Village hereby warrants and represents to the District: (i) that the Persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the Village; (ii) the Village is the record and beneficial owner of fee simple title to the Temporary Easement Premises; (iii) except as provided herein, no other person has any legal, beneficial, contractual, or security interest in the Temporary Easement Premises; (iv) the Village has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Temporary Easement Premises as set forth in this Agreement; (v) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (vi) neither the execution of this Agreement nor the performance of the obligations assumed by the District will violate any statute, law, restriction, court order, or agreement to which the District or the Property are subject.

**SECTION SEVEN. ASSIGNMENT OF RIGHTS.** Neither Party may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of the other Party.

**SECTION EIGHT. GENERAL PROVISIONS.**

**A. Notices.** All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Northbrook 1225 Cedar Lane Northbrook, IL 60062 Attention: Village Engineer
with a copy to:	Holland & Knight LLP 131 S. Dearborn Street, 30 <sup>th</sup> Floor Chicago, IL 60603 Attention: Steven M. Elrod, Village Attorney
If to District:	Northbrook Park District 545 Academy Drive Northbrook, IL 60062 Attention: Executive Director
with a copy to:	Robbins Schwartz 55 W. Monroe St., Suite 800 Chicago, Illinois 60603-5144 Attention: Steven B. Adams

**B. Amendment.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

**C. Non-Waiver.** The District and the Village shall be under no obligation to exercise any of the rights granted to each of them in this Agreement. The failure of either Party to exercise at any time any right granted to such Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect either Party's right to enforce that right or any other right.

**DE. No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the District or the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

**E. Force Majeure.** Neither Party shall be liable to the other Party for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, inclement weather, or natural calamities.

**F. Severability.** If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

**G. Survival.** All representations and warranties contained herein shall survive the execution and recordation of this Agreement and shall not be merged.

**H. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the Improvements and the easements granted pursuant to this Agreement.

**I. No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person may be made, or be valid, against the Village or the District.

**J. Captions and Paragraph Headings.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

**VILLAGE OF NORTHBROOK**,  
an Illinois home rule municipal corporation

\_\_\_\_\_  
Debbie Ford, Village Clerk

By: \_\_\_\_\_  
Richard A. Nahrstadt  
Its: Village Manager

ATTEST:

**NORTHBROOK PARK DISTRICT**, an  
Illinois park district

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

Its: \_\_\_\_\_

By: \_\_\_\_\_  
Molly Hamer  
Its: Executive Director

## ACKNOWLEDGEMENTS

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Richard A. Nahrstadt, personally known to me to be the Village Manager of the Village of Northbrook, an Illinois home rule municipal corporation, and Debbie Ford, personally known to me to be the Village Clerk of the Village, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the Village Manager and Village Clerk, they signed and delivered the Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Molly Hamer, personally known to me to be the Executive Director of the Northbrook Park District, an Illinois park district, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the Northbrook Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that, as the Executive Director and \_\_\_\_\_, they signed and delivered the Agreement, pursuant to the authority given by the Northbrook Park District, as their free and voluntary act and as the free and voluntary act and deed of the Northbrook Park District, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF CENTER PROPERTY**

PARCEL 1: THE WEST 438.45 FEET OF THE NORTH 794.87 FEET AS MEASURED ON THE NORTH AND WEST LINES THEREOF (EXCEPT THE WEST 350 FEET OF THE SOUTH 350 FEET) AND (EXCEPT THAT PART TAKEN FOR WALTERS AVENUE), OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 219.22 FEET OF THE WEST 656.67 FEET OF THE NORTH 794.87 FEET (EXCEPT THAT PART TAKEN FOR WALTERS AVENUE), (AS MEASURED ON THE NORTH AND WEST LINES THEREOF) OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

Commonly known as 3323 Walters Avenue

PINs: 04-08-303-006-0000, 04-08-303-034-000, and 04-08-038



**EXHIBIT B**

**DEPICTION OF WATER FACILITY PROPERTY**

THE WEST 350 FEET OF THE SOUTH 350 FEET OF THE NORTH 794.87 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 04-08-303-036-0000

## **EXHIBIT C INSURANCE REQUIREMENTS**

The Village shall require any of its contractors and subcontractors hired to construct the Improvements or otherwise perform any work on the Temporary Easement Premises, to purchase and main the insurance of the types and in the amounts listed below.

### **A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District, its elected and appointed officials, officers, employees, and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the District.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

### **B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the construction of the Improvements.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

### **C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If the District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

**E. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the District.

Failure to maintain the required insurance may result in termination of the Contract at the District's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the District whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

**2. Acceptability of Insurers**

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less

than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

**3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**5. Subcontractors**

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

746303



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# MEMORANDUM

To: Parks and Properties Committee  
From: Ed Dalton, Director of Parks and Properties  
Agenda Item: V. D. Consider Professional Service Contract with Wight & Company, Inc.  
Date: April 13, 2018

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## Staff Recommendation:

Staff recommends the approval of the Professional Service Contract for architectural services with Wight & Company Inc., Darien, Illinois for architectural services at a fixed fee of One million four hundred ninety-four thousand five hundred dollars (\$1,494,500) of the cost of construction work, currently estimated at \$21,350,000 with a not to exceed amount of \$20,000 for Reimbursable Expenses.

## Background & Analysis:

The Community continues to express a desire for additional indoor space as was noted in the Comprehensive Master Plan that the Park District adopted in 2017. Staff has been directed to pursue the design and construction of an Activity Center at the 180 Anets site.

In February, the District delivered a Request for Qualifications and received eighteen (18) very qualified submittals. In March, a Selection Committee comprised of staff and board members from both the Park District and the Northern Suburban Special Recreation Association (NSSRA) interviewed four firms. Wight & Company, Inc. was the firm determined to be the most qualified to undertake this very important and exciting project.

Staff is currently working with counsel to draft a contract suitable for both parties and we anticipate it will be available for the May Board Meeting. During the interim, we are purposing a Letter of Understanding (LOU) that will allow the architect to begin work by scheduling a kick-off meeting and convening with both agencies. This LOU would have a not to exceed amount of \$25,000.

## Explanation:

- |    |                           |                                  |
|----|---------------------------|----------------------------------|
| 1. | Budgeted Cost:            | \$25,000,000                     |
| 2. | Budget Source:            | 2018-20 Capital Improvement Plan |
| 3. | Public / Customer Impact: |                                  |
| 4. | Legal Requirement:        | None                             |

## Motion:

The Parks and Properties Committee Chair moves to approve the contract for professional services with Wight & Company Inc., Darien, Illinois for architectural services to the full Board for approval.

Pc: Molly Hamer, Executive Director



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# MEMORANDUM

To: Parks and Properties Committee  
From: Ed Dalton, Director of Parks and Properties  
Agenda Item: V. E. Consider Professional Service Contract with Corporate Construction Services  
Date: April 13, 2018

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**Staff Recommendation:**

Staff recommends the approval of the Professional Services Contract for Construction Management Services with Corporate Construction Services, Downers Grove, Illinois for construction management services at a fee of 6.8% of the cost of the work, currently estimated at \$21,350,000, with a not to exceed amount of \$10,000 for Reimbursable Expenses.

**Background & Analysis:**

The Community continues to express a desire for additional indoor space as was noted in the Comprehensive Master Plan which the Park District adopted in 2017. Staff has been directed to pursue the design and construction of an Activity Center at the 180 Anets site.

As that process continues, we will need to engage the professional services of a construction manager to help with that assessment and with monitoring the architect's creativity and design work to remain within a defined budget parameter. Staff chose to engage the firm that the District has a long-standing working relationship with: Corporate Construction Services, Downers Grove, Illinois.

At this time, the contract is under review by counsel and will be available prior to the April Board Meeting.

**Explanation:**

1. Budgeted Cost: \$25,000,000
2. Budget Source: 2018-20 Capital Improvement Plan
3. Public / Customer Impact:
4. Legal Requirement: None

**Motion:**

The Parks and Properties Committee Chair moves to approve the Contract for Professional Services with Corporate Construction Services, Downers Grove, Illinois for construction management services to the full Board for approval.

**Pc:** Molly Hamer, Executive Director



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# MEMORANDUM

To: Administration & Finance Committee  
From: Molly Hamer, Executive Director  
Agenda Item: Informational Item/Verbal Updates: NSSRA Partnership Update  
Date: April 13, 2018

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## **Background & Analysis:**

On March 28, 2018, the Northbrook District Board of Commissioners approved the Intergovernmental Agreement, Preliminary Planning/Joint Recreational Center between the Northbrook Park District and NSSRA. The NSSRA Board is expected to approve and sign the Agreement at their upcoming Board meeting on April 23.

## **Partnership Updates:**

The NSSRA Articles of Agreement require approval from all Partner Boards of the Intergovernmental Agreement between NSSRA and the Northbrook Park District, and of NSSRA's Finance Plan to fund their portion of the project. Craig Culp and Eric Anderson of Piper Jaffray will attend Partner Board Meetings at each agency in September and October of this year to present the IGA and Finance Plan. In May, the enclosed document will be included in Partner Board Packets to share important information regarding the forthcoming presentation.

The NSSRA Board President has made the request of their attorney to address whether it would be appropriate for the Board to excuse me as a sitting Board Director on the NSSRA Board, and the Northbrook Executive Director, from closed meeting discussion if the situation were to arise. Robbins Schwartz has responded to the NSSRA Board President with a Letter of Opinion that is included with this memorandum. In its conclusion, the opinion recommends that I voluntarily excuse myself if divergent issues arise and are to be brought forth in a closed session of the NSSRA Board. I will look for direction from the Board on this topic.

**Pc:** Molly Hamer, Executive Director