



Joe Doud Administration Building
545 Academy Drive
Northbrook, IL 60062
847-291-2960
nbparks.org

Parks and Properties Committee Meeting

January 18, 2022
6:45PM or immediately following the Special Board Meeting
Joe Doud Administration Building, 545 Academy Drive

AGENDA

- I. Call to Order—Chair Chalem; Members Curin and Goodman
- II. Recognition of Visitors
- III. Approval of Meeting Minutes
1/18.1 Parks and Properties Committee Meeting of November 15, 2021
1/18.2 Closed Session Minutes of November 15, 2021
- IV. Informational Items / Verbal Updates
- V. Unfinished Business
- VI. New Business
1/18.3 Consider Surplus Ordinance 22-O-1
1/18.4 Consider Contract Mowing Service – Northwest, Bid #2206
1/18.5 Reject Wood Oaks Green Shoreline Restoration – Year 2, Bid #2209
1/18.6 Consider Joe Doud Administration Building – Emergency Generator Replacement, Bid #2210
1/18.7 Consider 2022 Ford Transit 250 High Roof Cargo Van, Bid #2212
1/18.8 Consider Wood Oaks Green Park Shoreline Restoration – Year 2 Rebid #2213
1/18.9 Consider Joe Doud Administration Building — Phase II Tuckpointing
1/18.10 Consider Cedar Lane Tot Lot Playground Professional Services Agreement
1/18.11 Review of Playground Equipment Selections for Cedar Lane Tot Lot
1/18.12 Review of Playground Equipment Selections for Meadowhill Park
1/18.13 Consider Purchase of Toro Greensmaster TriFlex Hybrid 3320 Mower
1/18.14 Consider Purchase of Toro Sand Pro 5040
1/18.15 Consider Purchase of John Deere 4052R Utility Tractor
- VII. Old Business
- VIII. Move into Closed Session to Discuss Pending Litigation, Section 2(c)(11)
- IX. Next Meeting – February 16, 2022, at 6:30pm or immediately following the previous Committee Meeting, Joe Doud Administration Building, 545 Academy Drive
- X. Adjournment

Copies to: Park Board, Attorney, Directors, All Staff and Park District Facilities, Daily Herald, Village of Northbrook,
Posted on Park District Website: 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 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: VI. 1/18.3 Consider Surplus Ordinance 22-O-1, Park District Equipment
Date: January 14, 2022

Staff Recommendation:

Staff recommends the approval of the following as surplus Park District equipment.

Golf:

- (1)-2008 Vizio 37" TV Model #VX37L HDTV10A / Serial #LSLABBH1238647
- (7)-2018 Real Feel Range Mat Model: Country Club Elite 5x5'
- (33)-2004-2011 Bag Boy Pushcart Model: Express Rental
- (32)- Fischer Nordic boots
- (14)- Rossignol Nordic Boots
- (10)- Alpina Nordic Boots
- (21)- Fischer Nordic Cruising Skis
- (8)- Fischer Sprint Crown Skis
- (3)- Rossignol Evo Skis
- (12)- One Way Diamond 600 Ski Poles
- (14)- Fischer XC Cruiser Ski Poles
- (7)- Fischer XC Sport Ski Poles
- (6)- Fischer Sprint Ski Poles
- (6)- Tubbs Flex NRG Snowshoes
- (4)- Tubbs Flex JR Snowshoes
- All cross-country ski & snowshoe (rental) equipment purchased 2012-2015; 6+ yr old
- (1)- 2010 Toro 2020 Sand Pro Model 08884; Serial #310000319
- (1)- 2011 Toro 2020 Sand Pro Model 08887; Serial #311000154
- (1)- 2011 John Deere 2500 E-Cut Triplex Mower Model 2500E; Serial #TC25EHG040057
- (1)- 1999 John Deere Tractor Model 1070; Serial #M0107A141684
- (1)- 2010 Club Car Range Picker Model Carryall; Serial #RG0742-824567
- (1)- 2005 John Deere Gator Model Gator TX; Serial #WOTURFD001350
- (2)- 2006 John Deere Gator Model Gator TX; Serial #WOTURFD001820 and WOTURFD001896

Parks:

- (1)- 2010 Echo Trash Pump Model WP-1000; Serial #W15103007305
- (1)- 2008 Toro Snowblower Model POWER CLEAR; Serial #280002461
- (1)- 2008 Toro Snowblower Model POWER CLEAR; Serial #280002460

Recreation

- (1)- Yamaha Audio Mixing Console Model M7CL; Serial #UCANIO1080
- (2)- Eiki Projectors Model LC-X85; Serial #G99A2134 and G99A2139
- (1)- Blade Master Skate Sharpener Model BR822; Serial #G1609

NORTHBROOK PARK DISTRICT

Background & Analysis:

Staff recommends that the equipment listed above be declared surplus Park District equipment to be sold, traded or discarded whichever is the best method of disposal.

Motion:

The Parks and Properties Committee Chair moves to approve Surplus Ordinance 22-O-1, Park District Equipment to the full Board for approval.

Pc: Molly Hamer, Executive Director

ORDINANCE NO. 22-O-1

NORTHBROOK PARK DISTRICT

**AN ORDINANCE DECLARING CERTAIN NORTHBROOK PARK DISTRICT
PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING SALE OR DISPOSAL**

* * *

WHEREAS, the Northbrook Park District, Cook County, Illinois (the “District”) has accumulated certain personal property (the “Property”) which has been used for various park and recreation purposes including:

Golf:

- (1)-2008 Vizio 37” TV Model #VX37L HDTV10A / Serial #LSLABBH1238647
- (7)-2018 Real Feel Range Mat Model: Country Club Elite 5x5’
- (33)-2004-2011 Bag Boy Pushcart Model: Express Rental
- All cross-country ski & snowshoe (rental) equipment purchased 2012-2015; 6+ yrs. old
- (32)- Fischer Nordic boots
- (14)- Rossignol Nordic Boots
- (10)- Alpina Nordic Boots
- (21)- Fischer Nordic Cruising Skis
- (8)- Fischer Sprint Crown Skis
- (3)- Rossignol Evo Skis
- (12)- One Way Diamond 600 Ski Poles
- (14)- Fischer XC Cruiser Ski Poles
- (7)- Fischer XC Sport Ski Poles
- (6)- Fischer Sprint Ski Poles
- (6)- Tubbs Flex NRG Snowshoes
- (4)- Tubbs Flex JR Snowshoes
- (1)- 2010 Toro 2020 Sand Pro Model 08884; Serial #310000319
- (1)- 2011 Toro 2020 Sand Pro Model 08887; Serial #311000154
- (1)- 2011 John Deere 2500 E-Cut Triplex Mower Model 2500E; Serial #TC25EHG040057
- (1)- 1999 John Deere Tractor Model 1070; Serial #M0107A141684
- (1)- 2010 Club Car Range Picker Model Carryall; Serial #RG0742-824567
- (1)- 2005 John Deere Gator Model Gator TX; Serial #WOTURFD001350
- (2)- 2006 John Deere Gator Model Gator TX; Serial #WOTURFD001820 and WOTURFD001896

Parks:

- (1)- 2010 Echo Trash Pump Model WP-1000; Serial #W15103007305
- (1)- 2008 Toro Snowblower Model POWER CLEAR; Serial #280002461
- (1)- 2008 Toro Snowblower Model POWER CLEAR; Serial #280002460

Recreation

- (1)- Yamaha Audio Mixing Console Model M7CL; Serial #UCANIO1080
- (2)- Eiki Projectors Model LC-X85; Serial #G99A2134 and G99A2139
- (1)- Blade Master Skate Sharpener Model BR822; Serial #G1609

WHEREAS, the District has determined that the Property is beyond its useful service life; and

WHEREAS, Section 8-22 of the Illinois Park District Code provides as follows:

“Whenever a park district owns any personal property that in the opinion of three fifths of the members of the board then holding office is no longer necessary, useful to, or for the best interests of the park district, three-fifths of the park board then holding office, at any regular meeting or at any special meeting called for that purpose, by ordinance, may authorize the conveyance or sale of the personal property in any manner that they may designate, with or without advertising the sale”; and

WHEREAS, this ordinance is being considered at a regular meeting of the Board of Park Commissioners of the District.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE NORTHBROOK PARK DISTRICT AS FOLLOWS:

Section 1. It is hereby found and determined by the Board of Park Commissioners that the Property is no longer necessary, useful to, or for the best interest of the District.

Section 2. That the District hereby authorizes staff to sell, trade, transfer, donate or convey the Property as follows:

Golf:

(1)-2008 Vizio 37" TV Model #VX37L HDTV10A / Serial #LSLABBH1238647

(7)-2018 Real Feel Range Mat Model: Country Club Elite 5x5'

(33)-2004-2011 Bag Boy Pushcart Model: Express Rental

All cross-country ski & snowshoe (rental) equipment purchased 2012-2015; 6+ yrs. old

(32)- Fischer Nordic boots

(14)- Rossignol Nordic Boots

(10)- Alpina Nordic Boots

(21)- Fischer Nordic Cruising Skis

(8)- Fischer Sprint Crown Skis

(3)- Rossignol Evo Skis

(12)- One Way Diamond 600 Ski Poles

(14)- Fischer XC Cruiser Ski Poles

(7)- Fischer XC Sport Ski Poles

(6)- Fischer Sprint Ski Poles

(6)- Tubbs Flex NRG Snowshoes

(4)- Tubbs Flex JR Snowshoes

(1)- 2010 Toro 2020 Sand Pro Model 08884; Serial #310000319

(1)- 2011 Toro 2020 Sand Pro Model 08887; Serial #311000154

(1)- 2011 John Deere 2500 E-Cut Triplex Mower Model 2500E; Serial #TC25EHG040057

(1)- 1999 John Deere Tractor Model 1070; Serial #M0107A141684

(1)- 2010 Club Car Range Picker Model Carryall; Serial #RG0742-824567

(1)- 2005 John Deere Gator Model Gator TX; Serial #WOTURFD001350

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Recreation

- (1)- Yamaha Audio Mixing Console Model M7CL; Serial #UCANIO1080
- (2)- Eiki Projectors Model LC-X85; Serial #G99A2134 and G99A2139
- (1)- Blade Master Skate Sharpener Model BR822; Serial #G1609

Section 3. The Property shall be conveyed in “as is condition” without any warranties, express or implied at the time the benefactor takes possession of the Property.

Section 4. This Ordinance shall be effective immediately upon passage and approval by a three-fifths majority of the members of this Board of Park Commissioners.

Section 5. All prior ordinances, resolutions, motions, orders or policies in conflict herewith, be and the same hereby are, repealed to the extent the conflict herewith.

Section 6. If any clause or provision of this Ordinance shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

PASSED: This 26th day of January 2022

APPROVED: This 26th day of January 2022

RECORDED: This 26th day of January 2022

VOTES: Ayes: Nays:

Absents:

ATTEST:

Secretary, Board of Park Commissioners
Northbrook Park District
Cook County, Illinois

President, Board of Park Commissioners
Northbrook Park District
Cook County, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MOLLY HAMER, DO HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of the Northbrook Park District and of the Board of Park Commissioners of the Northbrook Park District; and that I have access to and am custodian of the official Minutes of the Meetings of the Board of Park Commissioners and of the Northbrook Park District.

I DO FUTHER CERTIFY that the above and foregoing is a true and correct copy (duplicate) of a certain Ordinance entitled:

ORDINANCE NO. 22-O-1

NORTHBROOK PARK DISTRICT

**AN ORDINANCE DECLARING CERTAIN NORTHBROOK PARK DISTRICT
PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING SALE OR DISPOSAL**

That the foregoing was passed by the Board of Park Commissioners of said Northbrook Park District on the 26th day of January 2022 and was on the same day executed by the President; that it was filed and recorded in the office of the Secretary of the Northbrook Park District, of which the foregoing is a true copy (duplicate) and is now on file in the office of such Secretary.

GIVEN under my hand and seal of the Northbrook Park District this 26th day of January 2022.

Secretary
Northbrook Park District
Cook County, Illinois

(SEAL)



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MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks and Properties
Agenda Item: VI. 1/18.4 Consider Northbrook Park District Contract Mowing Service - Northwest Bid #2206
Date: January 14, 2022

Staff Recommendation:

Staff recommends the approval of the base bid from Milieu Design, LLC of Lake Zurich, Illinois in the amount of \$224,698 for a three-year contract: Years 1 (2022), 2 (2023), and 3 (2024).

Background & Analysis:

The project will consist of the contractor providing weekly mowing service to the District's Northwest area consisting of Coast Guard Park, Greenfield Park, Hickory Point School, Salceda Park, Shabonee School, Westmoor School, Wood Oaks Green Park, and Wood Oaks Green Jr. High School.

The District received nine bids for this project:

Bidder	Base Bid Year 1: 2022	Base Bid Year 2: 2023	Base Bid Year 3: 2024	Total Base Bid All Years	Spring Clean Total	Fall Mulch Total
City Escape 3022 W. Lake Street Chicago, IL 60612	\$73,920.00	\$73,920.00	\$76,138.00	\$223,978.00	\$2,970.00	\$8,250.00
Milieu Design, LLC 525 Enterprise Parkway Lake Zurich, IL 60047	\$73,400.00	\$74,900.00	\$76,398.00	\$224,698.00	\$3,965.00	\$7,400.00
Aronia Landscape, Inc. 10 N. Martingale Road Schaumburg, IL 60173	\$74,400.00	\$75,888.00	\$76,880.00	\$227,168.00	\$3,900.00	\$11,500.00
BrightView Landscapes, LLC 3490 Long Grove Road Long Grove, IL 60047	\$90,496.00	\$94,220.00	\$98,084.00	\$282,800.00	\$4,848.00	\$9,696.00
Apex Landscaping, Inc. 24414 N. Old McHenry Road Hawthorn Woods, IL 60047	\$95,004.00	\$95,004.00	\$97,854.00	\$287,862.00	\$4,705.00	\$12,200.00
Fleck's Design, Build & Maintain 222 Industrial Lane Wheeling, IL 60090-6302	\$104,216.00	\$104,216.00	\$104,216.00	\$312,648.00	\$3,900.00	\$11,700.00

NORTHBROOK PARK DISTRICT

Gilio Landscape Contractors 406 W. Campus Drive Arlington Heights, IL 60004	\$108,160.00	\$111,104.00	114,240.00	\$330,504.00	\$3,380.00	\$10,140.00
Langton Group 4510 Dean Street Woodstock, IL 60098	\$143,552.42	\$147,014.54	\$150,580.71	\$441,147.67	\$6,624.00	\$21,524.42
The Service Innovators 543 Diens Drive Wheeling, IL 60090	\$168,560.00	\$173,628.00	\$178,808.00	\$520,996.00	\$19,183.00	\$19,183.00

For the reasons set forth below, staff recommends the Board reject the low bidder, City Escape of Chicago, Illinois, and award to the next lowest responsible bidder, Milieu Design, LLC of Lake Zurich, Illinois.

Concerns with the low bid from City Escape are as follows:

- Each bidder submitting a bid for this project was required to provide evidence of experience in mowing high detail/high profile landscape areas including athletic fields, which are a large portion of the scope of work for this project. The successful mowing contractor for this project will be required to mow 13 athletic fields weekly throughout the three-year term of the contract.
- Despite the bid submission requirements, City Escape did not provide any references regarding experience mowing high detail/high profile landscape areas.

Milieu Design, LLC, on the other hand, has extensive experience mowing in high detail/high profile landscape areas, including athletic fields, and has received positive reviews for the same, including from the following: South Barrington Park District, Bloomingdale Park District, the Village of Long Grove, and the Village of Hawthorn Woods.

Additionally, staff reviewed the base bid totals considering additional mowing and fall leaf mulching services, which supports award of the contract to Milieu Design, LLC:

- With the District's ongoing struggles to attract and keep seasonal labor, it has become increasingly necessary for the District to rely on our mowing contractor to perform additional mowing on the athletic fields and to also perform leaf mulching services in the fall. Staff used the following factors to project the additional costs to the District for these services:
 - Additional mowing is hard to predict since weather is a large factor. Over the last three years, for example, the number of additional mowing for each field has varied from 8-14 per year. That being said, staff believes at least one additional mowing for each of the 13 athletic fields during the three-year term of the mowing contract should be considered as part of the scope of work for this project.
 - The District has used contractors to mulch leaves in a few parks this year and, given the labor shortages, staff believes that this trend will continue. Specifically, staff projects utilizing the mowing contractor for leaf mulching services for Coast Guard Park, at least two of the three years of the contract term.
- When the additional mowing and leaf mulching services are added to the base bid prices, the following are the revised base bid totals:
 - City Escape: \$226,753.00
 - Milieu Design: \$225,772.00

For the reasons set forth above, staff recommends the Board reject the low bidder, City Escape, and award the contract for this project to Milieu Design, LLC.

NORTHBROOK PARK DISTRICT

Explanation:

1. Budgeted Cost: To be included in the 2022 Fiscal Year Budget
2. Budget Source: 1102-5212 Operations Budgets
3. Public / Customer Impact:

Motion:

The Parks and Properties Committee Chair moves to reject the low bidder for Contract Mowing Service – Northwest Areas, Bid #2206, City Escape of Chicago, Illinois, and award the contract to the next lowest responsible bidder, Milieu Design, LLC of Lake Zurich, Illinois for the total base bid of \$224,698.00 for three years 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: VI. 1/18.5 Reject all Bids - Northbrook Park District Wood Oaks Green Park Shoreline Restoration (Year 2) - Bid #2209
Date: January 14, 2022

Staff Recommendation:

Staff recommends rejecting all bids due to a change in project scope.

Background & Analysis:

The project consists of replacing the metal sheet piling to correct slope issues affecting the integrity of the seawall at Wood Oaks Green Park. In place of the sheet piling, a mixture of gradually sloped naturalized areas and Rosetta Stone retaining walls will be installed.

Five contractors submitted bids that are listed below.

Bidder	Base Bid
Landworks Limited 751 North Bolingbrook Drive, Link 17 Bolingbrook IL 60440	\$435,871.00
Copenhaver Construction 75 Koppie Drive Gilberts IL 60136	\$547,280.00
V3 Construction Group 7325 James Avenue Woodridge IL 60517	\$566,500.00
Semper Fi Land, Inc. 1215 Deer Street Yorkville IL 60560	\$579,900.00
Schaeffges Brothers, Inc. 851 Seton Court, Suite 2A Wheeling IL 60090	\$641,000.00

Staff recommends rejecting all bids due to a change in project scope. Staff believes that both remaining phases can be completed this year and within the budgeted amount for fiscal year 2022.

Explanation:

1. Budgeted Cost: \$908,000
2. Budget Source: 1050-6505 WOG06-20
3. Public / Customer Impact: None

NORTHBROOK PARK DISTRICT

Motion:

The Parks and Properties Committee Chair moves to reject all bids for Northbrook Park District Wood Oaks Green Park Shoreline Restoration (Year 2) - Bid #2209 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: VI. 1/18.6 Consider Joe Doud Administration Building Emergency Generator Replacement – Bid #2210
Date: January 14, 2022

Staff Recommendation:

Staff recommends the approval of the base bid and Alternates 1 and 4 for the Joe Doud Administration Building Emergency Generator Replacement in the amount of \$43,518.00 from Kordick Electric Company of Northbrook, Illinois.

Background & Analysis:

This project will consist of the replacement of the emergency generator and automatic transfer switch at the Joe Doud Administration Building. The unit was installed in 1996 and has exceeded the projected useful life by six years and it does not function properly when temperatures are below freezing. Alternate 1 pricing is a Cummins generator versus the base bid Generac generator. Alternate 2 includes the replacement of the existing generator panel to add circuits that would allow for inclusion of the maintenance yard gate. Alternate 3 is for the use of a helicopter versus a crane to remove the old unit and set the new generator on the roof of the Joe Doud Administration Building. Alternate 4 provides temporary power during installation of new equipment so that the server room can retain functionality.

Two contractors attended the pre-bid meeting and two contractors submitted bids that are listed below.

Company	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4
Kordick Electric Company 2720 Dundee Road Northbrook, IL 60062	\$45,856.00	(\$2,690.00)	\$6,437.00	\$1,800.00	\$352.00
Anchor Electric Corporation 291 E. St. Charles Road Carol Stream, IL 60188	\$59,300.00	(\$785.00)	\$10,200.00	\$2,490.00	\$1,500.00

Kordick Electric Company has worked for the Northbrook Park District on many projects, with direct experience replacing the emergency generators at the former Sportsman's clubhouse and at the Village Green Center in 2017.

Explanation:

1. Budgeted Cost: \$93,500.00
2. Budget Source: 2022 Capital Improvement Plan – Project Number 1050-6515 PARKS15-22
3. Legal Requirement: None

Motion:

The Parks and Properties Committee Chair moves to approve the bid to replace the Joe Doud Administration Building Emergency Generator, Bid #2210 from Kordick Electric Company of Northbrook, Illinois for \$43,518.00 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: VI. 1/18.7 Consider Purchase of a Ford Transit 250 High Roof Cargo Van, Bid #2212
Date: January 14, 2022

Staff Recommendation:

Staff recommends that the District obtain price quotes directly from local dealerships due to unavailability of vehicles through the State Purchase and no bids were received from the bid solicitation due January 6, 2022.

Background & Analysis:

The replacement of the 2001 GMC 1500 Pick Up (Asset #3230) was scheduled for 2020 and was deferred to 2021 due to COVID-19. In 2021, staff repeatedly contacted the representative for the State Purchase of a new Ford Transit 250 High Roof Cargo Van for pricing but did not receive a response. Nicole Karas was consulted, and she provided guidance to put the project out to bid to see if any dealerships were able to provide a bid. Bid #2212 was released on December 16, 2021 with a due date of January 6, 2022. No bids were received.

Nicole Karas stated that the District has completed its due diligence and that staff can now approach local dealerships for a direct purchase of the vehicle. Staff will begin this process and will submit a purchase for approval once a suitable vehicle is located.

Explanation:

1. Budgeted Cost: \$57,250.00
2. Budget Source: 2022 Capital Improvement Plan – 1050-6525 PVE04-20
3. Public / Customer Impact: Increased equipment efficiency
4. Legal Requirement: None

Motion:

The Parks and Properties Committee Chair has no motion at this time.

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: VI. 1/18.8 Consider Wood Oaks Green Park Shoreline Renovation - Year 2 (Rebid) - Bid #2213
Date: January 14, 2022

Staff Recommendation:

Staff recommends the approval of the Wood Oaks Green Park Shoreline Renovation - Year 2 (Rebid) base bid in the amount of \$480,919.00 plus Alternate #1 in the amount of \$363,847.86 for a combined total of \$844,766.86 from Landworks, LTD of Bolingbrook, Illinois.

Background & Analysis:

The project consists of replacing the metal sheet piling to correct slope issues affecting the integrity of the seawall at Wood Oaks Green Park. In place of the sheet piling, a mixture of gradually sloped naturalized areas and Rosetta Stone retaining walls will be installed.

The project was broken up into three phases due to the estimated cost of the project. In 2021, the District completed Phase I. Phase II is the Base Bid for 2022 and Alternates 1 and 2 are for completing Phase III in either 2022 or 2023.

Four contractors submitted bids that are listed below.

Bidder	Base Bid Total	Alternate #1	Alternate 2
Landworks , LTD. 751 North Bolingbrook Drive, Link 17 Bolingbrook, IL 60440	\$480,919.00	\$363,847.86	\$407,822.25
Semper Fi Landscaping, Inc. 1215 Deer Street Yorkville, IL 60560	\$509,746.00	\$430,816.00	\$448,282.73
Copenhaver Construction, Inc. 1215 Deer Street Yorkville, IL 60560	\$513,740.00	\$408,635.00	\$431,582.00
V3 Construction Group, LTD. 7325 Janes Avenue Woodridge, IL 60517	\$525,000.00	\$342,000.00	\$512,500.00

Landworks, LTD is the lowest responsible bidder and can complete Phases II and III with the funds allocated for Phase II. Recent project references for Landworks, LTD were checked and were all positive for quality of workmanship and materials. The references included Hitchcock Design Group, Planning Resources, The Village of Lake Zurich, Pleasant Dale Park District (Burr Ridge, IL), and the Lake County Stormwater Management Commission. Please also see the attached letter of recommendation from Gewalt Hamilton.

Explanation:

NORTHBROOK PARK DISTRICT

1. Budgeted Cost: \$908,000
2. Budget Source: 2022 Capital Improvement Plan: 1050-6505 WOG06-20
3. Legal Requirement: None

Motion:

The Parks and Properties Committee Chair moves to approve the Wood Oaks Green Park Shoreline Renovation - Year 2 (Rebid), Bid #2213 for a combined total of \$844,766.86 from Landworks, LTD of Bolingbrook, Illinois, to the full Board for approval.

Pc: Molly Hamer, Executive Director

January 10, 2022

Nicole Wrobel, PLA, ASLA, Planning & Project Manager
Northbrook Park District
545 Academy Drive
Northbrook, IL 60062

Re: Seawall Restoration – Wood Oaks Green
Northbrook, Illinois

Dear Mrs. Wrobel,


At your office, on January 4th, 4 bids were received for the above referenced project at your office, as tabulated within your bid summary.

We have not worked with Landworks Limited of Bollingbrook in any previous projects. Our office and yours have followed up on references provided, and a bit further. We have checked with consultants, owners, and regulators, all have given their construction efforts and attention to detail as excellent. As we understand, District staff is recommending proceeding with the base bid and Alternate 1 listed in the bidding documents. Based on our reference evaluation, we recommend that the Park District award a contract for improvements to Landworks Limited of Bollingbrook, Illinois, in the amount of **\$844,766.86**

If awarded, we will assist District staff with the pre-construction meeting and document coordination.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
Gewalt Hamilton Associates, Inc.



Thomas A. Rychlik, P.E. LEED-AP
Senior Engineer / Associate

cc: Monica Hue, GHA



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MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks and Properties
Agenda Item: VI. 1/18.9 Consider Northbrook Park District Joe Doud Administration Building Tuckpointing – Project Number 25-IL-210961 Phase II
Date: January 11, 2022

Staff Recommendation:

Staff recommends approval of the Agreement and Supplemental Purchase Order with Garland/DBS, Inc. for Roofing Supplies and Services, Waterproofing, and Related Products and Services in the amount of \$165,955.00 for Phase II of this project.

Background & Analysis:

The project will consist of grinding and tuckpointing of mortar joints, stripping and re-sealing of all control joints and masonry-to-frame joints for wall penetrations, windows, doors and louvers of the west and south elevations of the building. The door and door frame on the west elevation for access to the loading dock will be replaced because the frame is bent and the door will not open. This was noted on the last inspection conducted by the Northbrook Fire Department. In addition, any damaged bricks (up to 40 square feet) will be replaced in Phase II of the project.

Garland/DBS, Inc. utilizes cooperative purchasing through OMNIA Partners Sealed Bid #PW1925 for Roofing Supplies and Services, Waterproofing, and Related Products and Services Contract 2019. Union Contracting, Inc. will be the subcontractor hired by Garland/DBS, Inc. to conduct the work for Phase II of the project. They also completed Phase I in 2021. Staff recommends proceeding with Phase II in the amount of \$165,955.00.

Explanation:

1. Budgeted Cost: \$180,000.00
2. Budget Source: 2022 Capital Improvement Plan: 1050-6515-PARKS17-20

Motion:

The Parks and Properties Committee Chair moves to approve the Joe Doud Administration Building Tuckpointing Phase II for \$165,955.00 to Garland/DBS, Inc. of Cleveland, Ohio to the full Board for approval.

Pc: Molly Hamer, Executive Director



Joe Doud Administration Building
545 Academy Drive
Northbrook, IL 60062
847-291-2960
nbparks.org

MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks and Properties
Agenda Item: VI. 1/18.10 Consider Professional Services with Hitchcock Design Group
Date: January 14, 2022

Staff Recommendation:

Staff recommends the approval of the Professional Services Agreement with Hitchcock Design Group of Naperville, Illinois for landscape architectural design services at a fee of \$29,000 consisting of Preliminary Design Services, Construction Document Services, Permitting & Bidding, and Construction Phase Services, in addition to a not to exceed amount of \$500 for Reimbursable Expenses.

Background & Analysis: The project will include the engineering, removal and replacement of the playground equipment and surfacing at Cedar Lane Tot Lot. Cedar Lane Tot Lot playground equipment was originally installed in 2004 and is now 18 years old.

The tentative schedule:

- Preliminary Design: November 2021
- Construction Documents: January 2022
- Out to Bid: February 2022
- Commencement of Construction: April 2022
- Substantial Completion: May 2022
- Final Completion: June 2022

Explanation:

1. Budgeted Cost (for planning/engineering): \$44,000
2. Budget Source: 2022 Capital Improvement Plan
3. Legal Requirement: None

Motion:

The Parks and Properties Committee Chair moves to approve the contract for professional services for landscape architectural design services to Hitchcock Design Group, Naperville, Illinois in the amount of \$29,000 and a \$500 not to exceed Reimbursable Expenses to the full Board for approval.

Pc: Molly Hamer, Executive Director

**PROFESSIONAL SERVICES AGREEMENT FOR
LANDSCAPE ARCHITECTURAL SERVICES**

Project Information	
The Project: Cedar Lane Tot Lot Playground Renovation	
<p>Owner: Northbrook Park District 545 Academy Drive Northbrook, IL 60062</p> <p>Owner's Representative: Ed Dalton Director of Parks & Properties edalton@nbparks.org</p> <p>Owner's Anticipated Milestone Dates for the Project: Preliminary Design: November 2021 Construction Documents: January 2022 Out to Bid: February 2022 Commencement of Construction: April 2022 Substantial Completion: May 2022 Final Completion: June 2022</p> <p>Owner's Budget and Cost of Work for the Project: The total budget for the Project, including but not limited to the Architect's Compensation, as defined below, and the Cost of the Work, is \$294,000.</p> <p>The total estimated Cost of the Work for this Project \$250,000.</p>	<p>The Architect: Hitchcock Design Group 22 E. Chicago Avenue, Suite 200 (60540) P.O. Box 5126 (60567-5126) Naperville, Illinois</p> <p>The Architect's Representative: Joe Brusseau Principal jbrusseau@hitchcockdesigngroup.com</p>
Scope of Services: Architect shall perform the landscape architectural services for the Project in accordance with the October 28, 2021 proposal submitted by the Architect for the Project which is attached as Exhibit A to this Agreement and incorporated herein by reference ("Architect's Proposal").	

Architect's Compensation:

The Architect's estimated Professional Fee is Twenty-Nine Thousand Nine Hundred and 0/100 Dollars (\$29,900.00). Architect's Professional Fee includes the following:

Preliminary Design Services: \$9,200

Construction Document Services: \$10,000

Permitting & Bidding: Standard Hourly Rate per Architect's Proposal; Total estimated fee of \$2,500.

Construction Phase Services: Standard Hourly Rate per Architect's Proposal; Total estimated fee of \$8,200.

Architect shall also be compensated for Reimbursable Expenses in accordance with Section 4.2 of this Agreement.

This Professional Services Agreement for Landscape Architectural Services (the "Agreement") is executed on the date last written below (the "Effective Date"). This Agreement applies to all Project-related Services provided by Architect before, on, and after the Effective Date.

Owner and the Architect agree as follows:

1. **General Definitions.**

1.1. "Agreement" means this Professional Services Agreement for the Project, as executed by the Parties.

1.2. "Architect" means a landscape architect and the person or entity identified in the Project Information section of the Agreement, and includes but is not limited to the Architect's employees, agents, representatives, subcontractors, consultants, and subconsultants, and any other entity or individual that has contracted with Architect in connection with the Project. The Parties acknowledge and understand that the term "Architect", as used in this Agreement, refers to a landscape architect.

1.3. "Change Directive" means modification to the Construction Documents as directed by Owner, where the resulting change to the contract sum and/or contract time, as specified in the Construction Contract, has not yet been agreed to and reduced to a written agreement executed by and between Owner and the Contractor.

1.4. "Change Order" means modification to the Construction Documents and to the contract sum and/or contract time specified in the Construction Contract, as reflected in a written agreement executed by and between Owner and the Contractor.

1.5. "Compensation" means the Professional Fees and Reimbursable Expenses to be paid by Owner to the Architect for the timely and proper execution of Services. Compensation is specified in the Project Information section of the Agreement.

1.6. "Construction Contract" means the contract between Owner and the Contractor for the performance of the Work.

1.7. "Construction Documents" means the drawings, specifications and any other terms, conditions and requirements as developed and prepared by Architect together with the instructions

to bidders, the general conditions for construction, and other terms and conditions provided by Owner. Construction Documents are subject to modification by Change Orders and Change Directives, if any.

1.8. “Contractor” means the person or entity who is required under the Construction Contract to perform the Work.

1.9. “Cost of the Work” means the contract sum specified in the Construction Contract, as adjusted by fully-executed Change Orders.

1.10. “Day” or “Days” means a calendar day or a period of days, as applicable, without regard to weekends or holidays.

1.11. “Estimated Cost of the Work” means the Cost of the Work as estimated and contained in a cost estimate prepared by the Architect. In preparing the Estimated Cost of Work, Architect shall be permitted to include contingencies for design, bidding and price escalation, and to include in the Construction Documents alternate bids as may be necessary to adjust the actual Cost of the Work to meet the Owner’s budget

1.12. “Owner” means the Northbrook Park District.

1.13. “Parties” means Owner and the Architect.

1.14. “Party Representatives” means Owner’s and Architect’s respective representatives identified in the Project Information Section of this Agreement. The Parties may change their respective Party Representative upon prior written notice of such change to the other Party’s Representative, provided that the other Party accepts such change. Such acceptance shall not be unreasonably withheld. Any substitution of Architect’s Party Representative must be with a person who has professional experience equal to or greater than Architect’s current Party Representative.

1.15. “Professional Fee” means the fee specified in this Agreement and payable by Owner to the Architect for the performance of Services.

1.16. “Project” means the construction project identified in the Project Information section of the Agreement.

1.17. “Reimbursable Expenses” means the actual cost to the Architect of the items identified below as Reimbursable Expenses.

1.18. “Scope of Services” means the statement contained in or incorporated into the Project Information section of the Agreement or, if none, the Architect’s Proposal, which defines the nature and extent of Services to be provided by Architect. The Scope of Services may explain or supplement the Services to be provided under this Agreement. To the extent of any conflict between the Scope of Services, Architect’s Proposal and this Agreement, this Agreement shall control.

1.19. “Services” means all landscape architectural professional services, administrative services, models, mock-ups, renderings, documents, instruments, and deliverables to be provided by Architect under this Agreement.

1.20. “Substantial Completion” means the date on which the Work is completed to the point that Owner can lawfully occupy the Project for its intended purpose, and the only Work then remaining consists of minor cosmetic items that can be completed without interruption of Owner’s use of

the Project. The Work will not be considered suitable for Substantial Completion until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of the Owner's personnel in the operation of systems, if applicable, has been completed and documented, and all final finishes within the Contract are in place. The scheduled date of Substantial Completion may or may not be ascertained as of the Effective Date of the Agreement. The scheduled date of Substantial Completion shall be reflected in the Construction Documents. The actual date of Substantial Completion shall be determined by Owner.

1.21. "Work" means all labor, materials, services and equipment required to be furnished, installed and/or provided by the Contractor, and all duties required to be performed by the Contractor, as provided in the Construction Documents.

1.22. "Architect's Proposal" means the October 28, 2021 proposal submitted by the Architect for the Project which is attached as Exhibit A to this Agreement and incorporated herein by reference.

1.23. All other capitalized terms are defined below or in the Agreement.

2. **Architect's Obligations.**

2.1. **General Obligations.** Architect shall provide all Services contained in the Scope of Services in a timely and professional manner in accordance with the Standard of Care. The Architect shall conform its Services to the standard of care applicable to landscape design professionals performing similar services for projects of like size and kind (the "Standard of Care"). Architect's Services and all deliverables furnished under the Agreement shall comply with all applicable laws, statutes, codes, ordinances, orders, rules and regulations of the governmental authority or authorities having jurisdiction over the Project, subject to the Standard of Care. The Architect shall perform its Services as expeditiously as is consistent with the Standard of Care applicable to its Services. The Architect shall not engage in any activity, provide any services, or enter into any contract that may reasonably appear to conflict with the Architect's duties to Owner or with the Architect's professional judgment concerning the Project. The Architect and its employees are independent contractors with respect to Owner.

2.2. **Scope of Architect's Services.** The Services to be provided by Architect as described in Architect's Proposal and this Agreement are complimentary and supplementary and Architect's Services shall include all relevant landscape architectural and, if needed, civil engineering services, and all deliverables specified in the Agreement and in accordance with Architect's Proposal, which are required to provide a complete design of the Project. All other services are defined as "Additional Services," and, except in an emergency, Additional Services shall only be provided by the Architect upon Owner's prior written agreement to the scope of such Additional Services and Owner's prior written approval of the fee and expenses related to such Additional Services.

2.2.1. All persons connected with Architect as an officer, employee or agent of or consultant to Architect, who are directly in charge of the professional landscape architectural work performed as part of the Architect's Services, are, and for so long as any of Architect's Services shall be provided under this Agreement, shall be qualified and possess the skill and competence required to perform Architect's Services properly. Architect shall be responsible for the negligent and wrongful acts and omissions of its employees, and sub-consultants, and their respective employees with respect to the Services under this Agreement.

2.2.2. Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project in accordance with Architect's Proposal.

2.3. **Architect's Consultants.** All agreements between Architect and its consultants shall be in writing and shall contain such provisions binding the Architect's consultants to the Architect, requiring Architect's consultants to perform their scope of services in the same manner and to the extent that the Architect is bound to Owner in accordance with this Agreement such that the Architect performs its Services in accordance with this Agreement. The Architect shall timely pay all sums due to its consultants in accordance therewith and shall not cause or permit any liens to be placed by any such consultants against the property or funds of the Owner, provided Owner has paid to Architect the sums due to the Architect's consultants which are not in dispute or which Owner is otherwise entitled to withhold. The Architect will provide Owner current waivers and releases of lien from Architect in account of the payment sought in the invoice, and for Architect's consultants, the Architect will provide Owner lien waivers for the prior payment paid to them in the performance of its Services.

2.4. **Ownership of Instruments of Service.** All hardcopy and electronically-stored drawings, details, sketches, specifications, conditions, requirements, and all other documents generated and/or prepared in connection with the Project by Architect or Architect's consultants, including the Construction Documents, are defined collectively as "Instruments of Service." Provided the Owner has paid the Architect in accordance with this Agreement, the Owner owns the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights, and Architect hereby waives all common law, statutory and other reserved rights, including copyrights, in and to the Instruments of Service. Notwithstanding the foregoing, Architect retains ownership of any pre-existing, standard specifications that are incorporated into or used in connection with the Construction Documents. Provided the Owner has paid the Architect in accordance with this Agreement, the Owner may use the Instruments of Service for future additions to or alterations of the Project, or for other projects, which use shall be at the Owner's sole risk and without liability to Architect or Architect's consultants. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.

2.5. **Preliminary Project Schedule.** As soon as practicable, Architect shall prepare and submit for the Owner's approval a preliminary schedule for the performance of Architect's Services, including a schedule for completion of the Preliminary Design Phase, the Final Design Phase, and Construction Phase of the Project, with a proposed date of Substantial Completion. The Design Phase includes, and the schedule shall reflect, sub-phases including Program and Analysis Phase, Schematic Design Phase, Construction Document Phase, and Permitting and Bid Phase (collectively the "Design Phase"). The schedule shall take into account the Design Phase; the Owner's approvals during the Design Phase; any applicable statutory bidding requirements; the Owner's process for board approval and award of contracts, permitting, and other government-related approvals; and the expected duration of the Project through the Construction Phase.

2.6. **Preliminary Design Phase.** The Architect shall complete the Program and Analysis Phase in accordance with Architect's Proposal. The Architect shall evaluate the completed program in terms of the preliminary schedule and the preliminary budget, and shall prepare, present, and explain to the Owner, for the Owner's approval, a schematic design of the Project that is consistent with the Owner's program and budget in accordance with Architect's Proposal. The schematic design shall illustrate the physical scale and relationship of the Project's components at a conceptual level. The schematic design will include conceptual site improvements in accordance with Architect's Proposal and

all other information required to present and explain the design of the Project at a conceptual level. The Architect shall revise the Project's schematic design as reasonably required to obtain the Owner's approval. Upon the Owner's approval of the Project's schematic design and the Architect's transmittal of the finalized schematic design documents to the Owner, the Architect shall prepare and present to the Owner an Estimated Cost of the Work, the Preliminary Design Phase shall end, and the Final Design Phase shall commence.

2.7. **Final Design Phase.** The final design phase shall consist of drawings including plans, sections, elevations, typical construction details, and equipment layout, which shall indicate the size and character of the Project as to all elements including civil engineering, if needed, along with an outline of specifications that identify materials, equipment, and systems that are significant to the Project, including general quantity levels for each such item. Architect's design development of the Project shall be based upon Architect's inspection of existing conditions; Architect's survey of the grounds on the Project site; Architect's field verifications for readily observable conditions in the exercise of the Standard of Care, Architect knows or reasonably should know to exist; Architect's review of applicable Owner provided as-built drawings related to the Project site. Architect shall prepare, present, and explain to the Owner, for the Owner's approval, the developed design. Architect shall revise the developed design as reasonably required to obtain the Owner's approval. Architect shall reasonably cooperate with local authorities in developing the design. Upon the Owner's approval of the Project's design as developed by Architect, and Architect's transmittal of the finalized design development documents to the Owner, Architect shall prepare and present to the Owner an updated Estimated Cost of the Work, the Final Design Phase shall end, and the Construction Documents Phase shall begin.

2.8. **Construction Documents Phase.** Based upon the Owner's approval of the design as developed by Architect and any adjustments to the budget by the Owner, Architect shall prepare Construction Documents for the Owner's approval. At 50% and 90% completion of the Construction Documents, Architect shall meet with Owner to present the Construction Documents, including an updated Estimated Cost of the Work. Architect shall revise the Construction Documents as reasonably required to obtain the Owner's approval. The Construction Documents shall address all elements of the Project including civil engineering, if needed. Architect shall identify and prepare the documents required to apply for permits in accordance with the Architects Proposal and to obtain the approval of governmental authorities having jurisdiction over the Project, and shall present such documentation to the Owner for review, approval and execution, if necessary, and shall submit such executed documents to the appropriate governmental authorities. The completed Construction Documents shall be dated and shall include:

2.8.1. Finalized drawings, site plans, general notes, sections, elevations, details, depictions of systems and equipment, layouts and locations, with all necessary sizes, dimensions and locations accurately depicted;

2.8.2. Finalized specifications setting forth in detail the quality, quantity, characteristics, and requirements of all labor, materials, equipment and systems included in the Project;

2.8.3. All documents, information, certifications, signatures, seals, stamps, required to obtain the construction permits and approvals of the governmental authority or authorities having jurisdiction over the Project, with all seals and stamps indicating their expiration date;

2.8.4. All bid forms and alternate bid forms required by the Contractor for the preparation of its bid or quote as provided by the Owner and Architect;

2.8.5. General and any special conditions of construction and contract forms as provided by the Owner; and

2.8.6. Finalized Construction Documents delivered to the Owner in hard copy and electronic format.

2.9. **Bidding Phase.** The Architect shall assist Owner in letting the Project for public bidding. The Architect shall attend pre-bid meetings as may be scheduled in the Construction Documents; prepare and circulate addenda and answer questions from interested parties; consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders; and provide all other customary landscape architectural services in accordance with the Architect's Proposal for Owner to enter into a contract with the Contractor. Upon the earlier of Owner's award of bids or the execution of the Construction Contract, the Bidding Phase shall end and the Construction Phase shall commence.

2.10. **Rejection of Bids.** If the lowest responsible bid exceeds the Estimated Cost of Work by more than Ten Percent (10%), Owner may, in its sole discretion, reject bids and direct the Architect to revise the Construction Documents, recalculate the Estimated Cost of Work, and assist Owner with rebidding the Project at no additional cost to Owner.

2.11. **Construction Phase.** The Architect shall provide project administration services in accordance with the Architect's Proposal and as set forth below. The Architect shall only have authority to act on Owner's behalf to the extent provided in the Agreement.

2.11.1. **Submittals.** The Architect shall coordinate with the Contractor to agree upon a schedule for submittals of shop drawings, product data, and other information required by the Construction Documents. The Architect shall review all submittals to determine if they conform to or are consistent with the Construction Documents. If the Construction Documents require the Contractor to provide professional design services, the services of a registered architect or engineer, or the approval or certification of a registered architect or engineer, the Architect shall specify in the Construction Documents the performance or design criteria to be met. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, unless Architect knows or reasonably should know in the exercise of the Standard of Care that such submittals contain errors or omissions or do not conform to the Construction Documents, in which case the Architect shall notify Owner in writing. The Architect shall promptly review all submittals and, unless otherwise agreed in writing by Owner, shall approve or reject each submittal in a dated writing returned to the Contractor within fourteen (14) days after submittal, and immediately in the case of submittals affecting the Project's critical path. The Architect shall promptly review all resubmittals and, unless otherwise agreed in writing by Owner, shall approve or reject each resubmittal in a dated writing returned to the Contractor within seven (7) days after resubmittal. The Architect shall not make changes to the Construction Documents through the submittal process. All rejected submittals shall include the basis for such rejection and any required revisions. The Architect shall maintain a copy of all submittals, resubmittals, approvals, and rejections, and all related correspondence. Architect shall review and take appropriate action on required Contractor submittals such as shop drawings, product data, equipment specifications, samples and other data, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Architect shall not be responsible for the accuracy or completeness of details, such as quantities, dimensions, weights, fabrication, means, methods, sequencing, coordination with other trades, or safety, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate that the Architect has reviewed the entire assembly or its components.

2.11.2. **Requests for Information.** The Architect shall prepare a form for the Contractor to use in submitting all requests for information. The form is subject to Owner's approval. The

Architect shall interpret and where necessary issue supplemental instructions to the Contractor regarding the Construction Documents, and shall promptly respond to all requests for information and other correspondence from Owner or the Contractor concerning the Construction Documents, the Work, and/or the Project. If necessary, the Architect shall prepare supplemental drawings, specifications, and/or other modifications to the Construction Documents, and, unless otherwise agreed in writing by Owner, shall transmit such information to the Contractor within seven (7) days after the Architect's receipt of such request, and immediately in the case of such requests affecting the Project's critical path. All such interpretations and instructions shall be in writing, shall be sent to Owner and the Contractor, and shall be consistent with the Construction Documents.

2.11.3. **Site Observation.** The Architect shall visit the site in accordance with the Architect's Proposal and the Standard of Care to observe and become familiar with the progress and quality of the Work, and to determine if the then-observable portions of the Work are being performed in accordance with the Construction Documents. The Scope of Services shall quantify the number of and specify the interval for such site observation visits. The Architect will not hold progress meetings, but progress of the Project will be discussed during the Architect's site visits and/or will be communicated subsequent to such site visits. Unless the Scope of Services provides otherwise, the Architect shall promptly submit a field observation report to Owner for each such site observation visit. The Architect shall keep Owner reasonably informed about the progress and quality of the Work, and shall promptly report to Owner in writing (1) known deviations from the Construction Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

2.11.4. **Evaluations of the Work.** On the basis of submittal review, site observation, and communications with the Contractor, the Architect shall evaluate the Work in accordance with the Standard of Care and, by written communication to the Contractor with a copy to Owner, shall recommend rejection or approval of the Work that does not conform to the Construction Documents.

2.11.5. **Changes in the Work.** The Architect shall review requests by Owner or Contractor for changes in the Work, including requests for adjustments to the contract sum and/or the schedule. Requests for changes in the Work made by the Contractor shall be accompanied by information sufficient to permit the Architect to make a reasonable determination of whether the change is necessary or advisable, without an extensive investigation by the Architect. If the request for a change is not accompanied by such information, the Architect shall identify such deficiencies and request that the Contractor supply the missing information prior to the Architect's response to the request. The Architect shall respond to all requests for changes in the Work, and such response shall be directed to Owner and the Contractor. Unless the Scope of Services provides otherwise, the Architect shall respond to all requests for changes in the Work within seven (7) days after receiving the request, and immediately in cases of requested changes that affect the Project's critical path. The Architect shall respond to all Owner-initiated requests for changes by preparing either a Change Order or a Change Directive, as appropriate. The Architect shall respond to all Contractor-initiated requests for changes by preparing a Change Order or Change Directive, or by recommending that Owner reject the change as unnecessary, inadvisable, or unjustified. If necessary, the Architect shall prepare additional drawings, specifications, and other modifications to the Construction Documents to accompany all Change Orders and Change Directives. The Architect shall maintain copies of all requests for changes, responses thereto, and all Change Orders and Change Directives, with all attachments and supporting documentation.

2.11.6. **Review and Certification of Payment Applications.** The Architect shall receive draft payment applications from the Contractor, and on the basis of the Architect's site observations, and based upon the progress of the Work and the status of requested changes in the Work, shall verify that such payment applications accurately reflect the progress of the Work, shall revise such payment applications in cooperation with the Contractor as necessary to accurately reflect the progress of

the Work, and shall promptly certify, sign, and deliver all such payment applications to Owner. Unless the Scope of Services provides otherwise, the Architect shall certify all payment applications within seven (7) days after receipt. The Architect shall not certify payment applications that contain, reference, or otherwise reflect changes in the Work except when such changes are reduced to a Change Order that was fully executed on or before the date of such certification. The Architect's submittal of certified payment applications to Owner shall constitute the Architect's representation to Owner, to the best of the Architect's knowledge, information and belief, that all such certified payment applications accurately reflect the progress of the Work and the Contractor's entitlement to payment in the amount specified. The Architect shall maintain a copy of all applications for payment, all revisions thereto, and all certified payment applications as submitted to Owner, including all documentation, summaries, and schedules attached thereto.

2.11.7. **Substantial Completion and Punch List.** When the Contractor reports that the Project is Substantially Completed, the Architect shall schedule a review of the Work with Owner and the Contractor. During such review, the Architect shall document in writing all Work that is incomplete, defective, or otherwise not in conformance with the Construction Documents. Based upon the review, the Architect shall determine if the Work has reached Substantial Completion. If not, the Architect shall so notify the Contractor and Owner and explain the basis for the determination. If so, the Architect shall prepare a certificate of Substantial Completion for execution by the Architect, Owner, and Contractor, which shall have attached to it a detailed list of items identified as incomplete, defective, or otherwise not in conformance with the Construction Documents (the "Punch List"). The Punch List shall also include or reference all requirements in the Construction Documents for the Contractor's submittal of Close-Out Documents. "Close-Out Documents" means the consent of surety to the release of retention and final payment to the Contractor; final waivers and releases of all liens; all as-built and record drawings in the form and mediums specified by Owner; and all installation and operating manuals related to systems and equipment included in the Work; all warranties, guarantees, certifications, documents, and instruments required by the Construction Documents. The certificate of Substantial Completion shall contain a date of Substantial Completion, and shall include the date by which the Contractor must complete the Punch List and furnish the Close-Out Documents. The Architect shall present the certificate of Substantial Completion, with the Punch List attached, to Owner and the Contractor for approval and execution.

2.11.8. **Final Completion and Close-Out.** When the Contractor reports that the Punch List has been completed, and all Close-Out Documents have been received by the Architect and received, reviewed and approved by Owner, the Architect shall schedule an inspection of the Punch List items with Owner and the Contractor. If, upon inspection, the Architect determines that all Punch List items have been completed to Owner's satisfaction, the Architect shall certify the Contractor's final payment application, which may include the payment of retention. If, upon inspection, the Architect determines that not all Punch List items have been completed to Owner's satisfaction, the Architect shall amend the Punch List accordingly, establish a new completion date for the remaining Punch List items or follow Owner's directions for takeover and completion of the Work, and shall not certify the release of retention or final payment to the Contractor. When the Architect determines or the Contractor reports that the amended Punch List has been completed to Owner's satisfaction, an inspection shall occur in accordance with this Section and, if appropriate, the Architect shall certify the Contractor's final payment application. When the Punch List is completed, the Construction Phase ends and that date shall be the date of "Final Completion."

2.11.9. **Means and Methods.** The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Construction Documents, except if and to the extent the Architect fails to provide written notice as required in this

Agreement, in accordance with the Standard of Care, and such failure causes specific damages to the Owner other than those damages caused by the Contractor's failure to properly perform the Work. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect shall promptly report in writing to Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees, or any other person performing any of the Work. These provisions shall not limit the Owner's remedies under this Agreement.

2.12. **Indemnification.** To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), to the extent caused by the negligent performance of the Architect's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, Architect's consultants, anyone employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Architect shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of, any provision of the Contract.

2.13. **Insurance.** The Architect shall procure and maintain the following insurance policies for the duration of the Project. The Architect shall also cause each of its subcontractors and subconsultants to procure and maintain the following insurance policies for the duration of the Project. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a A.M. Best's Key Guide Rating of at least A / VII, unless otherwise specified in writing by Owner. All specified policies shall by endorsement incorporate a provision requiring thirty (30) days written notice to Owner prior to the cancellation, non-renewal of any such policies. Written notice to Owner shall be by certified mail, return receipt requested. The Architect's cost of maintaining such insurance is included in the Architect's Professional Fee. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. Prior to performing Services, and upon the expiration and renewal of each such policy, the Architect shall furnish to Owner proof of all required insurance including certificates of insurance, and policies with all declarations and endorsements attached. At any time during the Project, Architect shall provide certified copies of all insurance policies required by this Agreement within 10 days of Owners' written request for said copies.

2.13.1. **Commercial General Liability.** The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$3,000,000** for 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 04 13, 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). Owner shall be included as an 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 Owner. 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.

2.13.2. **Automobile Liability.** The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$1,000,000** for 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 on 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.

2.13.3. **Workers' Compensation.** The Architect 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** for each accident for bodily injury by accident or for each employee for bodily injury by disease. If Owner 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 Architect waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Architect's work.

2.13.4. **Professional Liability.** The Architect shall maintain professional liability and, if necessary, commercial umbrella liability insurance, covering negligent acts, errors and omissions in the performance of the professional services with policy limits of not less than **\$1,000,000** per claim and **\$2,000,000** aggregate.

2.13.5. **Cross-Liability Coverage.** If Architect's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

2.13.6. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Architect may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, 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.

3. **Owner's Obligations.**

3.1. **Information and Approvals.** Owner shall timely respond to all reasonable requests by the Architect for documents, information, surveys, and approvals that may be necessary for the Architect to perform its Services. Notwithstanding any provision of this Agreement to the contrary, Owner's review and approval of any and all documents or other information shall be for the purpose of providing the Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy, completeness or correctness of such documents and, notwithstanding any professional skill or judgment possessed by Owner, shall in no way create any liability on the part of Owner for errors, inconsistencies or omissions in such documents or information.

3.2. **Budgeting.** The Owner shall establish and regularly update a budget for the Project, and shall communicate such budget and updates to Architect. The Owner may rely upon Architect's Estimates of the Cost of the Work in establishing and updating the budget.

3.3. **Party Representative.** Owner's Party Representative is authorized to act on Owner's behalf only to the extent authorized by Owner's Board Policies and Project-specific directives, if any.

4. **Compensation and Payment.**

4.1. **Professional Fee.** The Architect's Compensation is contained in the Project Information Section of the Agreement. The Professional Fee may be a lump sum or a percentage of the Cost of the Work. In either case, a portion of the Professional Fee shall be earned and become payable during each phase of the Project.

4.2. **Reimbursable Expenses.** The Architect's Reimbursable Expenses include and are limited to the Architect's actual costs incurred in connection with the following specified items. There shall be a 10% markup by the Architect on Reimbursable Expenses. The Reimbursable Expenses **shall not exceed \$500.00** unless Architect requests in writing a specified increase of this not-to-exceed cap and a basis for the request, and Owner approves such request in writing and before the expenditure is incurred. Reimbursable Expenses include and are limited to:

- 4.2.1. Printing and document reproduction costs;
- 4.2.2. Courier service; and
- 4.2.3. Mileage at standard rates as published by the IRS.

4.3. **Invoicing.** From the Effective Date of the Agreement through completion of the Construction Phase, the Architect shall on a monthly basis send Owner invoices for the Professional Fee and Reimbursable Expenses. The invoices shall reflect portions of the Professional Fee earned and due, less payments previously made, and shall reflect the then remaining available balance. The invoices shall also reflect Reimbursable Expenses incurred in the immediately preceding month, which shall be supported by the attachment of all third-party documents and information needed for Owner to independently verify the amount incurred and paid by the Architect and the details of such expenses, and the remaining available balance. Owner shall specify the monthly deadline and procedure, if any, for the submittal of invoices. The invoices shall be directed to Owner's Project Representative as identified in the Project Information Section of the Agreement. Owner shall process all invoices in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

5. **General Provisions.**

5.1. **Termination for Convenience.** Owner may terminate the Agreement upon at least seven (7) days written notice to the Architect for any reason in Owner's sole discretion. Upon such termination for convenience, the Architect shall submit a final invoice for that portion of the Professional Fee earned and Reimbursable Expenses incurred as of the effective date of termination. Such invoice shall be prepared and calculated as provided in Article 4, above. Payment of such invoice shall be Architect's sole remaining compensation under the Agreement. The Architect shall not under any circumstance have any claim for consequential or incidental damages, or lost profits, and all such claims are expressly waived.

5.2. **Termination for Cause.** If one Party materially breaches the Agreement, the other Party may terminate the Agreement upon at least three (3) days written notice to the breaching Party. If the Architect terminates under this Section, upon such notice of termination to Owner, the Architect shall

submit a final invoice for that portion of the Professional Fee earned and Reimbursable Expenses incurred as of the effective date of termination. Such invoice shall be prepared and calculated as provided in Article 4, above. Payment of such invoice shall be Architect's sole remaining compensation under the Agreement. If Owner terminates under this Section, the Architect shall not be entitled to any further compensation, except for those portions of the Professional Fee and Reimbursable Expenses that are then earned, due, and unrelated to the material breach forming the basis for such termination, which shall be invoiced and paid in accordance with Article 4. The Architect shall not under any circumstance have any claim for consequential or incidental damages, or lost profits, and all such claims are expressly waived.

If the Architect is adjudged as bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Architect's insolvency, or if any provision of the bankruptcy law is invoked by or against the Architect, then notwithstanding any other rights or remedies granted the Owner, the Owner may, without prejudice to any other right or remedy, (i) terminate the employment of the Architect and/or (ii) finish the Services by whatever method the Owner may deem expedient. In such case, the Architect shall not be entitled to receive any further payment until the Services are finished and the Owner may be entitled to recover and deduct from any remaining amounts due Architect all damages allowed by law.

5.2.1. Architect shall at its own cost cure any breach of its obligations under this Agreement within a reasonable time following written notice from the Owner of the breach, provided in no case shall Architect fail to cure any breach within fifteen (15) days of receipt of such written notice from Owner or, in the event the breach cannot be cured within such fifteen (15) days, Architect shall have commenced to cure the breach within fifteen (15) days of receipt of such written notice from Owner. Should Architect refuse or neglect to cure such breach within this time, taking into consideration the nature of the breach and its impact on the progress or the cost of the Work, after receiving reasonable written notice requesting such cure from Owner, then Owner shall be entitled to cure such breach immediately following additional written notice of such intended action to Architect, and recover the cost of such cure from Architect. This commitment by Architect is in addition to and not in substitution for, any other remedy which the Owner may have at law or in equity.

5.2.2. Architect's Services shall include Services before and after issuance to Owner of the final Certificate for Payment, or in the absence of the final Certificate of Payment, before or after the date of Final Completion, made necessary by (i) failure of performance of a Contractor under any Contract for Construction, when such defects or deficiencies in the Work, or failure of performance resulted from Architect's negligence or errors or omissions in the Contract Documents which it provided for the Project or (ii) breach of the duties or obligations of the Architect under this Agreement.

5.3. **Return of Documents Upon Termination.** Promptly upon the termination of this Agreement or the Architect's Services for any reason and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all documents prepared by Architect in the performance of its Services under this Agreement, including without limitation all drawings and specifications, and all models prepared by the Architect for the Project prior to the effective date of termination, so as to avoid any delay or increased cost of the Project.

5.4. **Use of AIA Documents.** Owner may permit Architect and Contractor to use standard and modified form AIA Documents for certain purposes including but not limited to general conditions for construction, payment applications, change orders, and certificates of Substantial Completion. Any such use shall be pre-authorized in writing by Owner.

5.5. **Retention and Inspection of Records.** To the extent the Agreement, these terms and conditions, or other Construction Documents require the Architect to prepare, receive or maintain

correspondence, documents, records, instruments and/or files related to the Project (“Project Records”), the Architect shall maintain all Project Records in an organized, safe, and secure location during the Construction Phases and for a period of four (4) years from the date of Substantial Completion. Upon Owner’s request at any time, the Architect shall promptly provide Owner with access to original Project Records, and copies of Project Records if requested. If the Architect intends to destroy or dispose of Project upon the expiration of this retention period, Architect shall notify Owner in writing at least ninety (90) days prior to such destruction or disposal and provide Owner a reasonable opportunity to retrieve such items at Owner’s expense.

5.6. **Confidentiality and FOIA.** The Architect shall maintain, and shall contractually require its employees and sub-consultants to maintain, the confidentiality of all information in their possession regarding the Project. Architect shall keep all Project-related information, documents, records, instruments, and files strictly confidential and shall not disclose them to any other person except to (1) those employees of Architect who need such information to perform Project-related services, and (2) its sub-consultants who are contractually bound by this confidentiality provision and who need such information to perform Project-related services. The Architect acknowledges that certain Project-related documents in its possession or under its control may be subject to the Freedom of Information Act, 5 ILCS 140/1, *et seq.*, and the Architect shall comply with and shall cooperate with Owner’s efforts to comply with such requirements.

5.7. **Statutory Requirements.** The Architect shall comply with and shall cause its sub-consultants to comply with all applicable statutory requirements including but not limited to:

5.7.1. The Architect shall comply with, and require all persons providing any of the Services on its behalf to comply with, to the extent applicable, the professional standard of care and with all applicable federal and state laws and governmental rules and regulations now or hereafter in effect pertaining to equal employment opportunity and discrimination in provision of the services, including the provisions of the Equal Employment Opportunity Clause.

5.7.2. The Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, including but not limited to requirements pertaining to a sexual harassment policy.

5.7.3. The Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*

5.7.4. Article 33E of the Criminal Code, 720 ILCS 5/Art. 33E. Pursuant to Section 33E-11, the Architect hereby certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E.

5.8. **Professional Credit.** Upon Architect’s receipt of prior written consent from the Owner, Architect shall have the right to include photographic or artistic representations of the Project among Architect’s promotional and professional materials. The Owner shall give Architect reasonable access to the completed Project to make such representations. However, Architect’s promotional and professional materials shall not include the Owner’s confidential or proprietary information or any other information prohibited by law or by the Agreement from disclosure.

5.9. Architect’s duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Construction Documents authored by Architect or its consultants, nor shall anything contained in this Agreement be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity for damages sustained or expense incurred caused by Architect’s negligent errors, omissions, or failure to perform its duties or covenants in accordance with this Agreement.

5.10. **Governing Law/Venue.** The Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Cook County, Illinois.

5.11. **Interpretation and Construction.** The Parties intend the Agreement to be legally binding on them, and to inure to their benefit and the benefit of their respective legal representatives, successors and assigns. The provisions of the Agreement are severable and no provision shall be affected by the invalidity of any other provision. If any court determines any provision of the Agreement to be ambiguous, the ambiguity shall not be construed against either Party.

5.12. **No Assignment or Delegation.** Except as may be otherwise provided in the Scope of Services, each of the Parties represents that it has not assigned and will not assign any rights under the Agreement, and that it has not delegated and will not delegate or subcontract any duties arising under this Agreement.

5.13. **No Third-Party Beneficiaries.** The Agreement is not intended to confer any rights upon any third party who is not a Party to the Agreement.

5.14. **No Waiver of Immunities, Privileges.** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of Owner and/or the Architect, and/or any of their respective officials, officers and/or employees.

5.15. **Statute of Limitations.** Notwithstanding any other provision to the contrary, all causes of action arising from the performance and/or breach of this Agreement shall be deemed to have accrued and the applicable statutes of limitation and repose shall operate as provided by Illinois law.

5.16. **Integration.** This Agreement, and the documents attached to and incorporated by reference in this Agreement including but not limited to the Scope of Services, if any, provisions relating to Compensation, if any, and the Construction Documents, constitute the entire agreement of the Parties with respect to this Project, and supersede all prior representations and agreements, both oral and written. This Agreement may only be modified or cancelled by the subsequent written agreement of the Parties.

5.17. No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation hereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, fire, flood, earthquake, storm or other like event, labor problem, unavailability of supplies, pandemic outbreak, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party with reasonable care (each, a "Force Majeure Event"). In the event of any such excused delay, the time for performance of such obligations shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable. In the event the Work is delayed due to Force Majeure Event, Architect's basic services shall be extended for a period of time equal to the time lost by reason of the delay.

5.18. **Headings.** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

Executed on the date last written below, by and between:

Northbrook Park District

Hitchcock Design Group

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Joe Doud Administration Building
545 Academy Drive
Northbrook, IL 60062
847-291-2960
nbparks.org

MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks and Properties
Agenda Item: VI. 1/18.12 Review Meadowhill Park Playground Equipment Options
Date: January 14, 2022

Staff Recommendation:

Staff recommends the approval of two Meadowhill Park Playground Play Equipment concepts provided by Cunningham Recreation/GameTime, to be made available to the public for voting.

Background & Analysis:

Planning for this project began in early 2020, with anticipated construction in 2021. The playground project was deferred in 2021 and is now slated for construction in 2022.

Early in the design process we were working with Cunningham Recreation/GameTime in hopes to apply for the PlayOn! Grant that was available when planning and budgeting began in 2019 and 2020. We continued with the model anticipating that GameTime and IPRA would reinstate the grant again in 2022. At this time there is no word if this grant will return in 2022, but we will continue to look for grant opportunities.

GameTime has provided us with two playground concepts that fit in our allocated play equipment budget.

Option 1

The 2-5 unit in Option 1 focuses on climbing. This structure offers the Therapeutic Rings for age-appropriate overhead, a Plastic Rock Wall link for lateral climbing, a Wormhole Climber with suspended plastic climbing rings for a unique lateral and vertical climbing experience, and a Shapes Climbing Wall. Finished off with an Xscape slide, this is a well-rounded unit that can be traversed from one end to the other without touching the surfacing by unitizing the purposely placed Xpod step.

The 5-12 unit in Option 1 features the 5' Double Wilderslide facilitating two users sliding in different directions. The Funnel Crow's Nest with Telescope is a manipulative and interactive feature with front reach capability for mobility devices and a functional telescope that really magnifies. The Coral Climber is a creative ground to deck climber that matches the aesthetic of other pieces well and the Pod Climbers are a fun, ground to deck balancing experience at different elevations. This unit features Shadow Play Tree Roofs offering a unique sensory experience as users interact with the colored shadows cast by the translucent panels.

Option 2

The 2-5 unit in Option 2 is a more traditional design with the plastic Giant Wave Climber and curved slide but also features the 6' 6" Spiral Slide with hood for added adventure.

The 5-12 unit in Option 2 features a larger footprint with 2 Hex Deck configurations as well as a 6' Spiral Slide. The River Rock Climber is a plastic rock climber with integrated handholds and a challenging feature for that age group. The Whirlwind Climber is a tall, metal climber accessible on all three sides and also offering internal climbing. The "S" Horizontal Loop Ladder is a brachiating (overhead) feature not offered in Option 1.

NORTHBROOK PARK DISTRICT

Both Options 1 and 2 feature an Infinity Bowl. This component has a unique dipped edge that provides easy access and its angled design increases functionality by allowing a user to easily shift their body weight to spin the piece. The Inchworm Climber, also on both designs, offers a proprioceptive challenge as users traverse the stepping planks at different elevations. Both options feature a single post swing with 2 enclosed tot seats (2-5 year old) and 2 belt seats (5-12 year old) as well as a single bay, single post swing frame with an adaptive swing seat to match the aesthetic of the other swing frame.

Explanation:

1. Budgeted Cost for Play Equipment (only): \$80,000
2. Budget Source: 2022 1050-6525 MHP05-20
3. Legal Requirement: None

Motion:

The Parks and Properties Committee Chair moves to approve the two Meadowhill Park Playground Play Equipment concepts provided by Cunningham Recreation/GameTime, to be made available to the public for voting.

Pc: Molly Hamer, Executive Director

Meadowhill Park - Option 1

Northbrook, IL

Design • Build • PLAY!



Adaptive Swing



Infinity Bowl



Therapeutic Rings



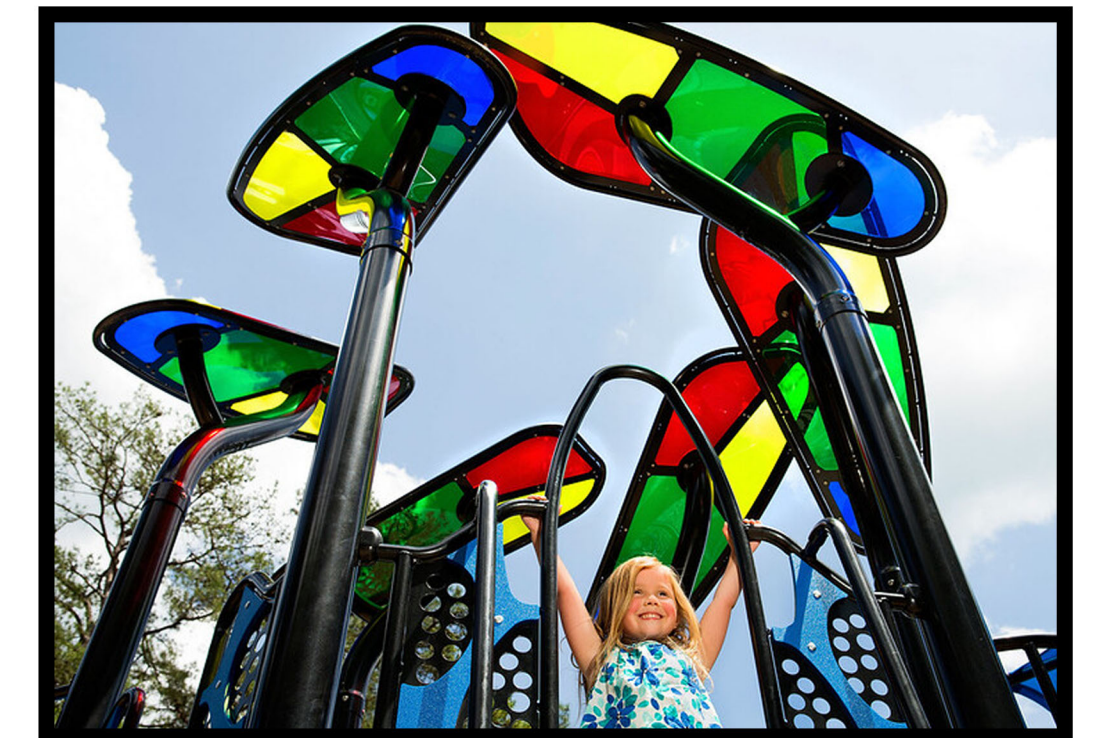
Rockwall



Wormhole Climber



Inchworm Climber



Shadow Play Tree Roofs



Funnel Crow's Nest w/ functional Telescope



Coral Climber

Meadowhill Park- Option 2 Northbrook, IL

Design • Build • PLAY!



Adaptive Swing



Infinity Bowl



Giant Wave Climber



Wormhole Climber



River Rock Climber



Whirlwind Climber



Fun-L Up Crawl Tube



Double Zip Slide



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MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks and Properties
Agenda Item: 1/18.13 Consider Purchase of a Toro Greensmaster TriFlex Hybrid 3320
Date: January 14, 2022

Staff Recommendation:

Staff recommends that the District purchase one (1) new Toro Greensmaster TriFlex Hybrid 3320 through the OMNIA Partners program from Reinders, Inc. of Franklin Park, Illinois for a total of \$42,782.96.

Background & Analysis:

The OMNIA Partners (formerly National IPA) contracts are competitively solicited and publicly awarded by a government entity. OMNIA Partners competitively bids for products and services on a national level and meets Illinois State Procurement requirements.

This equipment purchase request is for one (1) Toro Greensmaster Triflex Hybrid 3320. The equipment will be used to mow the greens daily on the Classic 18 course at Heritage Oaks Golf Club. The unit will have electric powered reels replacing hydraulic powered reels which will reduce the potential of costly hydraulic fluid leaks on the greens. This a replacement for a 2010 John Deere 2500E greens mower with 2,216 hours.

The 2010 John Deere 2500E greens mower will be included in Surplus Ordinance 22-O-1, Park District Equipment and will be traded in to Reinders Inc. of Franklin Park, Illinois for \$1,000.00. The proceeds will be applied to the purchase.

Explanation:

1. Budgeted Cost: \$46,000
2. Budget Source: 2022 Capital Improvement Plan – 1051-6525 GVE11-22
3. Public / Customer Impact: Increased equipment efficiency
4. Legal Requirement: None

Motion:

The Parks and Properties Committee Chair moves to approve the purchase of a Toro Greensmaster TriFlex Hybrid 3320 from Reinders, Inc. of Franklin Park, Illinois for a total of \$42,782.96 to the full Board for approval.

Pc: Molly Hamer, Executive Director



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nbparks.org

MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks and Properties
Agenda Item: VI. 1/18.14 Consider Purchase of a Toro Sand Pro 5040
Date: January 14, 2022

Staff Recommendation:

Staff recommends that the District purchase one (1) new Toro Sand Pro 5040 through the OMNIA Partners program from Reinders Inc. of Franklin Park, Illinois for a total of \$25,118.88.

Background & Analysis:

The OMNIA Partners, formerly National IPA, contracts are competitively solicited and publicly awarded by a government entity. OMNIA Partners competitively bids for products and services on a national level and meets Illinois State Procurement requirements.

This equipment purchase request is for one (1) Toro Sand Pro 5040 equipped with a flex blade. The equipment will be used at Heritage Oaks Golf Club for bunker maintenance. This unit will also be equipped with a blade for grooming the bunker face. This is a replacement for a 2011 Toro Sand Pro 2020 with 3,151 hours.

The 2011 Toro Sand Pro 2020 will be included in Surplus Ordinance 22-O-1, Park District Equipment and will be traded in to Reinders, Inc. of Franklin Park, Illinois for a total of \$1,125.00. The proceeds will be applied to the purchase.

Explanation:

1. Budgeted Cost: \$29,000
2. Budget Source: 2022 Capital Improvement Plan – 1051-6525 GVE10-22
3. Public / Customer Impact: Increased equipment efficiency
4. Legal Requirement: None

Motion:

The Parks and Properties Committee Chair moves to approve the purchase of a Toro Sand Pro 5040 from Reinders, Inc. of Franklin Park, Illinois for a total of \$25,118.88 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: VI. 1/18.15 Consider Purchase of John Deere 4052R Utility Tractor
Date: January 14, 2022

Staff Recommendation:

Staff recommends that the District purchase one (1) new John Deere 4052R Utility Tractor through the Sourcewell Grounds Maintenance program from Revels Turf and Tractor, LLC of Elgin, Illinois for a total of \$33,609.38.

Background & Analysis:

The Sourcewell contracts are competitively solicited and publicly awarded by a government entity for products and services on a national level and meet Illinois State Procurement requirements.

This equipment purchase request is for one (1) John Deere 4052R Utility Tractor. The equipment will be used for maintenance for the golf courses at Heritage Oaks and Anetsberger. This tractor will replace a 1999 John Deere 1070 tractor with 1,073 hours.

The 1999 John Deere 1070 tractor will be included in Surplus Ordinance 22-O-1, Park District Equipment and will be traded to Revels Turf and Tractor, LLC of Elgin, Illinois for a total of \$4,925.00. The proceeds will be applied to the purchase.

Explanation:

1. Budgeted Cost: \$35,000
2. Budget Source: 2022 Capital Improvement Plan – 1051-6525 GVE12-22
3. Public / Customer Impact: Increased equipment efficiency
4. Legal Requirement: None

Motion:

The Parks and Properties Committee Chair moves to approve the purchase of a John Deere 4052R Utility Tractor from Revels Turf and Tractor, LLC of Elgin, Illinois for a total of \$33,609.38 to the full Board for approval.

Pc: Molly Hamer, Executive Director