



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

Parks and Properties Committee Meeting

April 20, 2022

6:30pm

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
4/20.16 Parks and Properties Committee Meeting of March 15, 2022
- IV. Informational Items / Verbal Updates
 - A. Parks Grounds Department Staffing Update
 - B. Request from Congressman Brad Schneider
- V. Unfinished Business
- VI. New Business
 - 4/20.17 Consider Northbrook Sports Center Pool Deck Emergency Repair
 - 4/20.18 Consider Mowing Contract Addenda
 - 4/20.19 Consider District Asphalt Paving, Sealcoating and Repairs, Bid #2224
 - 4/20.20 Consider Hard Court Color Coat and Repairs, Bid #2225
 - 4/20.21 Consider Professional Services Agreement with Gewalt Hamilton Associates for Techny Prairie
Park and Field Path and Drainage Improvements
 - 4/20.22 Consider Professional Services Agreement with Gewalt Hamilton Associates for Wood Oaks Green
Park Construction Observation
- VII. Old Business
 - 4/20.23 Consider Ross Garfinkel Donation Agreement
- VIII. Next Meeting – May 16, 2022, at 6:30pm, Joe Doud Administration Building, 545 Academy Drive
- IX. 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: Chris Leiner, Director of Parks & Properties
Agenda Item: VI. 4/20.17 Consider Northbrook Sports Center Pool Deck Emergency Repair
Date: April 15, 2022

Staff Recommendation:

Staff recommends authorization for Executive Director Hamer to engage the services of a to be determined concrete contractor to make emergency polyjacking repairs to the Northbrook Sports Center pool deck for a not to exceed amount of \$45,000.

Background & Analysis:

During the 2022 pre-season pool inspection, staff discovered a significant portion of the pool deck (approximately 3,000 square feet) had settled up to 1.5 inches. The settling created multiple trip hazards around the surge tanks, pool gutters, and transition areas. After a detailed facility inspection, staff determined that the settling had not broken any pool pipes.

The settling results from the base material under the concrete further compacting after installation. A void was created between the concrete and the supporting sub-base when the base material compacted. This condition caused the existing concrete deck to drop down into this void, creating hazards throughout the facility.

Staff recommends retaining a company specializing in polyjacking to correct the issue. Polyjacking is the process to inject an environmentally inert expanding polymer material under the existing concrete to hydraulically lift the concrete back into the original position and fill the void (Exhibit A). Polyjacking is a more cost effective and timely approach than removing the existing concrete, installing a new subbase and pouring a new concrete deck.

Staff is in the process of soliciting competitive quotes. The projected final cost is between \$25,000 - \$30,000, however, based on the unknown nature of the required repair, staff is requesting contingency authority to ensure all work can be completed in a timely fashion in order to align with the scheduled pool opening date.

Explanation:

1. Budgeted Cost: Emergency Repair Not to Exceed \$45,000
2. Budget Source: 2022 Capital Improvement Plan: 1050-6575

Motion:

The Parks and Properties Committee Chair moves to authorize Executive Director Hamer to engage the services of a to be determined concrete contractor to make emergency polyjacking repairs to the Northbrook Sports Center pool deck for a not to exceed amount of \$45,000 to the full Board for approval.

Pc: Molly Hamer, Executive Director

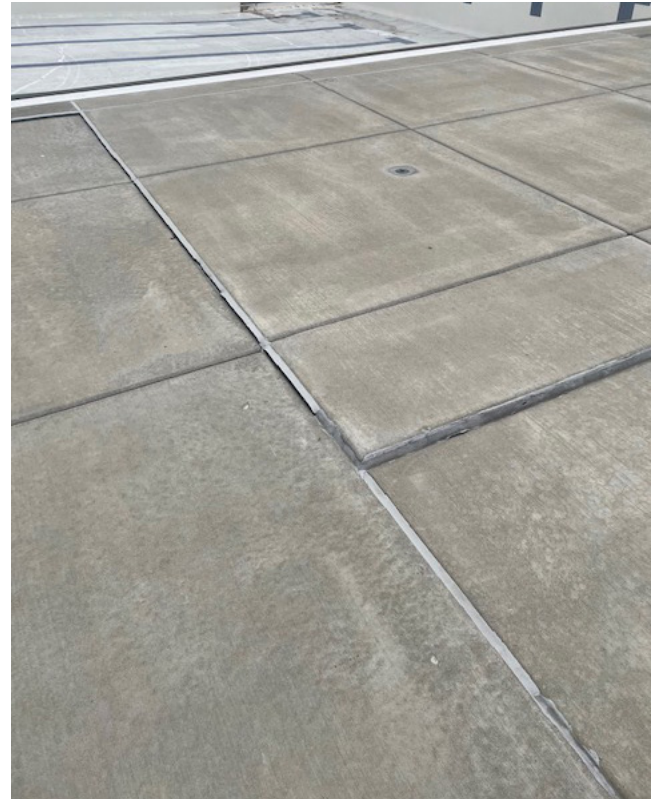
Sports Center Pool Deck Concrete

April 15, 2022

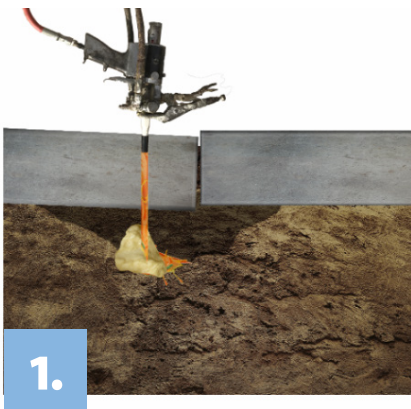


ABOVE: An example of a 1.5 inch lip created by a section of pool deck settling.

RIGHT: An example of the multiple trip hazards created by the deck settling.

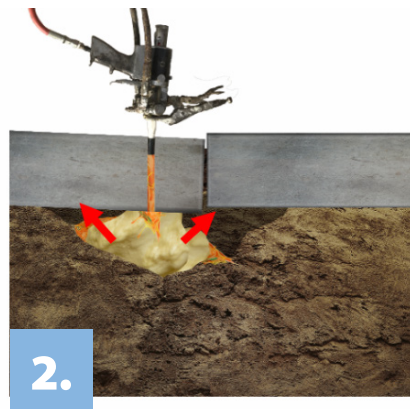


Concrete Raising with Polyurethane



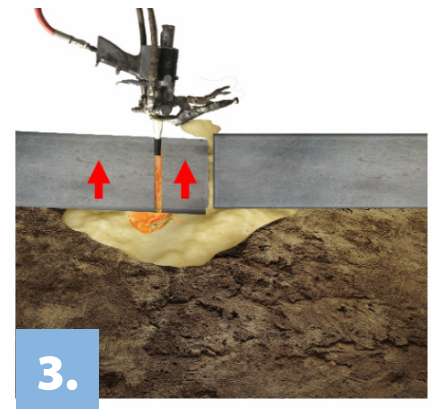
1.

Polyurethane is injected into the void through the slab.



2.

Polyurethane begins to expand and pack the void until the support is reestablished into the soil.



3.

Once the void is filled, the polyurethane begins to exert upward force to lift the slab back to level.



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MEMORANDUM

To: Parks and Properties Committee
From: Chris Leiner, Director of Parks & Properties
Agenda Item: VI. 4/20.18 Consider Mowing Contract Addenda
Date: April 15, 2022

Staff Recommendation:

Staff recommends amending the mowing contracts with Milieu Design LLC of Lake Zurich, Illinois, Brightview Landscape Services, LLC of Wheeling, Illinois, and Moore Landscape, LLC of Northbrook, Illinois to include mowing the Northbrook Sports Center, West Park, the Leisure Center, the exterior perimeter of Heritage Oaks Golf Club and a small area at Techny Prairie Activity Center.

Background & Analysis:

Currently, the District mows the Northbrook Sports Center, West Park, the Leisure Center, the exterior perimeter of Heritage Oaks Golf Club (area outside the golf course fencing adjacent to the road), and a small area at Techny Prairie Activity Center. By shifting mowing to the contractors, the District expects to reallocate 24 labor hours per week from mowing to other grounds/athletics field tasks. The mowing season is 31 weeks, and this will allow the Parks Department to reallocate a total 744 labor hours. All on course mowing at Heritage Oaks Golf Club and Anetsberger Golf Course will remain in-house. The cost of this transition is \$32,019, split across three vendors as follows:

Contractor	Locations	Cost
Milieu Design, LLC 525 Enterprise Parkway Lake Zurich, IL 60047	Northbrook Sports Center West Park Leisure Center	\$22,750
Brightview Landscape Services, LLC 222 Industrial Lane Wheeling, IL 60090	Heritage Oaks Golf Club (exterior perimeter fence)	\$5,084
Moore Landscapes, LLC 1869 Techny Road Northbrook, IL 60062	Techny Prairie Activity Center (small area)	\$4,185
Total		\$32,019

The above three contractors were all previously contracted via the legal bid process and the staff solicited competitive quotes between the contractors as appropriate.

The staff has a direct positive experience with all three contractors.

Explanation:

1. Budgeted Cost: NA
2. Budget Source: Grounds Maintenance Services 10-20-82-620-1102-5212

NORTHBROOK PARK DISTRICT

Motion:

The Parks and Properties Committee Chair moves to approve a one-year contract addendum to Bid #2206 with Milieu Design, LLC of Lake Zurich, Illinois in the amount of \$22,750; to Bid #2177 with Brightview Landscape Services, LLC of Wheeling, Illinois in the amount of \$5,084; and to Bid #2189 with Moore Landscapes, LLC of Northbrook, Illinois in the amount of \$4,185 for a total amount of \$32,019 to mow the Northbrook Sports Center, West Park, the Leisure Center, the exterior perimeter of Heritage Oaks Golf Club fence, and the Techny Prairie Activity Center to the full Board for approval.

Pc: Molly Hamer, Executive Director



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MEMORANDUM

To: Parks and Properties Committee
From: Chris Leiner, Director of Parks & Properties
Agenda Item: 4/15.19 Consider District Asphalt Paving, Sealcoating and Repairs, Bid #2224
Date: April 15, 2022

Staff Recommendation:

Staff recommends approval of base bid and Alternates 1, 2 and 3 for the District Asphalt Paving, Sealcoating and Repairs in the amount of \$347,465.00 from Patriot Pavement Maintenance of Des Plaines, Illinois.

Background & Analysis:

This project includes crack filling, sealcoating, striping and repairs at Coast Guard Park parking lot; Greenview Park pathways; Heritage Oaks Golf Club maintenance parking lot and maintenance drive; Meadowhill Park drive, parking lot, pathways and bleacher pads; Village Green Park pathways; Techny Prairie Park and Fields North and West parking lot, pathways, Anets Drive and Northeast basin loop.

Also included in the base bid is the pathway extension at West Park which will create a looped path enhancing the trail system. Engineering for this project was completed in 2017 in conjunction with the Village's water detention project, with construction scheduled for 2022. Some pathways at this park are also failing and will be replaced jointly with the pathway extension.

Alternate 1 represents the removal and replacement of 11,000 square feet of asphalt at Meadowhill Park, specifically, the pathway leading to the Chalet from Orchard Drive and the parking lot. This pathway was scheduled for sealcoating and minor repairs however upon spring inspection it was determined replacement was necessary due to the poor condition. Alternate 2 is patching work at Meadowhill Park parking lot and pathway and Heritage Oaks Golf Club maintenance drive. Alternate 3 is catch basin repair and leveling at Meadowhill Park parking lot, Techny Prairie Park and Fields parking lot and Heritage Oaks Golf Club maintenance lot and drive.

The District received two bids for this project.

Company	Base Bid Total	Alternate 1 - Meadowhill Park Pathway Replacement	Alternate 2 - Patching Work	Alternate 3 - Catch Basin Repair and Leveling	Total
Patriot Pavement Maintenance 825 Seegers Road Des Plaines, IL 60016	\$252,447.00	\$68,668.00	\$3,150.00	\$23,200.00	\$347,465.00
Troch-McNeil Paving Company, Inc. 2425 Pan Am Boulevard Elk Grove Village, IL 60007	\$278,670.00	\$63,940.00	\$13,965.00	\$15,900.00	\$372,465.00

Patriot Pavement Maintenance completed work for the Park District in 2021 at various locations throughout the District. Staff have been very satisfied with their workmanship, communication and accounting practices.

NORTHBROOK PARK DISTRICT

Explanation:

1. Budgeted Cost: \$416,000
2. Budget Source: 2022 Capital Improvement Plan - Project numbers 1025-6505-PARKS13-22; 1050-6505-WEST03-22

Motion:

The Parks and Properties Committee Chair moves to approve the Base Bid and Alternates 1, 2 and 3 for District Asphalt Paving, Sealcoating and Repairs, Bid #2224 from Patriot Pavement Maintenance of Des Plaines, Illinois in the amount of \$347,465.00 to the full Board for approval.

Pc: Molly Hamer, Executive Directo



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MEMORANDUM

To: Parks and Properties Committee
From: Chris Leiner, Director of Parks & Properties
Agenda Item: 4/20.20 Consider Hard Court Color Coat and Repairs, Bid #2225
Date: April 15, 2022

Staff Recommendation:

Staff recommends approval of the Hard Court Color Coat and Repairs, Bid #2225 base bid and alternate bid in the amount of \$44,900.00 from U.S. Tennis Court Construction Company of Lockport, Illinois.

Background & Analysis:

The project will include the preparation, crack repair with Armor patching, color coating and line painting at Greenfield Park basketball court, Floral Park basketball court and color coating of areas at the Velodrome.

The District received one bid for this project.

Bidder	Base Bid	Alternate-Velodrome	Total
U.S. Tennis Court Construction Company 1301 Canal Street Lockport, IL 60441	\$30,400.00	\$14,500.00	\$44,900.00

Staff recommends proceeding with the base bid of \$30,400.00 and the alternate bid of \$14,500.00 for a total of \$44,900.00. The alternate bid is based on the amount of square footage to be color coated for the set fee of \$14,500.00. U.S. Tennis Court Construction Company has completed work for the Park District in the past for basketball and tennis courts and the Velodrome.

Staff have been very satisfied with their workmanship and they are one of the very few companies that are currently completing this type of work.

Explanation:

1. Budgeted Cost: \$34,500.00
2. Budget Source: 2022 Capital Improvement Plan: 1050-6515-MHP07-22, 1050-6575-PARKS18-22

Motion:

The Parks and Properties Committee Chair moves to approve the Hard Court Color Coat and Repairs, Bid #2225 for \$44,900.00 from U.S. Tennis Court Construction Company of Lockport, Illinois to the full Board for approval.

Pc: Molly Hamer, Executive Director



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MEMORANDUM

To: Parks and Properties Committee
From: Chris Leiner, Director of Parks & Properties
Agenda Item: 4/20.21 Consider Professional Service Agreement with Gewalt Hamilton Associates for Techny Prairie Park and Fields Path and Drainage Improvements
Date: April 15, 2022

Staff Recommendation:

Staff recommends approval of the Professional Service Agreement with Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois for Techny Prairie Park and Fields Path and Drainage Improvements in the amount of \$28,550 with a not to exceed reimbursable amount of \$500.

Background & Analysis:

This project includes engineering work for a section of the path in disrepair at Techny Prairie Park and Fields north of the MWRD stormwater reservoir. This pathway regularly has standing water after rain events and snow melts. This pathway is outlined in the Exhibit.

After Gewalt Hamilton reviewed the photos and researched the topography around the path, they recommended drainage improvements to accompany the path rework. Since the path is adjacent to the MWRD property, work will include locating the property boundaries to ensure grading improvements do not encroach on the MWRD property. Property boundary research and field location on the residential side of the property will also be conducted. Based on the field identified location of existing wetlands, water, floodplain, floodway, and topography, Gewalt Hamilton recommended cost effective improvements to correct the drainage on the pathway. It is anticipated the improvements will include reconstruction of the path at its current elevation and regrading on the riverside of the path to ensure drainage away from the path. Gewalt Hamilton does not anticipate compensatory storage will be needed.

The project need was determined in January after the 2022 Capital Improvement Plan was approved. If approved, the design element of the project will be funded from the savings on the bids from the District's other asphalt projects this fiscal year.

Permit Requirements:

The subject section of the path is within the regulatory floodway, and the improvements will require grading in the floodplain/floodway. Permits from the Village and MWRD will be required. In addition, a Regional Permit from the IDNR-OWR is also required. The area of disturbance is anticipated to be less than one acre, and therefore an IEPA NPDES permit is not required.

Staff recommends proceeding with the proposal of \$28,550 with a not to exceed reimbursable amount of \$500. Gewalt Hamilton Associates, Inc. has completed work for the Park District at various locations throughout the District over the past few years, including Heritage Oaks Golf Club, the Leisure Center Waterline Replacement, Stonegate Park Parking Lot Replacement, and Wood Oaks Green Park Shoreline Restoration. Staff have been very satisfied with their work, communication, and knowledge of the permit processes.

NORTHBROOK PARK DISTRICT

Explanation:

1. Budgeted Cost: \$0
2. Budgeted Variance from District Asphalt: \$68,535
3. Budget Source: 2022 Capital Improvement Plan: 1025-6505-PARKS13-22

Motion:

The Parks and Properties Committee Chair moves to approve the Professional Service Agreement with Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois for the Techny Prairie Park and Fields Path and Drainage Improvements in the amount of \$28,550 with a not to exceed reimbursable amount of \$500 to the full Board for approval.

Pc: Molly Hamer, Executive Director



March 2, 2022

REVISED April 14, 2022

Mrs. Nicole Wrobel
Planning & Project Manager

Northbrook Park District
545 Academy Drive
Northbrook, IL 60062

Re: **Proposal for Professional Services**
Techy Prairie Park and Fields Path and Drainage Improvements
Northbrook, Illinois
GHA Proposal No. 2022.SD014

Dear Mrs. Wrobel:

Thank you for your consideration of Gewalt Hamilton Associates, Inc. (GHA) to provide civil engineering services for Techy Park. If our proposal is acceptable, please sign one copy and return to our office. We are pleased to have the opportunity to make our services available to you and look forward to assisting you on this project.

Sincerely,
Gewalt Hamilton Associates, Inc.



Jonathan Hagenow, PE
Civil Engineer I
JHagenow@GHA-Engineers.com

Enc.: GHA Proposal No. 2022. SD014

2022 Techny Prairie Park and Fields Path and Drainage Improvements

Northbrook, Illinois

GHA Proposal No. 2022.SD014

Northbrook Park District (Client), 545 Academy Drive, Northbrook, IL 60062, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Park District is undertaking pathway improvements across the District including Techny Prairie Park and Fields. We understand a section of the path north of the MWRD stormwater reservoir regularly has standing water after rain events and snow melts. After reviewing photos and researching the topography around the path, we recommend drainage improvements to accompany any path rework.

Since the path is adjacent to MWRD property, our work will include locating the property boundaries to ensure grading improvements do not encroach MWRD property. Property boundary research and field location on the residential side of the property will also be conducted.

Based on the field identified location of existing wetlands, waters, floodplain, floodway and topography, GHA will recommend cost effective improvements to correct the drainage on the pathway. As discussed with the District on a Microsoft Teams meeting February 15th, 2022, it is anticipated the improvements will include reconstruction of the path at its current elevation and regrading on the river side of the path to ensure drainage away from the path. More complex grading and drainage improvements are not anticipated and are not included in the scope of work. We do not anticipate compensatory storage will be needed.

The subject section of path is within the regulatory floodway and the improvements will require grading in the floodplain/floodway. Permits from the Village and MWRD will be required. In addition, a Regional Permit from the IDNR-OWR is also required. The area of disturbance is anticipated to be less than one acre and therefore an IEPA NPDES permit is not required.

The scope will include the preparation of a wetland delineation to confirm improvements will not impact wetlands. Should it be determined wetland impacts cannot be avoided, we will request a modification to our proposal.

MWRD maintenance vehicles are known to travel upon this section of path on a regular basis. A heavy-duty stone subbase and pavement section will be designed to ensure the path can withstand the anticipated traffic. The pavement design will be based on geotechnical investigations already conducted in the work zone.

We understand the Park District will coordinate front end documents and bidding of the project and would like assistance with the bid form, any special provisions, and soliciting contractors for the work.

II. Scope of Services

GHA will provide the following services:

A. Existing Conditions Survey

GHA will collect an existing conditions survey of the proposed project site. The survey will meet or exceed the Minimum Standards of Practice as set forth by Illinois Administrative Code for a Topographic Survey. The survey will show the boundary of the subject lot per Parcel 4 as shown on the provided Plat of Survey, prepared by GHA in April of 2004. Accordingly, we will provide the following services:

1. Obtain benchmark information (NAVD88) from the Village of Northbrook or Trimble VRS Now Network.
2. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
3. Establish two (2) permanent site benchmark (s) (i.e. crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
4. Contours will be provided at 1'-0" maximum vertical intervals; error shall not exceed one-half the contour interval.
5. Spot elevations will be provided on maximum 50-foot grid covering the limits of the survey. Paved areas will have a grid density of approximately 25'. High points and low points will be shown. Overflow routes will also be shown.
6. The survey will show the location of the visible, physical improvements on the site (e.g. structures, fencing, site furniture, paths, walks, curbing, etc.)
7. The location of underground utilities, both observed and from available record information, will be provided, including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible will be depicted. The cost for marking private utilities is not included in this proposal, but GHA will include the information if the Client arranges to have private utilities marked in the field.
8. Location of dry utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
9. Individual free-standing trees 6" caliper or greater will be shown as deciduous or coniferous. Tagging and species/condition report is not included. Groupings of trees or landscaped areas will be shown in mass. Preparation of a tree inventory is not included.
10. Location of the field delineated wetland will be surveyed.

B. Construction Documents/Permit Plans

Preparation of engineering plans for the project site. The plans will include the following:

1. Title Sheet, including vicinity map.
2. Site Plan indicating pavement limits, drive curbs, building location, site dimensions, etc.
3. Existing Conditions Plan and Demolition Plan.
4. Grading and Drainage Plan showing proposed grades, site contours in turf areas, and overflow routes. All proposed grading improvements will be designed at or below existing elevations. There will be no proposed material fill elevations within the floodway/floodplain limits.

5. Construction Detail Drawings of site work items such as pavement and erosion control devices.
6. Storm Water Pollution Prevention Plan (SWPPP).
7. Miscellaneous sheets as required for permitting, bidding, and construction.
8. Upon request, progress plans will be provided to the Client for review. Specifications are provided on GHA's plan drawings. Exchange of drawings will be in electronic format unless otherwise requested.

C. Wetland Delineation

1. JHWetco will conduct the field delineation at the start of the growing season. The growing season starts April 15th and will be completed by the beginning of May. The project is anticipated to avoid any wetlands/waters impact. Based upon no wetland/waters proposed impact, JHWetco will attempt to finish the field work prior to the Floristic Quality Assessment Window of May 15th. MWRD may ultimately require a wetland floristic quality assessment after May 15th and will require JHW to revisit the site after that date. The likelihood of MWRD requiring a post-May 15th re-visit is very low and not included in this proposal. Any additional site are-visits are outside of the proposed scope and will be considered an additional service.
2. Based on the wetland proximity to the path, a jurisdictional determination may need to be submitted if the project improvement limits start to encroach on the wetland.

D. Permitting

GHA will provide stamped and signed civil drawings by a licensed Professional Engineer registered in the State of Illinois, to the Client for submission to the Municipality and other regulatory agencies as defined during the design phase. GHA will respond to regulatory comments, revise the plans, and return to the Client for resubmission to regulatory agencies one time. The following permits are anticipated to be required:

1. Village of Northbrook
2. IDNR-OWR
3. MWRD

E. Meetings

1. GHA has included one site meeting and up to two video meetings for the proposed project.

F. Bidding/Negotiation

At the conclusion of our design, GHA shall prepare an engineer's opinion of probable cost of the civil improvements based on the above-described engineering documents. We anticipate revising once per client discussions and direction. Subsequent revisions to the plan and cost opinion will be billed as additional services.

G. Construction Phase Services

GHA anticipates the District will provide day-to-day coordination and communication with the contractor. Therefore, GHA construction phase services will be limited to the following and will be invoiced on a time and material basis:

1. Prepare "Issued for Construction" set of drawings incorporating and identifying addendum items prior to start of construction.
2. Review shop drawings pertaining to civil site improvements.

3. Provide consulting services to the Client throughout the construction process. This work will include clarifying questions and resolving problems encountered during the work. We anticipate the preparation of change orders and pay request approvals will be coordinated by the Park District.
4. Visit the site when requested to observe the progress of the work and determine general compliance with the plans and specifications.

III. Services Not Included

- A. Any service not enumerated in Section II. Scope of Services, including, but not limited to the following, is not included in this proposal/agreement. These services may be provided at the request of the Client as an additional service. GHA will provide the Client with an estimate of the additional work scope and request authorization to proceed prior to commencing additional services.
 1. Permitting beyond those listed in Section II: Scope of Services;
 2. Boundary survey, ALTA/NSPS Land Title Survey, As-built surveys, or other surveying services not specified in Section II. Scope of Services;
 3. Additional topography of property above the existing topography supplied by Client;
 4. Engineering services required by revisions to the approved site plan(s);
 5. Floodway/floodplain compensatory storage calculations and cross sections;
 6. Meetings with public officials, agencies, or architects;
 7. Attendance at or preparation for public hearings or testimony at Village Board, Plan Commission;
 8. Permit fees or review fees;
 9. Bid Coordination, Assistance, Negotiation, or preparation of a project manual.
 10. Construction material testing;
 11. Preparation and submission of an environmental investigation, wetland mitigation and/or preservation, or tree identification;

IV. Engineering Staff and Schedule

Donald E. Matthews, P.E., CFM, will serve as the Project Manager. Jonathan Hagenow, PEI, will serve as Design Engineer. Additional professional and technical staff will provide support as needed.

Proposed Schedule:

Existing Conditions Survey – March/April 2022

Wetland Delineation – April 2022

Construction Documents – May 2022

Permitting – June & July 2022

Issue for Bid – Late July 2022

Construction – Late Summer 2022

VI. Compensation for Services

Based upon the scope of services, GHA proposes a fee breakdown as shown below.

GHA Services	Cost
Existing Condition Survey	\$4,000
Wetland Delineation	\$3,750
Construction Documents	\$9,000
Permitting	\$9,000
Meetings (3 total)	\$1,500
Bidding/Negotiation	\$1,300
Lump Sum Fee	\$28,550
Estimated Reimbursable Expenses	\$500
Lump Sum + Reimbursables	\$29,050
 Construction Observation Services (T&M Allowance)¹	 \$7,800

¹ This is a time and material allowance for construction observation services as described in the scope. Services would be provided when authorized by the Client. Additional observation hours can be provided at the request of the Client with an appropriate revision to our fee, if necessary.

Reimbursable expenses, including items such as printing, mileage, messenger service, record documents and other non-technical project related expenses, will be billed to the Client at cost.

Additional services requested and authorized by the Client, beyond those outlined in Section II: Scope of Services, will be billed on a time-and-materials (T&M) basis in accordance with the attached GHA Hourly Rates.

Invoices will be submitted monthly and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

GHA, Inc. shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Northbrook Park District



Donald E. Matthews, P.E., CFM
Vice President

Nicole Wrobel, PLA, ASLA
Planning & Project Manager

Date: _____

Enc.: GHA Hourly Rates
Survey Limits

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2022

The following rates will remain in effect until December 31, 2022, at which time they are subject to an annual increase:

PRINCIPAL	\$240.00
CIVIL ENGINEER VI	\$205.00
CIVIL ENGINEER V	\$201.00
CIVIL ENGINEER IV	\$199.00
CIVIL ENGINEER III	\$178.00
CIVIL ENGINEER II	\$167.00
CIVIL ENGINEER I	\$146.00
LAND SURVEYOR IV	\$171.00
LAND SURVEYOR III	\$147.00
LAND SURVEYOR II	\$143.00
LAND SURVEYOR I	\$134.00
GIS PROFESSIONAL III	\$178.00
GIS PROFESSIONAL II	\$156.00
GIS PROFESSIONAL I	\$145.00
ENVIRONMENTAL CONS. II	\$151.00
ENVIRONMENTAL CONS. I	\$138.00
ENGINEERING TECHNICIAN V	\$199.00
ENGINEERING TECHNICIAN IV	\$151.00
ENGINEERING TECHNICIAN III	\$138.00
ENGINEERING TECHNICIAN II	\$121.00
ENGINEERING TECHNICIAN I	\$ 91.00
ADMINISTRATIVE I	\$ 73.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

Copyright nearmap 2015



GHA GEWALT HAMILTON
ASSOCIATES, INC.
www.gha-engineers.com



1 in = 80 ft

Survey Limits Exhibit

Gewalt Hamilton Associates, Inc.

This exhibit is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

Date: 2/15/2022

AGREEMENT FOR ENGINEERING PROFESSIONAL SERVICES

THIS AGREEMENT FOR ENGINEERING PROFESSIONAL SERVICES (hereinafter referred to as the "Agreement"), made this **27th day of April 2022**, by and between the Northbrook Park District, an Illinois unit of local government with its principal place of business at 545 Academy Drive, Northbrook, Illinois 60062 (the "Park District") and **Gewalt Hamilton Associates, Inc.**, with its principal place of business at 625 Forest Edge Drive, Vernon Hills, IL 60061 ("Consultant"). Park District and the Consultant are hereinafter sometimes individually referred to as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Park District desires Consultant to perform **Professional Engineering Services for Techny Prairie Park & Fields Path Drainage Improvements** as detailed in the Consultant's Proposal dated **April 14, 2022** attached to and incorporated in this Agreement by reference; ("Project") and

WHEREAS, the Park District wishes to retain Consultant and Consultant wishes to provide the services to the Park District described hereunder based on the terms and conditions set forth in this Agreement.

WITNESSETH

NOW THEREFORE, in exchange for consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the Parties, the Park District and Consultant agree as follows:

1. Services. The Park District hereby hires Consultant and Consultant hereby agrees to provide the **Professional Engineering Services for Techny Prairie Park & Fields Path Drainage Improvements**, upon the terms and conditions set forth in this Agreement (the "Services").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Consultant, the **Consultant's Proposal** dated **April 14, 2022** attached to and incorporated as part of this Agreement as **Exhibit A**, and any modifications made in writing and endorsed by the Parties after the execution of this Agreement. All of the terms, conditions and specifications in this document supersede those outlined in Exhibit A. Notwithstanding anything to the contrary, the Contract Documents, constitute the entire agreement between the Parties.

3. Deliverables and Term. Consultant shall provide all deliverables on or before **August 31, 2022**. Time is of the essence of this Agreement.

Proposed Schedule:

Existing Conditions Survey – March/April 2022

Wetland Delineation – April 2022

Construction Documents – May 2022

Permitting – June & July 2022

Issue for Bid – Late July 2022

Anticipated Construction – Late Summer/Fall 2022

4. Performance of Work. Consultant agrees to perform faithfully, industriously, and to the best of Consultant's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry experts engaged in similar services, all of the duties required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Park District. Consultant shall perform all of its duties hereunder according to the Park District's requirements and procedures and in compliance with all applicable federal, state and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Park District shall be the sole judge of whether Consultant's duties are performed satisfactorily.

5. Payment for Services.

a. The Park District agrees to compensate Consultant for providing the Services in the not to exceed amount of Twenty-eight Thousand Five Hundred and Fifty and 00/100 Dollars (**\$28,550.00**). Plus a not to exceed reimbursable amount of Five Hundred 00/100 Dollars (**\$500.00**).

b. Consultant shall invoice the Park District upon completion of the Services. Payment of said invoices, and any late interest payments, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505 *et seq.*). **Invoices should clearly state what services are being billed each cycle and the remaining available balance. Not to exceed direct project expenses should be called out as such in a separate section on the invoice, clearly stating what is being billed each cycle and the remaining available balance.**

c. Prior to final payment to Consultant, the following conditions shall be fulfilled by Consultant:

i. Consultant shall have made, or caused to have been made, all corrections and completion in Consultant's Services which are required to remedy any defects therein or obtain compliance with this Agreement. Consultant shall, if required by Park District, deliver a certificate to Park District certifying such matters Park District may reasonably require.

ii. Consultant will provide Park District releases and waivers of lien from Consultant's consultants and sub-consultants for the performance of the Services.

iii. Consultant shall have delivered to Park District all deliverables required by this Agreement.

6. Additional Services. Except for this Agreement, there shall be no other basis for compensation for services or reimbursement for expenses rendered on behalf of the Project by Consultant ("Additional Services") unless otherwise mutually agreed upon by the Parties. In the event Additional Services are required, Consultant shall notify the Park District regarding the nature and extent and cost of any said Additional Services. Consultant shall not perform any Additional Services unless approved in writing in advance by the Park District.

7. Park District Responsibilities. The Park District agrees to provide all materials and other information necessary to or requested by Consultant reasonably necessary for Consultant to complete the delivery of the Services by Consultant in a timely manner.

8. Ownership of Instruments of Service. Any and all documents, including but not limited to, any plans, notes, analysis, and any other documents prepared by Consultant in the performance of its Services under this Agreement ("Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District. The Park District retains exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights.

9. Other Consultants. Park District reserves the right to let other contracts for professional services in connection with the Project. Consultant shall cooperate fully with any other consultants retained by Park District and shall properly coordinate the Services with those services provided by other consultants.

10. Termination. This Agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon five (5) days written notice. In the event of such termination, Consultant will be paid for all approved Services rendered to the date of termination, and upon such payment, all obligations of the Park District to Consultant under this Agreement shall cease. Furthermore, in the event of such termination, Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of its services under this Agreement up to and including the date of termination.

The Park District shall have the right to terminate this Agreement immediately and without notice upon Consultant's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. Upon termination due to Consultant's breach of this Agreement, Consultant shall pay the Park District all reasonable costs incurred by the Park District due to said breach, including the cost of obtaining replacement services. In the event of such termination, payment to Consultant of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by Consultant against the Park District under this Agreement, and acceptance of sums paid by Consultant shall constitute a waiver of any and all claims that may be asserted by Consultant against the Park District. Furthermore, in the event of such termination, Consultant shall promptly deliver to the Park District all Instruments of

Service generated in the performance of their Services under this Agreement up to and including the date of termination.

11. Insurance. The Consultant shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance. The Consultant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 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 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). The Park District 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 the Park District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Professional Liability Insurance. The Consultant shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 for each wrongful act arising out of the performance or failure to perform professional services.

C. Business Auto and Umbrella Liability Insurance. The Consultant 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.

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

E. General Insurance Provisions

(1) Evidence of Insurance. Prior to beginning the Services, the Consultant shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting the Consultant from commencing the Services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District. Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. The Consultant shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

(2) Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

(3) Cross-Liability Coverage. If the Consultant'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.

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

(5) Sub-consultant. The Consultant shall cause each sub-consultant employed by Consultant to purchase and maintain insurance of the type specified above. When requested by the Park District, Consultant shall furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

12. Indemnification. To the fullest extent permitted by law, Consultant, its officers, directors, employees, volunteers and agents shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, suits, damages, causes of action, judgment, losses, costs and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the Services performed by Consultant, Consultant's sub-consultants, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, under this Agreement, including but not limited to any accident, injury, damage, property loss or theft, except to the extent caused by the negligence or omission of the Park District, or arising from or in any way connected with any act, omission, wrongful act or negligence of Consultant, Consultant's sub-consultants, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. 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 the Park District. Consultant shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of Consultant's breach of any of its obligations under, or Consultant's default of, any provision of this Agreement.

13. No Liability. The Park District shall not be responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Consultant's employees or sub-consultants, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Consultant's Services and obligations under this Agreement. The Park District shall not be liable for acts or omissions of Consultant or any of Consultant's employees, sub-consultants, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Consultant.

14. Independent Contractor. The relationship between Consultant and the Park District is that of an independent contractor. Consultant shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. Consultant shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. Consultant is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

15. No Third Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Consultant, and/or any of their respective officials, officers and/or employees.

16. Laws, Permits, Approvals and Licenses. Consultant shall comply with all applicable codes, laws, ordinances and regulations of the Park District, the Village of Northbrook, Cook County, the State of Illinois, and the Federal Government. Consultant shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under this Agreement.

17. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Cook County, Illinois. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

18. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement, or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

19. Non-Assignment. This Agreement is non-assignable in whole or in part by the Consultant, and any assignment shall be void without prior written consent of the Park District.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding.

21. Amendment. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.

22. 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.

23. Notice. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by e-mail, facsimile or deposited in the United States mail, with postage thereon prepaid, addressed to each Party at the following addresses:

If to Consultant:	Gewalt Hamilton Associates, Inc.
	625 Forest Edge Drive
	Vernon Hills, IL 60061
	Tel: 847-478-9700
	Email: jhagenow@gha-engineers.com

If to the Park District:

Northbrook Park District
545 Academy Drive
Northbrook, IL 60062
Tel: 847 291-2960
Fax: 847 205-1154
Email: nwrobel@nbparks.org

24. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

NORTHBROOK PARK DISTRICT

GEWALT HAMILTON ASSOCIATES, INC.

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: Chris Leiner, Director of Parks & Properties
Agenda Item: 4/20.22 Consider Professional Service Agreement with Gewalt Hamilton Associates for Wood Oaks Green Park Shoreline Construction Administration Phase Services
Date: April 15, 2022

Staff Recommendation:

Staff recommends approval of the Professional Service Agreement for Wood Oaks Green Park Shoreline Construction Administration Phase Services in the amount of \$38,800.00 from Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois.

Background & Analysis:

This agreement includes construction observation and coordination for the installation of Phase II and III shoreline restoration. Gewalt Hamilton also successfully provided construction observation and coordination for the installation of Phase I in 2021.

Staff recommends proceeding with the proposal of \$38,800.00 Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois has completed work for the Park District at various locations throughout the district over the past few years including Heritage Oaks Golf Club, Leisure Center Waterline Replacement, Stonegate Parking Lot Replacement, and Wood Oaks Green Shoreline Replacement – Phase I. Staff have been very satisfied with their work, communication, and knowledge of the permitting processes.

Explanation:

1. Total Budgeted Cost (for installation and engineering Phases II & III): \$1,904,000
2. Total Budget Remaining: \$1,904,000 - \$884,766.86 (projected cost of construction) = \$1,029,233.14
3. Budget Source: 2022 Capital Improvement Plan: 1050-6505-WOG06-20

Motion:

The Parks and Properties Committee Chair moves to approve the Professional Service Agreement with Gewalt Hamilton Associates for Wood Oaks Green Park Shoreline Construction Administration Phase Services in the amount of \$38,800.00 from Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois to the full Board for approval.

Pc: Molly Hamer, Executive Director

PROFESSIONAL SERVICES AUTHORIZATION #2 3/30/2022

PROJECT Wood Oaks Green – Lake Shermerville Shoreline

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

GHA PROJECT NO. 5522.000 CLIENT: Northbrook Park District

www.gha-engineers.com

GHA will provide the following extended construction phase services on a time and material basis:

- > Provide Construction Observation and coordination for the installation of Phase 2 and 3 shoreline improvement, from the completion of year 1 east to the limit of the project. \$ 38,800
 - Shop Drawing Review for material within contract, including retaining wall, cofferdam, and restoration
 - Coordinate with contractor for field questions, change orders, pay requests, and project punch list when substantially complete.
 - Construction oversight at 12 hours per week for a 21 week construction period
 - Construction services will be invoiced as a Time & Material Not-to-Exceed value.

PROFESSIONAL SERVICES FEE (Hereinafter "fee")

Phase 1 fee and expenses: \$ 85,000 (Complete)

Phase 2 & 3 Construction Administration fee and expenses: \$ 38,800

Approvals Required: _____

Gewalt Hamilton Associates will proceed with the services noted above upon receipt of this signed Authorization or by verbal authorization given by said Client once revisions have been presented. Time and material terms and conditions will be based off the current years hourly rate schedule. General provisions provided in Attachment A to Gewalt Hamilton Associates, Inc. Professional Services Agreement with Northbrook Park District apply.



Requested by _____ Date 3/30/2022

GEWALT HAMILTON ASSOCIATES, INC.

**PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING SERVICES**

Project Information	
The Project: Seawall Restoration at Lake Shermerville, Wood Oaks Green Park	
Owner: Northbrook Park District 545 Academy Drive Northbrook, IL 60062 Owner's Representative: Nicole Wrobel T: 847-291-2960 Email: nwrobel@nbparks.org Chris Leiner T: 847-291-2960 Email: cleiner@nbparks.org Owner's Milestone Dates for the Project: Commencement of Construction: May 16, 2022 Substantial Completion: October 7, 2022 Final Completion: October 21, 2022 Owner's Budget and Cost of Work for the Project: The total budget for the Project, including but not limited to the Engineer's Compensation, as defined below, and the Cost of the Work, is \$923,600. The total estimated Cost of the Work for this Project \$884,800.	The Engineer: Gewalt Hamilton Associates Inc. 625 Forest Edge Drive Vernon Hills, IL 60061 The Engineer's Representative: Thomas A. Rychlik, P.E. T: 847-478-9700 Email: trychlik@gha-engineers.com
Project Information – cont.	
Engineer's Scope of Services: The Engineer's Scope of Services consist of all services required for the construction administration of the Project in accordance with this Agreement and Engineer's Professional Services Revision Authorization #2 dated February 25, 2022, attached to and incorporated to this Agreement as Exhibit A ("Engineer's Proposal"). Engineer's Services shall include construction observation at 12 hours per week for a 21 week construction period.	

Engineer's Compensation:

The Engineer's Professional Fee shall not exceed Thirty-Eight Thousand Eight Hundred and 00/100 Dollars (\$38,800.00). Final Professional Fee shall be determined on time and materials basis.

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

Owner and the Engineer agree as follows:

1. **General Definitions.**

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

1.2. "Engineer" means the person or entity identified in the Project Information section of the Agreement, and includes but is not limited to the Engineer's employees, agents, representatives, subcontractors, consultants, and subconsultants, and any other entity or individual that has contracted with Engineer in connection with the Project.

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 to be paid by Owner to the Engineer 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 and specifications as developed and prepared by Engineer, 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 Work" means the contract sum specified in the Construction Contract, as adjusted by fully executed Change Orders. The Cost of Work shall not exceed the amount set forth in the Project Information.

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

1.11. “Owner” means the Northbrook Park District.

1.12. “Parties” means Owner and the Engineer.

1.13. “Party Representatives” means Owner’s and Engineer’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 Engineer’s Party Representative must be with a person who has professional experience equal to or greater than Engineer’s current Party Representative.

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

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

1.16. “Scope of Services” means the statement contained in or incorporated into the Project Information section of the Agreement which defines the nature and extent of Services to be provided by Engineer. 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, Engineer’s Proposal and this Agreement, this Agreement shall control.

1.17. “Services” means all professional services, administrative services, documents, instruments, and deliverables to be provided by Engineer under this Agreement.

1.18. “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 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.

1.19. “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.

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

2. Engineer’s Obligations.

2.1. **General Obligations.** Engineer shall provide all Services contained in the Scope of Services in a timely and professional manner in accordance with the Standard of Care. The Engineer shall conform its Services to the standard of care applicable to engineers performing similar services for projects of like size and kind (the “Standard of Care”). Engineer’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 Engineer shall perform its Services as expeditiously as is consistent with the

Standard of Care applicable to its Services. The Engineer acknowledges that its position with Owner is one of trust and confidence, and that the Engineer shall conduct its Services and act in Owner's best interest with respect to all decisions concerning the Project. The Engineer shall not engage in any activity, provide any services, or enter into any contract that may reasonably appear to conflict with the Engineer's duties to Owner or with the Engineer's professional judgment concerning the Project. The Engineer and its employees are independent contractors with respect to Owner.

2.2. **Scope of Engineer's Services.** The Engineer's Services shall include all relevant engineering services which are required to provide the construction administration phases of the Project in accordance with this Agreement. All other services are defined as "Additional Services," and, except in an emergency, Additional Services shall only be provided by the Engineer 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.

2.3. **Engineer's Consultants.** All agreements between Engineer and its consultants shall be in writing and shall contain such provisions binding the Engineer's consultants to the Engineer, requiring Engineer's consultants to perform their scope of services in the same manner and to the extent that the Engineer is bound to Owner in accordance with this Agreement such that the Engineer performs its Services in accordance with this Agreement. The Engineer 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 Engineer the sums due to, and such sums are not in dispute or Owner is otherwise entitled to withhold such sums in accordance with this Agreement, the Engineer's consultants in accordance with this Agreement. The Engineer will provide Owner current waivers and releases of lien from Engineer in account of the payment sought in the invoice, and for Engineer's consultants, the Engineer 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.** Any and all documents, including but not limited to, any plans, notes, analysis, and any other documents prepared by the Engineer in the performance of its Services under this Agreement ("Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in Owner. Owner retains exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights. The Instruments of Service shall include all drawings, specifications, plans, notes, analysis, and any other documents provided by Engineer for the Project pursuant to the Agreement for Engineering Professional Services entered into by the Parties on February 27, 2019, which is incorporated herein and made a part of this Agreement by reference.

2.5. **Construction Phase.** The Engineer shall provide project administration services as set forth below and as provided in the Construction Documents. The Engineer shall only have authority to act on Owner's behalf to the extent provided in the Agreement.

2.5.1. **Submittals.** The Engineer 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 Engineer 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 Engineer shall specify in the Construction Documents the performance or design criteria to be met. The Engineer 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 the Engineer knows or reasonably should know that such submittals contain errors or omissions or do not conform to the Construction Documents. The Engineer 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 Engineer 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 Engineer 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 Engineer shall maintain a copy of all submittals, resubmittals, approvals, and rejections, and all related correspondence.

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

2.5.3. **Site Observation.** The Engineer shall regularly visit the site 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 quantifies the number of and specify the interval for such site observation visits. Unless the Scope of Services provides otherwise, the Engineer shall promptly submit a field observation report to Owner for each such site observation visit. The Engineer 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.

2.5.4. **Evaluations of the Work.** On the basis of submittal review, site observation, and communications with the Contractor, the Engineer shall evaluate the Work and, by written communication to the Contractor with a copy to Owner, shall reject Work that does not conform to the Construction Documents.

2.5.5. **Changes in the Work.** The Engineer 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 Engineer to make a reasonable determination of whether the change is necessary or advisable, without an extensive investigation by the Engineer. If the request for a change is not accompanied by such information, the Engineer shall identify such deficiencies and request that the Contractor supply the missing information prior to the Engineer's response to the request. The Engineer 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 Engineer 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 Engineer shall respond to all Owner-initiated requests for changes by preparing either a Change Order or a Change Directive, as appropriate. The Engineer 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 Engineer shall prepare additional drawings, specifications, and other

modifications to the Construction Documents to accompany all Change Orders and Change Directives. The Engineer shall maintain copies of all requests for changes, responses thereto, and all Change Orders and Change Directives, with all attachments and supporting documentation.

2.5.6. **Review and Certification of Payment Applications.** The Engineer shall receive draft payment applications from the Contractor, and on the basis of the Engineer'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 Engineer shall certify all payment applications within seven (7) Days after receipt. The Engineer 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 Engineer's submittal of certified payment applications to Owner shall constitute the Engineer's representation to Owner, to the best of the Engineer'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 Engineer 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.

2.5.7. **Substantial Completion and Punch List.** When the Engineer determines or the Contractor reports that the Project is substantially complete, the Engineer shall schedule a comprehensive inspection of the Work with Owner and the Contractor. During such inspection, the Engineer shall document in writing all Work that is incomplete, defective, or otherwise not in conformance with the Construction Documents. Based upon the inspection, the Engineer shall determine if the Work has reached Substantial Completion. If not, the Engineer shall so notify the Contractor and Owner and explain the basis for the determination. If so, the Engineer shall prepare a certificate of Substantial Completion for execution by the Engineer, 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 Engineer shall present the certificate of Substantial Completion, with the Punch List attached, to Owner and the Contractor for approval and execution.

2.5.8. **Final Completion and Close-Out.** When the Engineer determines or the Contractor reports that the Punch List has been completed, and all Close-Out Documents have been received by the Engineer and received, reviewed and approved by Owner, the Engineer shall schedule an inspection of the Punch List items with Owner and the Contractor. If, upon inspection, the Engineer determines that all Punch List items have been completed to Owner's satisfaction, the Engineer shall certify the Contractor's final payment application, which may include the payment of retention. If, upon inspection, the Engineer determines that not all Punch List items have been completed to Owner's satisfaction, the Engineer 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 Engineer determines

or the Contractor reports that the amended Punch List has been completed to Owner's satisfaction, a re-inspection shall occur in accordance with this Section and, if appropriate, the Engineer 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."

2.5.9. **Means and Methods.** The Engineer 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 Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Construction Documents, except if the Engineer fails to provide written notice as required in this Agreement and such failure causes specific damages to the Owner beyond those damages caused by the Contractor's failure to properly perform the Work. The Engineer shall be responsible for the Engineer'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 Engineer 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.

2.6. **Indemnification.** To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, suits, damages, causes of action, judgment, losses, costs and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the Service performed by Engineer, Engineer's sub-consultants, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, including but not limited to any accident, injury, damage, property loss or theft except to the extent caused by the negligence or omission of the Park District, or arising from or in any way connected with any act, omission, wrongful act or negligence of Engineer, Engineer's sub-consultants, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. 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. Engineer shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of Engineer's breach of any of its obligations under, or Engineer's default of, any provision of the Contract.

2.7. **Insurance.** The Engineer shall procure and maintain the following insurance policies for the duration of the Project. The Engineer 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 or material modification of any such policies. Written notice to Owner shall be by certified mail, return receipt requested. The Engineer's cost of maintaining such insurance is included in the Engineer'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 Engineer's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Engineer 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 Engineer 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, Engineer shall provide certified copies of all insurance policies required by this Agreement within 10 Days of Owners' written request for said copies.

2.7.1. **Commercial General Liability.** The Engineer shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$2,000,000** 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.

2.7.2. **Automobile Liability.** The Engineer 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.

2.7.3. **Workers' Compensation.** The Engineer 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 Engineer waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Engineer's work.

2.7.4. **Professional Liability.** The Engineer shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$2,000,000** for each wrongful act arising out of the performance or failure to perform professional services.

2.7.5. **Cross-Liability Coverage.** If Engineer'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.

2.7.6. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Engineer 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 Engineer for documents, information, surveys, and approvals that may be necessary for the Engineer 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 Engineer 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. **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 Engineer's Compensation is contained in the Project Information Section of the Agreement.

4.2. **Invoicing.** From the Effective Date of the Agreement through completion of the Construction Phase, the Engineer shall on a monthly basis send Owner invoices for the Professional Fee. The invoices shall reflect portions of the Professional Fee earned and due, less payments previously made, and shall reflect the then 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 five (5) Days written notice to the Engineer for any reason in Owner's sole discretion. Upon such termination for convenience, the Engineer shall submit a final invoice for that portion of the Professional Fee earned 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 Engineer's sole remaining compensation under the Agreement. The Engineer 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.** The Owner shall have the right to terminate this Agreement immediately and without notice upon Engineer's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. Upon termination due to Engineer's breach of this Agreement, Engineer shall pay the Owner all reasonable costs incurred by the Owner due to said breach, including the cost of obtaining replacement services. In the event of such termination, payment to Engineer for that portion of the Professional Fee earned to the date of such termination shall be in full satisfaction of any and all claims by Engineer against the Owner under this Agreement, and acceptance of sums paid by Engineer shall constitute a waiver of any and all claims that may be asserted by Engineer against the Owner. The Engineer shall not under any circumstance have any claim for consequential or incidental damages, or lost profits, and all such claims are expressly waived.

5.3. **Return of Documents Upon Termination.** Promptly upon the termination of this Agreement or the Engineer's Services for any reason and payment in full of all outstanding invoices received from the Engineer and not in dispute, the Engineer shall deliver to the Owner copies of all

Instruments of Service, including without limitation all drawings and specifications, and all models prepared by the Engineer 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 Engineer 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. **Confidentiality and FOIA.** The Engineer shall maintain, and shall contractually require its employees and sub-consultants to maintain, the confidentiality of all information in their possession regarding the Project. Engineer 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 Engineer 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 Engineer 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 Engineer shall comply with and shall cooperate with Owner's efforts to comply with such requirements.

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

5.6.1. The Engineer shall comply with, and require all persons providing any of the Services on its behalf to comply with, to the extent applicable, 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.

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

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

5.6.4. Article 33E of the Criminal Code, 720 ILCS 5/Art. 33E. Pursuant to Section 33E-11, the Engineer 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.

5.7. **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.

5.8. **No Waiver.** Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement, or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

5.9. **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.

5.10. **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.

5.11. **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.

5.12. **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 Engineer, and/or any of their respective officials, officers and/or employees.

5.13. **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.

5.14. **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.

5.15. **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

Gewalt Hamilton Associates Inc.

By: _____

By: Tom Rychlik



Title: _____

Title: Senior Engineer

Date: _____

Date: 3-15-22



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

MEMORANDUM

To: Parks and Properties Committee
From: Molly Hamer, Executive Director
Agenda Item: 4/15.23 Consider Ross Garfinkel Donation Agreement
Date: April 15, 2022

Northbrook friends of GBN alumnus Ross Garfinkel contacted staff in November of 2020 regarding a donation to the Park District in his memory. Their desire was to contribute to the renovation of the Indian Ridge basketball court renovation as it was their favorite court while growing up in the neighborhood.

The topic was discussed in a Parks and Properties Committee Meeting and at the April 28, 2021 Regular Board Meeting. The Board approved an agreement to accept a \$25,000 donation toward improvement to the basketball court as part of the park renovation project at Indian Ridge Park. The agreement includes the memorial plaque honoring Ross Garfinkel. The approval was communicated to the group, but the agreement was never signed.

The group representative recently contacted staff to express their continued interest in a memorial for their friend but feel the \$25,000 amount is unattainable. The Park District Tree and Bench Donation program has been paused and is under staff review. However, as an accommodation to this group, staff proposes that the district offer a bench near the basketball court with memorial plaque honoring Ross. The actual cost to purchase and install the bench is \$5,000. The donation is for ten years which is the life expectancy of the bench.

Pc: Chris Leiner, Director of Parks & Properties