



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

Parks and Properties Committee Meeting

February 16, 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
2/16.1 Parks and Properties Committee Meeting of January 18, 2022
- IV. Informational Items / Verbal Updates
- V. Unfinished Business
- VI. New Business
2/18.2 Consider Surplus Ordinance 22-O-3
2/18.3 Consider Meadowhill Aquatic Center Pool Slide Gelcoat & Painting, Bid #2215
2/18.4 Consider Meadowhill Park Playground Equipment Purchase through OMNIA Partners
2/18.5 Consider Cedar Lane Tot Lot Playground Equipment Purchase through Sourcewell
2/18.6 Consider Professional Services Agreement – Hitchcock Design Group, Williamsburg Square Park Renovation
- VII. Old Business
- VIII. Next Meeting – March 15, 2022, at 6:30pm or immediately following the previous Committee Meeting, 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.



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

MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks and Properties
Agenda Item: 2/16.2 Consider Surplus Ordinance 22-O-3, Park District Equipment
Date: February 11, 2022

Staff Recommendation:

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

Golf:

- (157)-1990's Toro 670 series irrigation heads
- (30)- 1990's Toro 855 series irrigation heads
- (22)- 1990's Toro 854 series irrigation heads
- (5)- 1990's Toro 850 series irrigation heads
- (15)- 1990's Toro 750 series irrigation heads
- (8)- early 1990's Wrought Iron 4' tables
- (40)-early 1990's Wrought Iron chairs

Administration / IT

(1)- Asset Name	Asset Type	Serial Number
Adtran NetVanta 1234 switch	Network Switch	LBADTN1002AC324
Barracuda web filter 310	Lan / Wan	417807
Barracuda web filter 310	Lan / Wan	384536
Barracuda Link Balancer 330	Lan / Wan	290401
Barracuda spam & firewall	Lan / Wan	170864
Barracuda balancer 430	Lan / Wan	797577
Cisco ASA 5510	Lan / Wan	JMX1322L1TZ
Cisco 1941 series	Server	FTX15408499
Cisco email appliance	Lan / Wan	FTX1915M001
Cisco 3560 switch	Network Switch	FDO1819Y0Z0
Cisco 3560 switch	Network Switch	CAT0938Z3NH
Cisco 3560 switch	Network Switch	CAT0934Z078
Cisco 3560 switch	network Switch	FDO1148X01U
Peplink Balance305	Lan/Wan	1825416DE12E
Aberdeen Server	Server	AB1841141
Aberdeen Server	Server	AB1837047
HP Proliant DL380 G5	Server	2UX85105VE
HP Proliant DL380 G6	Server	2UX91705MU
HP Proliant DL320 G6	Server	MX210300LT
RSA Security Appliance	Server	J2NWQJ1
HP Proliant DL380 G7	Server	2M211400UA
Unknown Server	Server	AZOW8500209
HP Proliant DL320 G6	Server	MX2119015N

NORTHBROOK PARK DISTRICT

HP Proliant DL320 G6	Server	MX202400MK
HP Proliant DL320 G6	Server	MX201000UW
HP storageworks	Server	435243-002
HP Proliant DL380G5	Server	No serial #
HP Proliant DL580G6	Server	2UX92109RC
HP Proliant DL380G6	Server	No Serial #
HP Proliant DL380G6	Server	No serial #
Unknown Server	Server	ESRI5371078
Unknown Server	Server	ESRI8340660
Unknown Server	Server	ECHK4110088
Unknown Server	Server	ECHK5050016
Tripplite	UPS	9729ALCSM669300352
Dell Latitude 5590	Laptop	2cm9sq2
Sony TV	TV	5034438
HP Proliant DL120 Gen9	Server	2M2551077W
HP Proliant DL180 G6	Server	MXQ2220141
HP Proliant DL180 G6	Server	MXQ23900SH
HP Proliant DL380 Gen9	Server	MXQ5030351
HP Proliant DL380p Gen8	Server	2M23300031
HP Proliant DL380P Gen8	Server	2M234001ZW
Tripplite	UPS	2449EVHOM808300471
Tripplite	UPS	9729ALCSM669300350
APC	UPS	BX1000G
APC	UPS	BX1500G
Tripplite	UPS	2143YYOSM680300018
Tripplite	UPS	2412DYOSM820800050
Tripplite	UPS	9725ALCSM669300222
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HP Elitebook 8570	Laptop	5CB4025NDJ
HP Elitebook 8460	Laptop	CNU20911PM
HP Elitebook 8540	Laptop	CND0370SKW
HP Elitebook 8560	Laptop	5CB2111C69
HP Elitebook 8540	Laptop	CND034170B
HP Elitebook 8540	Laptop	CND0350MCM
Dell Inspiron 6400	Laptop	BCT3JC1
HP Elitebook 8570	Laptop	5CB3480WXN
Benq projector	Desktop	PDTAH02302000
Shuttle	Desktop	SG31G200R0902F00154
Antec Power workstation	Desktop	No tags
Optiplex 760	Desktop	DRNZ9K1
Optiplex 760	Desktop	5GQ5WH1
Mitel 3300	Mitel 3300 Server	AVEEB0992
Mitel 3300	Mitel 3300 server	AVEEC4698

NORTHBROOK PARK DISTRICT

Mitel 3300	Mitel 3300 server	AVEED0895
Mitel 3300	Mitel 3300 server	AVEEC3382
Mitel 3300	Mitel 3300 server	AVEEF5938
Optiplex 980	Desktop	BJOLBP1
Mitel 3300	Phone server	AVEEC4790
PowerEdge T110	Workstation Server	35R2HM1
Optiplex 760	Desktop	DGQ5WH1
Optiplex 980	Desktop	BJ1LBP1
Optiplex 3010	Desktop	46PGNV1
Optiplex 745	Desktop	4K5JXC1
Optiplex 3010	Desktop	FBVYDX1
Optiplex 3010	Desktop	37PGNV1
Optiplex 3010	Desktop	HV5Y7V1
Optiplex 3010	Desktop	HT848V1
Optiplex 3020	Desktop	6SKCH02
Optiplex 3020	Desktop	2616H02
Optiplex 3010	Desktop	HV4Y7V1
Dell Percision T1650	Desktop	13VFRW1
Optiplex 3020	Desktop	9DPKJB2
Optiplex 3020	Desktop	8LOGR22
Optiplex 3020		6YQ8H02
Optiplex 3020	Desktop	7X09H02
Optiplex 3020	Desktop	9DPJJB2
Dell Precision T1650	Desktop	145FRW1

Parks

(12)- 16-watt flood light
(66)- 20-watt frosted light
(237)-T-12 4-foot Phillip light bulb
(24)- 75-watt 2-pin base light bulb
(64)- 20-watt exit sign bulb
(32)- 9-watt compact fluorescent bulb
(27)- 7-watt compact fluorescent bulb
(24)- 200-watt high pressure sodium light bulb
(70)- 200-watt incandescent light bulb
(79)- T-12 4-foot Sylvania light bulb
(29)- 75-watt gro-light bulb

Background & Analysis:

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

Motion:

The Parks and Properties Committee Chair moves to approve Surplus Ordinance 22-O-3, Park District Equipment to the Board for approval.

Pc: Molly Hamer, Executive Director

ORDINANCE NO. 22-O-3

NORTHBROOK PARK DISTRICT

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

* * *

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

Golf:

- (157)-1990's Toro 670 series irrigation heads
- (30)- 1990's Toro 855 series irrigation heads
- (22)- 1990's Toro 854 series irrigation heads
- (5)- 1990's Toro 850 series irrigation heads
- (15)- 1990's Toro 750 series irrigation heads
- (8)- early 1990's Wrought Iron 4' tables
- (40)-early 1990's Wrought Iron chairs

Administration / IT

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Cisco ASA 5510	Lan / Wan	JMX1322L1TZ
Cisco 1941 series	Server	FTX15408499
Cisco email appliance	Lan / Wan	FTX1915M001
Cisco 3560 switch	Network Switch	FDO1819Y0Z0
Cisco 3560 switch	Network Switch	CAT0938Z3NH
Cisco 3560 switch	Network Switch	CAT0934Z078
Cisco 3560 switch	network Switch	FDO1148X01U
Peplink Balance305	Lan/Wan	1825416DE12E
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HP Proliant DL380 G5	Server	2UX85105VE
HP Proliant DL380 G6	Server	2UX91705MU
HP Proliant DL320 G6	Server	MX210300LT
RSA Security Appliance	Server	J2NWQJ1
HP Proliant DL380 G7	Server	2M211400UA
Unknown Server	Server	AZOW8500209
HP Proliant DL320 G6	Server	MX2119015N
HP Proliant DL320 G6	Server	MX202400MK
HP Proliant DL320 G6	Server	MX201000UW
HP storageworks	Server	435243-002
HP Proliant DL380G5	Server	No serial #
HP Proliant DL580G6	Server	2UX92109RC
HP Proliant DL380G6	Server	No Serial #
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Unknown Server	Server	ECHK4110088
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Tripplite	UPS	9729ALCSM669300352
Dell Latitude 5590	Laptop	2cm9sq2
Sony TV	TV	5034438
HP Proliant DL120 Gen9	Server	2M2551077W
HP Proliant DL180 G6	Server	MXQ2220141
HP Proliant DL180 G6	Server	MXQ23900SH
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HP Proliant DL380p Gen8	Server	2M23300031
HP Proliant DL380P Gen8	Server	2M234001ZW
Tripplite	UPS	2449EVHOM808300471
Tripplite	UPS	9729ALCSM669300350
APC	UPS	BX1000G
APC	UPS	BX1500G
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Tripplite	UPS	2412DY0SM820800050
Tripplite	UPS	9725ALCSM669300222
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Tripplite	UPS	2503DY0SM820800204
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Mitel 3300	Mitel 3300 server	AVEED0895
Mitel 3300	Mitel 3300 server	AVEEC3382
Mitel 3300	Mitel 3300 server	AVEEF5938
Optiplex 980	Desktop	BJ0LBP1
Mitel 3300	Phone server	AVEEC4790
PowerEdge T110	Workstation Server	35R2HM1
Optiplex 760	Desktop	DGQ5WH1
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Optiplex 3010	Desktop	HV5Y7V1
Optiplex 3010	Desktop	HT848V1
Optiplex 3020	Desktop	6SKCH02
Optiplex 3020	Desktop	2616H02

Optiplex 3010	Desktop	HV4Y7V1
Dell Percision T1650	Desktop	13VFRW1
Optiplex 3020	Desktop	9DPKJB2
Optiplex 3020	Desktop	8L0GR22
Optiplex 3020		6YQ8H02
Optiplex 3020	Desktop	7X09H02
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Parks

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- (70)- 200-watt incandescent light bulb
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- (29)- 75-watt gro-light bulb

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

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

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

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

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

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

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

Golf:

- (157)-1990’s Toro 670 series irrigation heads
- (30)- 1990’s Toro 855 series irrigation heads
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Tripplite	UPS	9729ALCSM669300350
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Tripplite	UPS	2143YY0SM680300018
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Mitel 3300	Mitel 3300 server	AVEED0895
Mitel 3300	Mitel 3300 server	AVEEC3382
Mitel 3300	Mitel 3300 server	AVEEF5938
Optiplex 980	Desktop	BJ0LBP1
Mitel 3300	Phone server	AVEEC4790
PowerEdge T110	Workstation Server	35R2HM1
Optiplex 760	Desktop	DGQ5WH1
Optiplex 980	Desktop	BJ1LBP1
Optiplex 3010	Desktop	46PGNV1
Optiplex 745	Desktop	4K5JXC1
Optiplex 3010	Desktop	FBVYDX1
Optiplex 3010	Desktop	37PGNV1
Optiplex 3010	Desktop	HV5Y7V1
Optiplex 3010	Desktop	HT848V1
Optiplex 3020	Desktop	6SKCH02
Optiplex 3020	Desktop	2616H02
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Optiplex 3020	Desktop	8L0GR22
Optiplex 3020		6YQ8H02
Optiplex 3020	Desktop	7X09H02
Optiplex 3020	Desktop	9DPJJB2

Dell Precision T1650 Desktop 145FRW1

Parks

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- (70)- 200-watt incandescent light bulb
- (79)- T-12 4-foot Sylvania light bulb
- (29)- 75-watt gro-light bulb

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

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

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

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

PASSED: This 23rd day of February 2022

APPROVED: This 23rd day of February 2022

RECORDED: This 23rd day of February 2022

VOTES: Ayes: Nays:

Absents:

ATTEST:

Secretary, Board of Park Commissioners
Northbrook Park District

President, Board of Park Commissioners
Northbrook Park District

Cook County, Illinois

Cook County, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

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

ORDINANCE NO. 22-O-3

NORTHBROOK PARK DISTRICT

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

That the foregoing was passed by the Board of Park Commissioners of said Northbrook Park District on the 23rd day of February 2022 and was on the same day executed by the President; that it was filed and recorded in the office of the Secretary of the Northbrook Park District, of which the foregoing is a true copy (duplicate) and is now on file in the office of such Secretary.

GIVEN under my hand and seal of the Northbrook Park District this 23rd day of February 2022.

Secretary
Northbrook Park District
Cook County, Illinois

(SEAL)



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545 Academy Drive
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847-291-2960
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MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks & Properties
Agenda Item: 2/18.3 Consider Meadowhill Aquatic Center Pool Slide Gelcoat and Painting, Bid #2215
Date: February 11, 2022

Staff Recommendation:

Staff recommends approval of the Meadowhill Aquatic Center Pool Slide Gelcoat and Painting, Bid #2215 base bid in the amount of \$74,590.00 from 8 Block Maintenance Company, LLC of Oronogo, Missouri.

Background & Analysis:

The project will consist of the gelcoating and painting of two flume slides and the red tube slide at Meadowhill Aquatic Center, and the preventative maintenance of cleaning and polishing the tube drop slide and two-for-one aqua slide at Northbrook Sports Center Pool.

The District received three bids for this project.

Bidder	Base Bid
8 Block Maintenance Company, LLC 23321 MO 96 Oronogo, MO 64855	\$74,590.00
Muscat Painting & Decorating 555 Ashland Avenue East Dundee, IL 60118	\$93,675.00
Whitewater West Industries 180-6651 Fraserwood PL Richmond BC, Canada V6W1J3	\$238,000.00

Staff recommends proceeding with the bid of \$74,590.00. 8 Block Maintenance Company, LLC is the parent company for "Slide Pro's" which has completed work for the Park District in the past at Meadowhill Aquatic Center. Staff have been very satisfied with their workmanship and accounting practices with providing certified payroll and invoicing in a timely manner.

Explanation:

- Budgeted Cost: \$151,000.00
- Budget Source: 2022 Capital Improvement Plan: 1053-6575-MAC09-22

Motion:

The Parks and Properties Committee Chair moves to approve the Meadowhill Aquatic Center Pool Slide Gelcoat and Painting, Bid #2215 for \$74,590.00 to 8 Block Maintenance Company, LLC of Oronogo, Missouri to the full Board for approval.

Pc: Molly Hamer, Executive Director



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MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks and Properties
Agenda Item: 2/18.4 Consider Meadowhill Park Playground Equipment purchase through OMNIA Partners
Date: February 11, 2022

Staff Recommendation:

Staff recommends the approval of the Meadowhill Park Playground Equipment purchase in the amount of \$79,834.64 from Cunningham Recreation, Inc. through OMNIA Partners (cooperative purchasing).

Background & Analysis:

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

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

GameTime provided us with two playground concepts that fit in our allocated playground equipment budget. In mid-January, a postcard was mailed to 380 residents in the neighborhood of Meadowhill Park to choose between two different design options through an online survey. We had sixty respondents with thirty-two (53.33%) choosing Option 2.

Option 2

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

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

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

Legal:

Legal counsel has reviewed the OMNIA contract and confirms it meets the Governmental Joint Purchasing Act which permits the Park District to purchase the GameTime equipment through OMNIA. Please see attached memo from our attorney at Robbins Schwartz.

NORTHBROOK PARK DISTRICT

Explanation:

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

Motion:

The Parks and Properties Committee Chair moves to approve the Meadowhill Park Playground Equipment purchase in the amount of \$79,834.64 from Cunningham Recreation, Inc. through OMNIA Partners (cooperative purchasing), to the full Board for approval.

Pc: Molly Hamer, Executive Director

Robbins Schwartz

Memo

TO: Nicole Wrobel

FROM: Nicole Karas

DATE: February 3, 2022

RE: Omnia Partners – Purchase of Playground Equipment

This memo responds to your request for an opinion as to whether the Northbrook Park District (“Park District”) may purchase playground equipment from GameTime through the governmental purchasing cooperative known as OMNIA Partners (“OMNIA”).

Based upon my review of the relevant documents, and as discussed in more detail below, it is my opinion that the Park District may purchase playground equipment from GameTime through OMNIA.

Legal Authority to Participate in a Joint Purchasing Program

The Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes any Illinois unit of local government to combine, transfer, and enjoy jointly any of its “power or powers, privileges, functions, or authority exercised.... with any public agency of any other state....to the extent that laws of such other state do not prohibit joint exercise or enjoyment.” 5 ILCS 220/3. In addition, the Governmental Joint Purchasing Act (30 ILCS 525/0.01, *et seq.*) (the “Purchasing Act”) permits any governmental unit to purchase personal property, supplies and services jointly with one or more other governmental units. 30 ILCS 525/2. The Purchasing Act defines governmental units as “any public authority which has the power to tax, or any other public entity created by statute” 30 ILCS 525/1. In the absence of case law to the contrary, governmental units are not limited to those located in the State of Illinois.

OMNIA serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through a Request for Proposal (RFP) process conducted by a lead public agency. The Park District may make purchases through OMNIA through its local government procurement division. Since membership to OMNIA is not limited to governmental agencies, however, our recommendation is for the Park District to avoid purchases solicited through a lead agency that is not-for-profit organization, or any other non-governmental entity.

The Governmental Joint Purchasing Act

The Purchasing Act requires that all joint purchases be based on competitive solicitations. 30 ILCS 525/2(a) & 30 ILCS 525/4. It also requires that all bids and proposals must be solicited by public notice inserted at least once in a newspaper of general circulation in one of the counties where the materials are to be used and at least 5 calendar days before the final date of submitting bids or proposals. 30 ILCS 525/4. The Purchasing Act requires that all purchases, orders or contracts must be awarded to the lowest responsible bidder or highest-ranked proposer, taking into consideration the qualities of the articles or services supplied, their conformity with the specifications, their suitability to the requirements of the participating government units, and the delivery terms. *Id.* Section 3 of the Purchasing Act also requires the following: 1) that the Illinois entity be billed separately for its proportionate share of the cost of the goods/services purchased; 2) the credit or liability of the Illinois entity remain separate from the purchasing entity; 3) disputes between the successful bidder and the Illinois entity must remain separate from that of the purchasing entity; and 4) that the goods/services being purchased be delivered directly to the Illinois entity. 30 ILCS 525/3. Additionally, purchases made pursuant to the Act must be in compliance with the Local Government Prompt Payment Act. 30 ILCS 525/4.1.

Purchase of Playground Equipment from GameTime via OMNIA

The City of Charlotte, NC is the lead public agency for the solicitation of RFPs for a national contract for the procurement of Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (Contract #2017001134) (the "Contract").

Notice to Bidders was published in multiple papers around the country on January 25, 2017 and details of the bid were available the same day. Bids were due on March 16, 2017 at 2:00 p.m.

The lead public agency evaluated the proposals to determine "the most comprehensive, competitive and best value solution." Factors evaluated included the quality of articles to be supplied, the bidder's conformity to the bid documents and ability to meet the specifications, the bidder's delivery terms, the bidder's past experience, cost effectiveness, and references, among other factors. The lead public agency awarded the contract to GameTime, the highest ranked proposer, in consideration of all the above listed factors.

The District's membership agreement imposes many of the requirements of the Purchasing Act, including: 1) separate billing between the vendor and the Park District; 2) separate credit or liability between the vendor and the Park District; 3) separate dispute resolution between the vendor and the Park District; and 4) the members deal directly with the local vendors of successful bidders, which will allow for the direct delivery of goods/services to the Park District. Also, member agencies such as the Park District may modify the Contract to meet any local and/or specific state requirements. This will allow the Park District to require GameTime to comply with specific Illinois statutes, such as the Local Government Prompt Payment Act.

Conclusion

Since OMNIA is a joint purchasing cooperative that serves public entities, absent any case law to the contrary, the Park District may purchase goods in accordance with the Intergovernmental

Cooperation Act. However, we recommend that the Park District only purchase goods through OMNIA if the lead agency of the purchase is a governmental entity.

Based on my review of the relevant documents, it is my opinion that the Contract meets the applicable requirements of the Purchasing Act. It was awarded by competitive RFP process; proper notice of the bid solicitation was provided in newspapers of general circulation in various counties in multiple states; and the Contract was awarded to the highest ranked proposer in accordance with the requirements of the Purchasing Act. As a result, the Park District has the authority under the Purchasing Act to utilize the Contract to purchase playground equipment for Meadowhill Park Playground.

As with other cooperative purchases, I recommend issuing a Purchase Order with certain terms and conditions to ensure the Joint Purchasing Act requirements are met and the District's interests are protected. Please let me know when you are ready to proceed and I will draft these terms and conditions.



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MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks and Properties
Agenda Item: 2/18.5 Consider Cedar Lane Tot Lot Playground Equipment Purchase through Sourcewell Partners
Date: February 11, 2022

Staff Recommendation:

Staff recommends the approval of the Cedar Lane Tot Lot Playground Equipment in the amount of \$79,813 from NuToys Leisure Products for the purchase of the Landscape Structures playground line through Sourcewell (cooperative purchasing).

Background & Analysis:

Planning for this project began in late 2021, with anticipated construction in 2022.

In early December of 2021, an RFP was sent out to playground suppliers to create designs for Cedar Lane Tot Lot. Each vendor was asked to create a design with two separate structures for the 2-5 and 5-12 age groups, and to also create a design with one combined play structure for all ages.

In mid-December of 2021, a mailer was sent out to residents within a quarter mile radius of Cedar Lane Tot Lot to find out current demographics, what amenities are used most, if residents want to see two play structures or just one, and an opportunity to leave comments. The results of the survey showed that the play equipment was used most, followed by sand, basketball court and then open space. 71% of the respondents requested that we keep two separate play structures. In the comments, a few residents mentioned a need for more inclusive design.

In mid-January, a postcard was mailed to 1,745 residents in the neighborhood of Cedar Lane Tot Lot to choose between two different design options through an online survey. We had had 191 respondents with 100 (52.36%) choosing Option 2.

Option 2: NuToys Leisure Products is the representative for the Landscape Structures product line. The selected concept is their "Tree Tops Design" theme.

The Smart Play Motion is designed to meet the needs of 2 to 5-year-olds. The play structure delivers 16 playground activities including cut-out shapes to peek through, a winding race car track, interactive sand shoot, bongos and ring-a-bells to play and geometric shape-and-fit games. The Smart Play structure encourages interactive play.

The Tree Tops play structure for ages 5-12 gives kids the sense of exploring a forest canopy branch by branch. Beyond the normal ups and downs of traditional tree-climbing, here kids can also navigate their way across wiggly bridges, crawl through the O-Zone® 3-ring climber, roar down two different slides, plus so much more. Such a great range of interconnected activities at multiple levels will spark hours of imaginative and energetic play, all protected by plenty of built-in shade.

NORTHBROOK PARK DISTRICT

The Cozy Dome offers kids a place to escape the hustle and bustle of a busy playground, take time by themselves or socialize together and the Log Balance Beam is perfect for kids ages 2 to 12. The nature-inspired playground component challenges kids' balance and provides choice in path.

Legal:

Legal counsel has reviewed the Sourcewell contract and confirms it meets the Governmental Joint Purchasing Act, which permits the Park District to purchase the Landscape Structures equipment through Sourcewell. Please see attached memo from our attorney at Robbins Schwartz.

Explanation:

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

Motion:

The Parks and Properties Committee Chair moves to approve the Cedar Lane Tot Lot Playground Equipment purchase in the amount of \$79,813 for the Landscape Structures playground equipment from NuToys Leisure Products through Sourcewell (cooperative purchasing), to the full Board for approval.

Pc: Molly Hamer, Executive Director

Robbins Schwartz

Memo

TO: Nicole Wrobel

FROM: Nicole Karas

DATE: February 7, 2022

RE: Sourcewell– Purchase of Playground Equipment

This memo responds to your request for an opinion as to whether the Northbrook Park District (“Park District”) may purchase playground equipment from Landscape Structures through the governmental purchasing cooperative known as Sourcewell (“Sourcewell”).

Based upon my review of the relevant documents, and as discussed in more detail below, it is my opinion that the Park District may purchase playground equipment from Landscape Structures through Sourcewell.

Legal Authority to Participate in a Joint Purchasing Program

The Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes any Illinois unit of local government to combine, transfer, and enjoy jointly any of its “power or powers, privileges, functions, or authority exercised.... with any public agency of any other state....to the extent that laws of such other state do not prohibit joint exercise or enjoyment.” 5 ILCS 220/3. In addition, the Governmental Joint Purchasing Act (30 ILCS 525/0.01, *et seq.*) (the “Purchasing Act”) permits any governmental unit to purchase personal property, supplies and services jointly with one or more other governmental units. 30 ILCS 525/2. The Purchasing Act defines governmental units as “any public authority which has the power to tax, or any other public entity created by statute” 30 ILCS 525/1. In the absence of case law to the contrary, governmental units are not limited to those located in the State of Illinois.

The Park District may purchase goods through Sourcewell since it is a local unit of government created by Minnesota law.

The Governmental Joint Purchasing Act

The Purchasing Act requires that all joint purchases be based on competitive solicitations. 30 ILCS 525/2(a) & 30 ILCS 525/4. It also requires that all bids and proposals must be solicited by public notice inserted at least once in a newspaper of general circulation in one of the counties where the materials are to be used and at least 5 calendar days before the final date of submitting bids or proposals. 30 ILCS 525/4. The Purchasing Act requires that all purchases, orders or

contracts must be awarded to the lowest responsible bidder or highest-ranked proposer, taking into consideration the qualities of the articles or services supplied, their conformity with the specifications, their suitability to the requirements of the participating government units, and the delivery terms. *Id.* Section 3 of the Purchasing Act also requires the following: 1) that the Illinois entity be billed separately for its proportionate share of the cost of the goods/services purchased; 2) the credit or liability of the Illinois entity remain separate from the purchasing entity; 3) disputes between the successful bidder and the Illinois entity must remain separate from that of the purchasing entity; and 4) that the goods/services being purchased be delivered directly to the Illinois entity. 30 ILCS 525/3. Additionally, purchases made pursuant to the Act must be in compliance with the Local Government Prompt Payment Act. 30 ILCS 525/4.1.

Purchase of Playground Equipment from Landscape Structures via Sourcewell

Sourcewell conducted a RFP for a national contract for the procurement of Playground and Water Play Equipment with Related Accessories and Services (Contract #010521) (the “Contract”).

Notice to Bidders was published in multiple papers around the country on November 10, 2020 and details of the bid were available the same day. Bids were due on January 5, 2021 at 4:30 p.m.

Sourcewell evaluated the proposals to determine the most responsive and responsible vendors offering the best overall quality, selection of equipment, products and services, price and ability to meet the specifications. Other factors evaluated included the bidder’s delivery terms, the bidder’s experience, warranty terms, among other factors. Sourcewell awarded the contact to Landscape Structures, one of the highest ranked proposers, in consideration of all the above listed factors.

The Contract incorporates many of the requirements of the Purchasing Act, including: 1) separate billing between the vendor and the Park District; 2) separate credit or liability between the vendor and the Park District; 3) separate dispute resolution between the vendor and the Park District; and 4) the members deal directly with the local vendors of successful bidders, which will allow for the direct delivery of goods/services to the Park District. Also, member agencies such as the Park District may modify the Contract to meet any local and/or specific state requirements. This will allow the Park District to require Landscape Structures to comply with specific Illinois statutes, such as the Local Government Prompt Payment Act.

Conclusion

Since Sourcewell is a joint purchasing cooperative that serves public entities, absent any case law to the contrary, the Park District may purchase goods in accordance with the Intergovernmental Cooperation Act.

Based on my review of the relevant documents, it is my opinion that the Contract meets the applicable requirements of the Purchasing Act. It was awarded by competitive RFP process; proper notice of the bid solicitation was provided in newspapers of general circulation in various counties in multiple states; and the Contract was awarded to the highest ranked proposers in

accordance with the requirements of the Purchasing Act. As a result, the Park District has the authority under the Purchasing Act to utilize the Contract to purchase playground equipment for Cedar Lane.

As with other cooperative purchases, I recommend issuing a Purchase Order with certain terms and conditions to ensure the Joint Purchasing Act requirements are met and the District's interests are protected. Please let me know when you are ready to proceed and I will draft these terms and conditions.



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MEMORANDUM

To: Parks and Properties Committee
From: Ed Dalton, Director of Parks & Properties
Agenda Item: 2/18.6 Consider Professional Services Agreement with Hitchcock Design Group – Williamsburg Square
Date: February 11, 2022

Staff Recommendation:

Staff recommends the approval of the Professional Services Agreement with Hitchcock Design Group of Naperville, Illinois for landscape architectural design services at a fee of \$69,900 consisting of Preliminary Design Services and Final Design Services for Williamsburg Square Park, in addition a not to exceed amount of \$1,000 for Reimbursable Expenses.

Background & Analysis: Williamsburg Square Park playground was originally installed in 1999 and is now 23 years old. The rubber surfacing has been replaced and is peeling again, and the metal equipment is rusting and cracking. The project will also include replacement of asphalt surfacing of the basketball court, tennis courts and pathways. Soil borings, planning, and construction documents for the park improvements will be completed in 2022. Bidding and replacement of the project will be completed in 2023.

The tentative schedule is as follows:

- Preliminary Design: March – May 2022
- Construction Documents: May – October 2022
- Out to Bid: December 2022
- Anticipated Commencement of Construction: April 2023

Explanation:

1. Budgeted Cost (for planning/engineering): \$95,000
2. Budget Source: 2022 Capital Improvement Plan
3. Legal Requirement: None

Motion:

The Parks and Properties Committee Chair moves to approve the Professional Services Agreement for landscape architectural design services for Williamsburg Square Park with Hitchcock Design Group of Naperville, Illinois in the amount of \$69,900 and \$1,000 in reimbursables for architectural services to the full Board for approval.

Pc: Molly Hamer, Executive Director

AGREEMENT FOR LANDSCAPE ARCHITECTURAL PROFESSIONAL SERVICES

THIS AGREEMENT FOR LANDSCAPE ARCHITECTURAL PROFESSIONAL SERVICES (hereinafter referred to as the "Agreement"), made this **23rd day of February 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 **Hitchcock Design Group.**, with its principal place of business at 22 E. Chicago Avenue, Suite 200, PO Box 5126, Naperville, IL ("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 **Preliminary Design Services and Final Design Services for Williamsburg Square Park** as detailed in the Consultant's Proposal dated **February 23, 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 **Preliminary Design Services and Final Design Services for Williamsburg Square Park** 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 **February 8, 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 endeavor to provide all construction document and budgetary deliverables on or before **September 30, 2022** and all permitting and bidding deliverables on or before **November 30, 2022**. Time is of the essence of this Agreement.

4. Performance of Work. Consultant shall provide all Services in a timely and professional manner in accordance with the Standard of Care, as defined herein. Consultant shall conform its Services to the standard of care applicable to landscape design professionals performing similar services for projects of like size and kind (the “Standard of Care”). Consultant’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. Consultant shall perform its Services as expeditiously as is consistent with the Standard of Care applicable to its Services. Consultant shall not engage in any activity, provide any services, or enter into any contract that may reasonably appear to conflict with Consultant’s duties to the Park District or with Consultant’s professional judgment concerning the Project.

5. Payment for Services.

a. The Park District agrees to compensate Consultant for providing the Services in the Lump Sum amount of Sixty-Nine Thousand Nine Hundred and 00/100 Dollars (**\$69,900**). Reimbursables for printing, milage, and courier **not to exceed \$1,000**.

Preliminary Design Services:	Fixed Fee \$10,900
Final Design Services:	Fixed Fee \$59,000
TOTAL:	\$69,900

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

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 upon at least three (3) days written notice upon Consultant's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. In the event the architect fails to cure the breach after given time to do so, Owner may cure the breach at architect's cost and expense. This is in addition to any other available remedy to Owner. 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 Architect shall procure and maintain the following insurance policies for the duration of the Project. The Architect shall also cause each of its subcontractors and subconsultants to procure and maintain the following insurance policies for the duration of the Project. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with a A.M. Best's Key Guide Rating of at least A / VII, unless otherwise specified in writing by Owner. All specified policies shall by endorsement incorporate a provision requiring thirty (30) days written notice to Owner prior to the cancellation, non-renewal of any such policies. Written notice to Owner shall be by certified mail, return receipt requested. The Architect's cost of maintaining such insurance is included in the Architect's Professional Fee. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Architect from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. Prior to performing Services, and upon the expiration and renewal of each such policy, the Architect shall furnish to Owner proof of all required insurance including certificates of insurance, and policies with all declarations and endorsements attached. At any time during the Project, Architect shall provide certified copies of all insurance policies required by this Agreement within 10 days of Owners' written request for said copies.

11.1 Commercial General Liability. The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$3,000,000** for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

11.2 Automobile Liability. The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

11.3 Workers' Compensation. The Architect shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Architect waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Architect's work.

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

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, the Architect shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers

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

13. No Liability. 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. The Agreement is not intended to confer any rights upon any third party who is not a Party to the Agreement.

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 professional 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. **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 the Park District and/or Consultant, and/or any of their respective officials, officers and/or employees.

20. **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.

21. **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.

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

23. **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.

24. **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: Hitchcock Design Group
 22 E. Chicago Avenue, Suite 200 (60540)
 P.O. Box 5126 (60567-5126)
 Naperville, Illinois

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

25. 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

HITCHCOCK DESIGN GROUP

By:

By:

Title

Title

Date

Date