



AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
June 17, 2019 – 6:30 p.m.
Canterbury Room

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL
2. OPEN FORUM
3. CONSENT AGENDA
 - a. APPROVAL OF JUNE 17, 2019 AGENDA
 - b. APPROVAL OF MINUTES
 - i. May 20, 2019 Regular Meeting Minutes
 - c. APPROVAL OF FINANCIAL STATEMENT ENDING MAY 31, 2019
 - i. Approval of Warrant No. 624
4. COMMUNICATIONS/PROCLAMATIONS
 - a. Board of Commissioners to share communications
 - b. Proclamation “July is Park and Recreation Month”
 - c. Wight & Co. Presentation of the Conceptual Plan for Central Park North
5. STAFF RECOGNITION
 - a. Jamie Rotman, Summer Intern
6. REPORTS:
 - a. Administrative, IT, and Marketing Report
 - b. Finance & Human Resources Report
 - c. Recreation & Facilities Report
 - d. Parks & Planning Report





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
June 17, 2019 – 6:30 p.m.
Canterberry Room

7. UNFINISHED BUSINESS

- a. Resolution 19-0617: A Resolution Amending the Agreement Between the Oak Brook Park District and Conservation Land Stewardship, Inc., for Natural Areas Stewardship Project
- b. Resolution 19-0618: A Resolution Amending the Agreement Between the Oak Brook Park District and Hagg Press, Inc. for Brochure Printing and Mailing Services
- c. Wight & Company Central Park North Concept Plan
- d. Agreement between the Oak Brook Park District and Wight & Company for the Central Park Design Development Phase
- e. Resolution 19-0619: A Resolution of Authorization by the Oak Brook Park District for OSLAD Grant Program Application for Central Park Improvements
- f. Resolution 19-0620: A Resolution Authorizing and Directing Staff to Proceed with Rezoning of Property Commonly Known as The McDonald's Property
- g. Family Recreation Center Drop Ceiling Replacement Bid

8. NEW BUSINESS

- a. Partnership Agreement for Central Park North Fields

9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JULY 15, 2019

10. ADJOURNMENT





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
June 17, 2019 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL *[Call to Order the Regular Meeting of the Oak Brook Park District Board of Commissioners and ask the Recording Secretary to conduct the Roll Call.]*
2. OPEN FORUM *[Ask whether there are any public comments under “Open Forum.” If necessary, the President may advise speakers to observe the rules set forth in Section 1.1VII B of the Rules of the Board of Park Commissioners.]*
3. CONSENT AGENDA *[Request a motion (and second) to approve taking a Single Omnibus Vote on the Consent Agenda, as Presented. **Roll Call Vote—VOTE MUST BE UNANIMOUS.***

*Then ask for a motion (and second) to approve the Consent Agenda, as presented. **Roll Call Vote...***

- a. APPROVAL OF JUNE 17, 2019 AGENDA
- b. APPROVAL OF MINUTES
 - i. May 20, 2019 Regular Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING MAY 31, 2019
 - i. Approval of Warrant No. 624
4. COMMUNICATIONS/PROCLAMATIONS *[Discussion Only]*
 - a. Board of Commissioners to share communications
 - b. Proclamation “July is Park and Recreation Month”
 - c. Wight & Co. Presentation of the Conceptual Plan for Central Park North
5. STAFF RECOGNITION *[Introduce Jamie Rotman, Summer Intern]*
 - a. Jamie Rotman, Summer Intern
6. REPORTS: *[Discussion Only]*
 - a. Administrative, IT, and Marketing Report
 - b. Finance & Human Resources Report
 - c. Recreation & Facilities Report
 - d. Parks & Planning Report





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
June 17, 2019 – 6:30 p.m.
Canterberry Room

7. UNFINISHED BUSINESS

- a. Resolution 19-0617: A Resolution Amending the Agreement Between the Oak Brook Park District and Conservation Land Stewardship, Inc., for Natural Areas Stewardship Project *[Request a motion and a second to approve Resolution 19-0617: A Resolution Amending the Agreement Between the Oak Brook Park District and Conservation Land Stewardship, Inc. for Natural Areas Stewardship Project. **Roll Call Vote...**]*
- b. Resolution 19-0618: A Resolution Amending the Agreement Between the Oak Brook Park District and Hagg Press, Inc. for Brochure Printing and Mailing Services *[Request a Motion and a second to Approve Resolution 19-0618: A Resolution Amending the Agreement Between the Oak Brook Park District and Hagg Press for Brochure Printing and Mailing Services. **Roll Call Vote...**]*
- c. Wight & Company Central Park North Concept Plan *[Request a motion and a second to approve the Wight & Company Central Park North Concept Plan. **Roll Call Vote...**]*
- d. Agreement between the Oak Brook Park District and Wight & Company for the Central Park Design Development Phase *[Request a motion and a second to approve the Agreement between the Oak Brook Park District and Wight & Company for the Central Park Design Development Phase. **Roll Call Vote...**]*
- e. Resolution 19-0619: A Resolution of Authorization by the Oak Brook Park District for OSLAD Grant Program Application for Central Park Improvements *[Request a motion and a second to approve Resolution 19-0619: A Resolution of Authorization by the Oak Brook Park District for an OSLAD Project Application for Central Park Improvements. **Roll Call Vote...**]*
- f. Resolution 19-0620: A Resolution Authorizing and Directing Staff to Proceed with Rezoning of Property Commonly Known as The McDonald's Property *[Request a motion and a second to Approve Resolution 19-0620: A Resolution Authorizing and Directing Staff to Proceed with Rezoning of Property Commonly Known as the McDonald's Property. **Roll Call Vote...**]*
- g. Family Recreation Center Drop Ceiling Replacement Bid *[Request a motion and a second to accept the Bid Submittals from Construction Solutions of IL, Inc. in the amount of \$67,797 for the Base Bid, an amount of \$6,750 for the Alternate Bid Work, and to Approve an Agreement Between the Oak Brook Park District and Construction Solutions of IL, Inc. for a not to exceed cost of \$74,547. **Roll Call Vote...**]*

8. NEW BUSINESS *[For Review and Discussion Only]*

- a. Partnership Agreement for Central Park North Fields





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
June 17, 2019 – 6:30 p.m.
Canterberry Room

9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JULY 15, 2019 *[Announce the next Regular Meeting of the Oak Brook Park District Board of Commissioners will be held on July 15, 2019, 6:30 p.m.]*

10. ADJOURNMENT *[Request a motion and a second to adjourn the June 17, 2019 Regular Meeting of the Oak Brook Park District Board of Commissioners. **All in Favor...**]*

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.

We strive to provide the **very best** in **park** and **recreational opportunities, facilities,** and **open lands** for **our community.**

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

www.obparks.org





**MINUTES OF THE
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
May 20, 2019 – 6:30 p.m.
Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL

President Knitter called the Regular Meeting of the Oak Brook Park District to order at 6:31 p.m. Commissioners Truedson, Trombetta, and Knitter answered “present.” Commissioners Tan and Carson were absent. Also present was Laure Kosey, Executive Director, Nicole Karas, Park District Attorney, Marco Salinas, Chief Financial Officer, Karen Spandikow, Assistant Director of Recreation, and Bob Johnson, Director of Parks and Planning.

a. Approval by a majority of the Commissioners present to allow Commissioner Carson to attend the meeting by audio conference, as she is unable to physically attend because of a family or other emergency as provided in section I-G-1 of the Board Rules.

Motion: Commissioner Truedson made a motion, seconded by Commissioner Trombetta, to allow Commissioner Carson to attend the meeting by audio conference, as she is unable to physically attend because of family or other emergency as provided in section I-G-1 of the Board Rules.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Truedson, Trombetta and President Knitter
Nays: None
Absent: Commissioner Tan

Commissioner Carson joined the meeting by audio conference.

2. OPEN FORUM

President Knitter asked if there was anyone in the audience who wished to address the Board.

No one addressed the Board.

3. CONSENT AGENDA

Motion: Commissioner Carson made a motion, seconded by Commissioner Truedson, to approve taking a single omnibus vote on the Consent Agenda, as presented.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Truedson, Trombetta and President Knitter
Nays: None
Absent: Commissioner Tan

Motion: Commissioner Truedson made a motion seconded by Commissioner Trombetta, to approve the consent agenda, as presented.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Carson, Truedson, Trombetta and President Knitter

Nays: None

Commissioner Tan

- a. APPROVAL OF MAY 20, 2019 AGENDA
- b. APPROVAL OF MINUTES
 - i. April 15, 2019 Regular Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING April 30, 2019
 - ii. Approval of Warrant No. 623

4. ANNUAL MEETING

- a. Administration of Oath of Office by Judge Ann C. Walsh To Newly Elected Park Commissioner Lara Suleiman

Judge Ann C. Walsh administered the Oath of Office to Commissioner Lara Suleiman.

Pictures were taken.

Commissioner Carson exited the meeting at 6:35 p.m.

- b. Election of Park Board President and Vice President

President Knitter asks for nominations for Board President.

Commissioner Truedson nominated Sharon Knitter.

Motion: Commissioner Truedson made a motion seconded by Commissioner Trombetta, to nominate Sharon Knitter for Board President.

There was no discussion and the motion passed by voice vote.

President Knitter asked for nominations for Board Vice-President.

Commissioner Trombetta nominated Tom Truedson for Board Vice-President.

Motion: Commissioner Trombetta made a motion seconded by President Knitter, to nominate Tom Truedson for Board President.

There was no discussion and the motion passed by voice vote.

- c. Appointment of Board Secretary and Treasurer

Commissioner Trombetta nominated Kevin Tan for Board Treasurer.

Motion: Commissioner Trombetta made a motion seconded by President Knitter, to nominate Kevin Tan for Board Treasurer.

There was no discussion and the motion passed by voice vote.

President Knitter stated that the current Board Secretary is Executive Director Laure Kosey. The President proposes that, since the Board Secretary has traditionally been the Executive Director, Laure Kosey should be reappointed to serve as Secretary unless any Board member has an objection.

There were no objections.

Motion: Commissioner Truedson made a motion, seconded by Commissioner Trombetta, to reappoint Laure Kosey as Board Secretary.

There was no discussion and the motion passed by voice vote.

5. COMMUNICATIONS/PROCLAMATIONS

a. Board of Commissioners to share communications

President Knitter asked if there was anyone on the Board who wished to share communications.

There were no shared communications.

b. Semi-annual review of the Oak Brook Park District Strategic Plan

Ms. Kosey presented the Semi-Annual Review of the Oak Brook Park District Strategic Plan, and all materials presented can be found in the Park District records.

Ms. Kosey said review of this plan is completed every six months over a three-year period and that staff will begin developing the new Strategic Plan in March of 2020.

President Knitter once again stressed that we develop indoor and outdoor programming that relies on technology in order to engage our younger demographics when we think about our new development.

6. STAFF RECOGNITION

a. None

7. REPORTS:

a. Administrative, IT, and Marketing Report

Laura Kosey presented her report, which can be found in the Park District records.

Ms. Kosey said an open house was held just before this evening's meeting, and it focused on obtaining additional input from the community on what they would like to see done with the new North Fields. She said overall, there has been a total of 178 respondents between the focus groups and the survey, and that the majority of the respondents want to see walking paths, shade trees, athletic fields, and permanent bathrooms at the site. She said there was also interest in building a synthetic turf field and having temporary doming during the winter months.

She also noted that a resident at this evening's open house suggested building a velodrome track for bike racing. Ms. Kosey said the Park District cannot afford most of these projects at this time, but will seek foundation donations. She said Wight and Co. will be presenting the Board with concepts at the next Board meeting.

President Knitter said it is very important that we develop the North Fields so that it flows with the rest of the property and that this work, which will be completed in phases, must blend well and not look incomplete between phases.

Ms. Kosey updated the staff on the status of the conservation easement and zoning issues at the Dean Nature Sanctuary. She said the proposed ordinance has been revised to reflect the size of the future nature education center which shall be no larger than the original square footage of the Dean Home, which was 4,000 square feet. This is on the agenda for the Board's review and possible approval at this meeting.

There were no further questions or comments regarding Ms. Kosey's report.

b. Finance & Human Resources Report

Marco Salinas presented his report, which can be found in the Park District records.

Mr. Salinas said all three funds continue to have surpluses and that he expects those surpluses to decrease slightly as we finish off paying invoices from the last fiscal year.

Mr. Salinas said staff has been busy with seasonal staffing paperwork and drafting seasonal job descriptions.

President Knitter asked why it has been so difficult staffing seasonal positions.

Mr. Johnson said timing is a big issue with many college students becoming available and seeking work after the jobs are set to begin.

There were no further questions or comments regarding Mr. Salinas's report.

c. Recreation & Facilities Report

Karen Spandikow, Assistant Director of Recreation, presented this report, which can be found in the Park District records.

Ms. Spandikow said the recent Pink 5K Run event was very successful with over 1,000 registered runners.

She said Splash Island was to open today, but was delayed until Wednesday when the weather is expected to improve.

Ms. Spandikow noted that preschool graduation is this Wednesday.

There were no questions or comments regarding Ms. Spandikow's report.

d. Parks & Planning Report

Bob Johnson presented his report, which can be found in the Park District records.

Mr. Johnson said the weather has been a challenge this spring with a lot of scheduled work having to be delayed, including the asphalt maintenance that's a carryover from last fall due to inclement weather at that time. He said he expects to see this project completed by the end of May.

Mr. Johnson said 2 new bee colonies have been established at the Dean Nature Sanctuary and that monitors will be installed at the hives which will allow us to check on the condition of the bees during the winter months.

There were no questions or comments regarding Mr. Johnson's report.

8. UNFINISHED BUSINESS

- a. Ordinance 19-0520: An Ordinance Declaring Surplus Personal Property and Authorizing Conveyance or Sale Thereof

Motion: Commissioner Truedson made a motion, seconded by Commissioner Trombetta, to approve Ordinance 19-0520: An Ordinance Declaring Surplus Personal Property and Authorizing Conveyance or Sale Thereof

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Trombetta and President Knitter

Nays: None

Absent: Commissioner Tan

- b. Tennis Center Air Handling Unit Replacement Bid

Motion: Commissioner Truedson made a motion, seconded by Commissioner Trombetta, to reject the base and alternate bids of Amber Mechanical for a price of \$225,000 due to a contractor pricing error and their desire to withdraw their bid.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Trombetta and President Knitter

Nays: None

Absent: Commissioner Tan

Motion: Commissioner Truedson made a motion, seconded by Commissioner Trombetta, to accept the base bid and reject the alternate bid of Kandu Construction, Inc. for the Tennis Center Air Handling Unit Replacement and to Approve an Agreement Between the Oak Brook Park District and Kandu Construction, Inc. for the Base Bid Work for a Not-to-Exceed Cost of \$218,000.

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Trombetta and President Knitter

Nays: None

Absent: Commissioner Tan

- c. 2019 Amendment to the Oak Brook Park District Executive Director Employment Agreement

Motion: Commissioner Truedson made a motion, seconded by Commissioner Trombetta, to approve the 2019 Amendment to the Oak Brook Park District Executive Director Employment Agreement

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Trombetta and President Knitter

Nays: None

Absent: Commissioner Tan

- d. Amendment to the Conservation Easement Between the Conservation Foundation and the Oak Brook Park District for the Oak Brook Park District Dorothy and Sam Dean Nature Sanctuary

Motion: Commissioner Truedson made a motion, seconded by Commissioner Trombetta, to approve the Amendment to the Conservation Easement Between the Conservation Foundation and the Oak Brook Park District for the Oak Brook Park District Dorothy and Sam Dean Nature Sanctuary

There was no discussion, and the motion passed by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Trombetta and President Knitter

Nays: None

Absent: Commissioner Tan

9. NEW BUSINESS

- a. Resolution 19-0617: A Resolution Amending the Agreement Between the Oak Brook Park District and Conservation Land Stewardship, Inc., for Natural Areas Stewardship Project.

Mr. Johnson said this resolution allows us to extend our contract with the current contractor.

There was no discussion regarding this matter.

- b. Resolution 19-0618: A Resolution Amending the Agreement Between the Oak Brook Park District and Hagg Press, Inc. for Brochure Printing and Mailing Services

Jessica Cannaday, Marketing and Communications Manager, who was present in the audience, said this resolution allows us to extend our contract with the current contractor.

There was no further discussion regarding this matter.

- c. Wight & Company Central Park North Concept Plan

Ms. Kosey said Wight & Co. will present the Board with their concepts at the June meeting and believes that the Board will like certain parts of each concept which she said is doable.

There was no further discussion regarding this matter.

- d. Agreement between the Oak Brook Park District and Wight & Company for the Central Park Design Development Phase

This matter was discussed during the a was no further discussion regarding this matter.

- e. Resolution 19-0619: A Resolution of Authorization by the Oak Brook Park District for OSLAD Grant Program Application for Central Park Improvements

Ms. Kosey presented this matter for review and discussion only.

Ms. Kosey said we will know by May 31, 2019, whether the state will be issuing OSLAD grants. It was noted that there is \$29,000,00 in the state's OSLAD fund, but that Governor Pritzker has not yet allocated that funds. She said the survey process is required to receive OSLAD funding and that is why we are taking those steps now so that we are ready should we receive the grant.

Ms. Kosey said she has reached out to both of our state representatives to promote state funding. She recommended that the Board also reach out to residents to ask them to contact them as well.

Ms. Kosey also mentioned that the State Capital Plan will also be presented by the Governor which will include the PARC Grant which is a much more lucrative grant to obtain.

There was no further discussion regarding this matter.

- f. Resolution 19-0620: Resolution Authorizing and Directing Staff to Proceed with Rezoning of Property Commonly Known as The McDonald's Property

Ms. Kosey presented this matter for review and discussion only.

Ms. Kosey said we have strong support from the Village in asking for the re-zoning of the North Fields property. It was noted that the zoning does not transfer with the sale of the property and therefore, we must apply for re-zoning.

There was no further discussion regarding this matter.

10. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JUNE 17, 2019

11. President Knitter announced the next Regular Meeting of The Oak Brook Park District Board of Park Commissioners will be held on June 17, 2019, 6:30 P.M.

12. ADJOURNMENT

Motion: Commissioner Trombetta made a motion, seconded by Commissioner Truedson, to adjourn the regular meeting at the hour of p.m. 7:07 PM.

There was no discussion, and the motion passed by voice vote.

Laure L Kosey, Executive Director

Oak Brook Park District
General Fund Revenue and Expenditure Summary - Unaudited
Fiscal Year-to-Date Activity through May 31, 2019 and 2018
8.33% completed (1 out of 12 months)

	Fiscal Year 2019/2020- Highlighted items reflect more than 8.33% variance						Highlighted items reflect more than 10% change		
	Original Annual Budget	May 2019 Actual	Year-To-Date Actual	Year-To-Date Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2018/2019 Year-To-Date Actual	2019/2020 Y-T-D Actual Higher/ (Lower) than 2018/2019 Y-T-D	Percent Change
REVENUES									
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A
Finance									
Property Taxes	1,511,116	36,676	36,676	-	36,676	2.4%	172,418	(135,742)	-78.7%
Personal Prop. Repl. Taxes	86,504	25,703	25,703	-	25,703	29.7%	18,646	7,057	37.8%
Investment Income	12,500	968	968	-	968	7.7%	997	(30)	-3.0%
Other	21,500	1,577	1,577	-	1,577	7.3%	-	1,577	N/A
Central Park North	16,000	-	-	-	-	0.0%	-	-	N/A
Central Park	115,450	37,951	37,951	-	37,951	32.9%	21,365	16,586	77.6%
Dean Property	-	-	-	-	-	N/A	-	-	N/A
Building-Recreation Center	946,320	27,631	27,631	-	27,631	2.9%	25,904	1,726	6.7%
Central Park West	85,000	4,046	4,046	-	4,046	4.8%	4,561	(515)	-11.3%
TOTAL REVENUES	\$ 2,794,390	\$ 134,552	\$ 134,552	\$ -	\$ 134,552	4.8%	\$ 243,892	\$ (109,340)	-44.8%
EXPENDITURES									
Administration	\$ 467,670	\$ 37,207	\$ 37,207	\$ 2,362	\$ 39,568	8.0%	\$ 27,315	\$ 9,892	36.2%
Finance	520,475	32,409	32,409	5,692	38,100	6.2%	17,573	14,836	84.4%
Central Park North	15,800	3,823	3,823	1,000	4,823	24.2%	-	3,823	N/A
Central Park	622,485	36,051	36,051	37,089	73,141	5.8%	15,933	20,119	126.3%
Saddlebrook Park	24,500	812	812	1,739	2,551	3.3%	291	521	179.1%
Forest Glen Park	29,650	(350)	(350)	2,146	1,796	-1.2%	464	(814)	-175.4%
Chillem Park	8,750	-	-	506	506	0.0%	14	(14)	-100.0%
Dean Property	15,212	2,232	2,232	1,167	3,399	14.7%	102	2,130	2098.5%
Professional Services	52,200	325	325	2,610	2,935	0.6%	725	(400)	-55.2%
Contracts- Maint. DNS	26,000	-	-	-	-	0.0%	-	-	N/A
Building-Recreation Center	956,460	49,745	49,745	62,343	112,088	5.2%	21,430	28,315	132.1%
Central Park West	73,667	1,420	1,420	5,530	6,950	1.9%	617	803	130.2%
TOTAL EXPENDITURES	\$ 2,812,869	\$ 163,672	\$ 163,672	\$ 122,185	\$ 285,857	5.8%	\$ 84,463	\$ 79,210	93.8%
TRANSFERS OUT	\$ 300,000	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	N/A
TOTAL EXPENDITURES AND TRANSFERS OUT	\$ 3,112,869	\$ 163,672	\$ 163,672	\$ 122,185	\$ 285,857	5.3%	\$ 84,463	\$ 79,210	93.8%
REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS OUT	\$ (318,479)	\$ (29,120)	\$ (29,120)	\$ (122,185)	\$ (151,305)	9.1%	\$ 159,430	\$ (188,550)	-118.3%

Note> Fiscal year 2019/2020 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

Oak Brook Park District
Recreation Fund Revenue and Expenditure Summary - Unaudited
Fiscal Year-to-Date Activity through May 31, 2019 and 2018
8.33% completed (1 out of 12 months)

	Fiscal Year 2019/2020- Highlighted items reflect more than 8.33% variance						Highlighted items reflect more than 10% change		
	Original Annual Budget	May 2019 Actual	Year-To-Date Actual	Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2018/2019 Year-To-Date Actual	2019/2020 Y-T-D Actual Higher/ (Lower) than 2018/2019 Y-T-D	Percent Change
REVENUES									
Administration									
Property Taxes	\$ 894,120	\$ 21,705	\$ 21,705	\$ -	\$ 21,705	2.4%	\$ 111,246	\$ (89,540)	-80.5%
Personal Prop. Repl. Taxes	27,233	8,092	8,092	-	8,092	29.7%	5,870	2,222	37.8%
Investment Income	17,500	1,019	1,019	-	1,019	5.8%	1,050	(31)	-3.0%
Other	2,100	166	166	-	166	7.9%	136	30	22.1%
Fitness Center	824,288	77,202	77,202	-	77,202	9.4%	81,816	(4,614)	-5.6%
Aquatic Center	487,200	40,594	40,594	-	40,594	8.3%	38,014	2,580	6.8%
Aquatic Recreation Prog.	573,646	128,094	128,094	-	128,094	22.3%	134,929	(6,835)	-5.1%
Children's Programs	108,469	31,843	31,843	-	31,843	29.4%	31,762	81	0.3%
Preschool Programs	275,956	31,835	31,835	-	31,835	11.5%	39,640	(7,806)	-19.7%
Youth Programs	191,733	162,312	162,312	-	162,312	84.7%	113,928	48,384	42.5%
Adult Programs	50,280	14,074	14,074	-	14,074	28.0%	9,928	4,146	41.8%
Pioneer Programs	73,700	20,757	20,757	-	20,757	28.2%	24,196	(3,439)	-14.2%
Special Events and Trips	97,245	42,513	42,513	-	42,513	43.7%	10,705	31,808	297.1%
Marketing	49,000	7,650	7,650	-	7,650	15.6%	-	7,650	N/A
TOTAL REVENUES	\$ 3,672,469	\$ 587,856	\$ 587,856	\$ -	\$ 587,856	16.0%	\$ 603,221	\$ (15,364)	-2.5%
EXPENDITURES									
Administration	\$ 847,508	\$ 36,943	\$ 36,943	\$ 49,678	\$ 86,621	4.4%	\$ 23,330	\$ 13,613	58.4%
Fitness Center	660,790	31,438	31,438	46,846	78,283	4.8%	21,640	9,797	45.3%
Aquatic Center	807,631	38,113	38,113	81,107	119,220	4.7%	18,467	19,646	106.4%
Aquatic Recreation Prog.	286,016	13,545	13,545	-	13,545	4.7%	7,083	6,462	91.2%
Children's Programs	84,865	3,526	3,526	17,332	20,858	4.2%	243	3,283	1349.1%
Preschool Programs	238,979	15,062	15,062	2,903	17,965	6.3%	7,832	7,230	92.3%
Youth Programs	141,793	3,000	3,000	-	3,000	2.1%	974	2,026	207.9%
Adult Programs	44,389	631	631	21,583	22,214	1.4%	392	239	60.9%
Pioneer Programs	71,334	-	-	19,920	19,920	0.0%	-	-	N/A
Special Events and Trips	81,940	3,343	3,343	6,092	9,435	4.1%	5,789	(2,445)	-42.2%
Marketing	363,335	17,318	17,318	5,773	23,090	4.8%	17,411	(93)	-0.5%
Capital Outlay	220,000	-	-	-	-	0.0%	-	-	N/A
TOTAL EXPENDITURES	\$ 3,848,579	\$ 162,918	\$ 162,918	\$ 251,233	\$ 414,151	4.2%	\$ 103,161	\$ 59,756	57.9%
TRANSFERS OUT	\$ 81,011	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	N/A
TOTAL EXPENDITURES AND TRANSFERS OUT	\$ 3,929,590	\$ 162,918	\$ 162,918	\$ 251,233	\$ 414,151	4.1%	\$ 103,161	\$ 59,756	57.9%
REVENUES OVER (UNDER) EXPENDITURES	\$ (257,120)	\$ 424,939	\$ 424,939	\$ (251,233)	\$ 173,706	-165.3%	\$ 500,059	\$ (75,121)	-15.0%

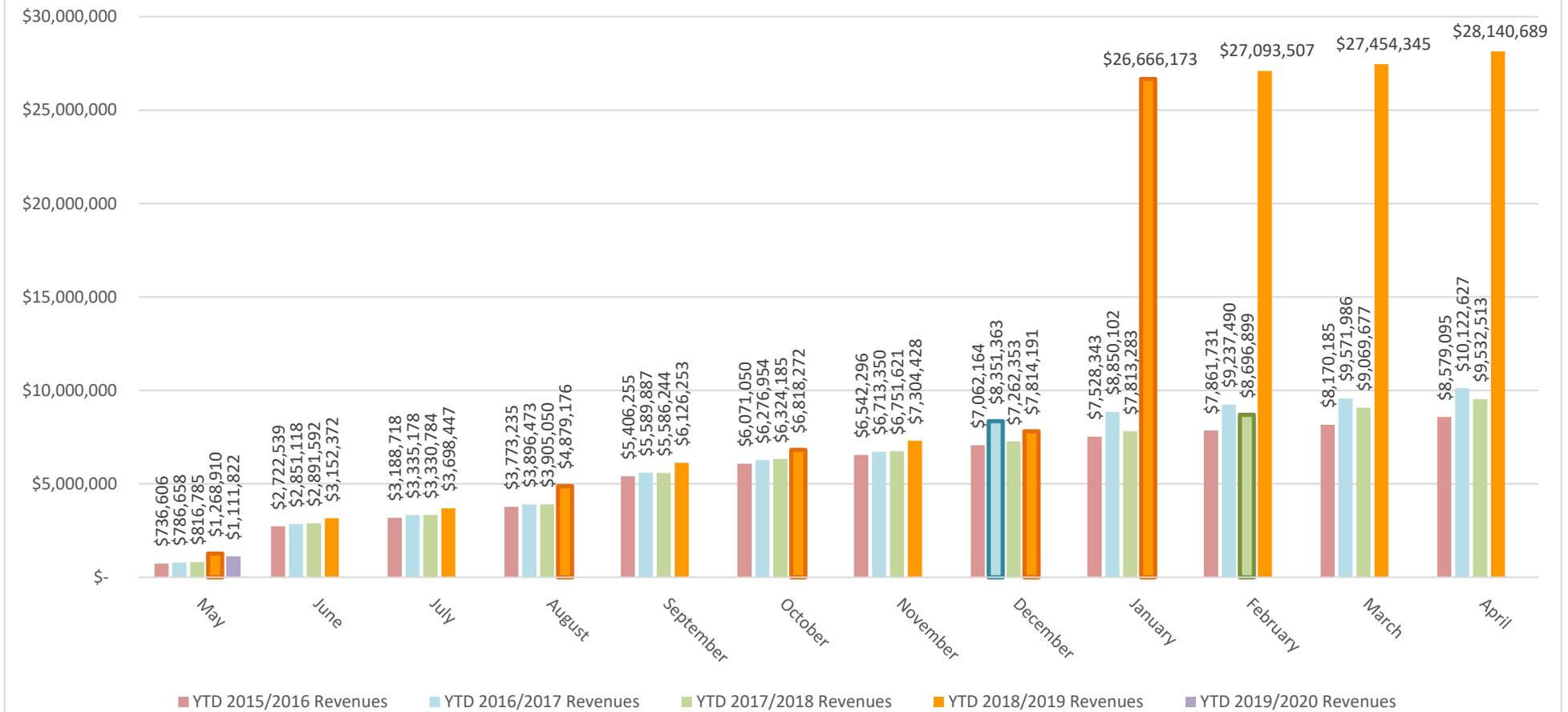
Note> Fiscal year 2019/2020 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

Oak Brook Park District
Tennis Center (Recreational Facilities Fund) Revenue and Expense Summary - Unaudited
Fiscal Year-to-Date Activity through May 31, 2019 and 2018
8.33% completed (1 out of 12 months)

	Fiscal Year 2019/2020- Highlighted items reflect more than 8.33% variance							Highlighted items reflect more than 10% change		
	Original Annual Budget	May 2019 Actual	Year-To-Date Actual	Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2018/2019 Year-To-Date Actual	2019/2020 Y-T-D Actual Higher/ (Lower) than 2018/2019 Y-T-D	Percent Change	
REVENUES										
Administration	\$ 18,000	\$ 1,656	\$ 1,656	\$ -	\$ 1,656	9.2%	\$ 285	\$ 1,371	480.8%	
Building- Racquet Club	500	-	-	-	-	0.0%	-	-	N/A	
Programs- Racquet Club	1,688,500	313,721	313,721	-	313,721	18.6%	275,653	38,068	13.8%	
TOTAL REVENUES	\$ 1,707,000	\$ 315,377	\$ 315,377	\$ -	\$ 315,377	18.5%	\$ 275,938	\$ 39,439	14.3%	
EXPENSES										
Administration	\$ 708,843	\$ 37,894	\$ 37,894	\$ 610	\$ 38,504	5.3%	\$ 19,106	\$ 18,788	98.3%	
Building- Racquet Club	365,010	8,266	8,266	43,092	51,358	2.3%	7,237	1,029	14.2%	
Programs- Racquet Club	694,500	47,046	47,046	4,261	51,307	6.8%	22,363	24,683	110.4%	
Capital Outlay	260,000	-	-	16,712	16,712	0.0%	-	-	N/A	
TOTAL EXPENSES	\$ 2,028,353	\$ 93,206	\$ 93,206	\$ 64,676	\$ 157,882	4.6%	\$ 48,706	\$ 44,500	91.4%	
REVENUES OVER (UNDER) EXPENSES	\$ (321,353)	\$ 222,171	\$ 222,171	\$ (64,676)	\$ 157,495	-69.1%	\$ 227,232	\$ (5,061)	-2.2%	

Note> Fiscal year 2019/2020 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

Oak Brook Park District- Consolidated Year-to-Date Revenues (excluding transfers in)



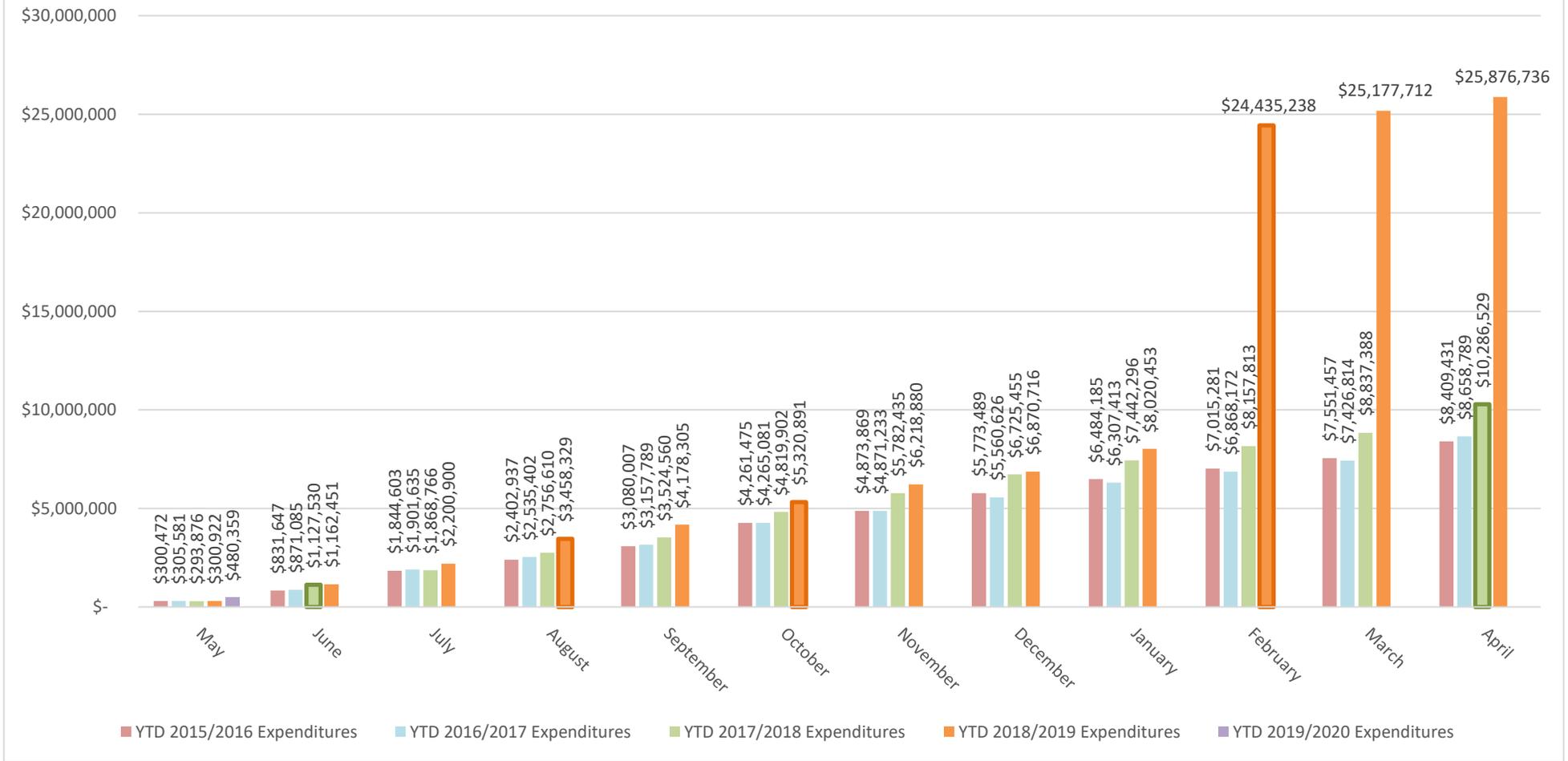
NOTES

2016/2017: In December 2016 we recorded \$1,163,610 in bond proceeds in the Capital Projects Fund. This is the primary reason for the large increase in YTD revenues during FY 2016/2017.

2017/2018: In February 2018 we recorded \$500,000 in debt certificate proceeds in the Capital Projects Fund and such proceeds are being used to fund the construction of the universal playground. This is one reason for the large increase in YTD revenues.

2018/2019: Historically, we have received the largest portions of our property taxes in June and September. In FY 2018/2019 we received approximately \$418,000 in property taxes in May and another \$522,000 in August; a month earlier than usual. In addition, this fiscal year is benefitting from approximately \$229,000 in new revenues related to our management of the Village's aquatic center. Tennis group lesson revenue is also significantly higher than prior year. In January 2019 the District received approximately \$18.1 million in bond proceeds to be used for the purchase of 34 acres of land.

Oak Brook Park District- Consolidated Year-to-Date Expenditures/Expenses (excluding transfers out)

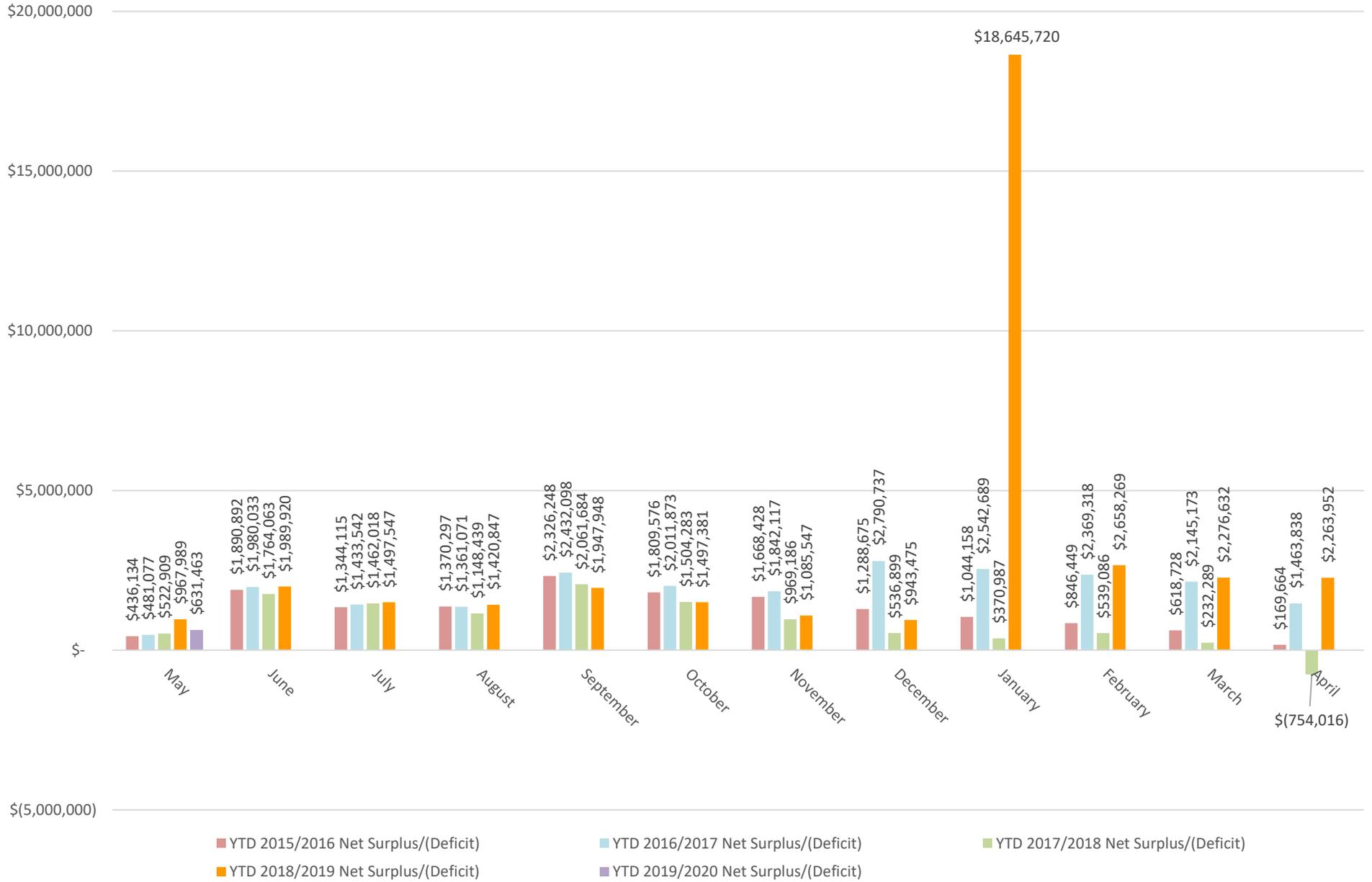


NOTES

2017/2018: During June 2017 and 2018 the Park District recognized three payroll disbursements when compared to two disbursements in June of 2015 & 2016. This is one of the reasons for the increased Y-T-D expenditures in June 2017 and 2018 over the same period in 2016 and 2015. The increased expenditures as of April 30, 2018 are primarily due to increased capital expenditures in our Capital Projects Fund (family locker room) and Tennis Center (HVAC upgrade, reflective ceiling).

2018/2019: The large increase in expenditures during August 2018 is due to the additional capital costs incurred for our Central Park improvement project. During that month we recognized \$502,035 in capital costs which brings the YTD total to \$936,997. In the prior year we had only recognized \$43,525 in capital costs as of the end of August 2017. Additionally, this fiscal year includes new expenditures related to our management of the Village's aquatic center. In February 2019 the District recorded \$15.8 million in capital expenditures for the purchase of 34 acres of land.

Oak Brook Park District- Consolidated Year-to-Date Net Surplus/(Deficit)





OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENSE REPORT
MAY, 2019

FUND NAME	CURRENT MONTH ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET
GENERAL CORPORATE FUND			
REVENUE	\$ 134,552	\$ 134,552	\$ 2,794,390
EXPENSES	\$ 163,672	\$ 163,672	\$ 3,112,869
SURPLUS/(DEFICIT)	<u>\$ (29,120)</u>	<u>\$ (29,120)</u>	<u>\$ (318,479)</u>
RECREATION FUND			
REVENUE	\$ 587,856	\$ 587,856	\$ 3,672,469
EXPENSES	\$ 162,918	\$ 162,918	\$ 3,929,590
SURPLUS/(DEFICIT)	<u>\$ 424,938</u>	<u>\$ 424,938</u>	<u>\$ (257,120)</u>
IMRF FUND			
REVENUE	\$ 10,858	\$ 10,858	\$ 174,687
EXPENSES	\$ 20,941	\$ 20,941	\$ 200,000
SURPLUS/(DEFICIT)	<u>\$ (10,083)</u>	<u>\$ (10,083)</u>	<u>\$ (25,313)</u>
LIABILITY INSURANCE FUND			
REVENUE	\$ 6,167	\$ 6,167	\$ 180,816
EXPENSES	\$ 2,558	\$ 2,558	\$ 162,207
SURPLUS/(DEFICIT)	<u>\$ 3,609</u>	<u>\$ 3,609</u>	<u>\$ 18,608</u>
AUDIT FUND			
REVENUE	\$ 19	\$ 19	\$ 250
EXPENSES	\$ -	\$ -	\$ 13,113
SURPLUS/(DEFICIT)	<u>\$ 19</u>	<u>\$ 19</u>	<u>\$ (12,863)</u>
DEBT SERVICE FUND			
REVENUE	\$ 37,595	\$ 37,595	\$ 1,978,533
EXPENSES	\$ -	\$ -	\$ 1,977,969
SURPLUS/(DEFICIT)	<u>\$ 37,595</u>	<u>\$ 37,595</u>	<u>\$ 564</u>



OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENSE REPORT
MAY, 2019

FUND NAME	CURRENT MONTH ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET
RECREATIONAL FACILITIES FUND (TENNIS CENTER)			
REVENUE	\$ 315,377	\$ 315,377	\$ 1,707,000
EXPENSES	\$ 93,206	\$ 93,206	\$ 2,028,353
SURPLUS/(DEFICIT)	<u>\$ 222,171</u>	<u>\$ 222,171</u>	<u>\$ (321,353)</u>
SPORTS CORE FUND			
REVENUE	\$ 3,689	\$ 3,689	\$ 222,929
EXPENSES	\$ 3,689	\$ 3,689	\$ 221,223
SURPLUS/(DEFICIT)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,705</u>
SPECIAL RECREATION FUND			
REVENUE	\$ 2,857	\$ 2,857	\$ 130,321
EXPENSES	\$ 3,686	\$ 3,686	\$ 117,200
SURPLUS/(DEFICIT)	<u>\$ (829)</u>	<u>\$ (829)</u>	<u>\$ 13,121</u>
CAPITAL PROJECT FUND			
REVENUE	\$ 1,578	\$ 1,578	\$ 317,000
EXPENSES	\$ -	\$ -	\$ 756,000
SURPLUS/(DEFICIT)	<u>\$ 1,578</u>	<u>\$ 1,578</u>	<u>\$ (439,000)</u>
SOCIAL SECURITY FUND			
REVENUE	\$ 11,273	\$ 11,273	\$ 282,469
EXPENSES	\$ 29,690	\$ 29,690	\$ 266,563
SURPLUS/(DEFICIT)	<u>\$ (18,416)</u>	<u>\$ (18,416)</u>	<u>\$ 15,906</u>
SUMMARY			
REVENUE	\$ 1,111,822	\$ 1,111,822	\$ 11,460,863
EXPENSES	\$ 480,359	\$ 480,359	\$ 12,785,087
SURPLUS/(DEFICIT)	<u>\$ 631,463</u>	<u>\$ 631,463</u>	<u>\$ (1,324,224)</u>

OAK BROOK PARK DISTRICT
CONSOLIDATED AGENCY TREASURER'S REPORT
MAY, 2019

		CONSOLIDATED
		TOTALS
REVENUES		
Property Taxes	\$	113,145
Back Taxes		-
Replacement Taxes		47,599
Recreation Program Fees		608,305
Rec/Fitness Center Fees		77,201
Rec/Aquatic Center Fees		168,688
Sports Core - Bath & Tennis		3,689
FRC/Building Rental Fees		12,245
Theme Party Rental Fees		604
Recreation Center Fees		14,782
CPW Building Rentals		4,046
Field Rentals		37,951
Interest		4,880
Grant Proceeds		-
Debt Certificate Proceeds		-
Transfers		-
Donations		-
Sponsorship		16,400
Miscellaneous		2,286
TOTAL- REVENUES	\$	1,111,822
DISBURSEMENTS		
Warrant No.623	\$	111,510
May Payroll		368,850
TOTAL DISBURSEMENTS	\$	480,359

**Oak Brook Park District
Consolidated Agency Balance Sheet
as of May 31, 2019**

ASSETS	Consolidated Totals
Current Assets	
Cash and Investments	\$ 7,653,429
Receivables - Net of Allowances	-
Property Taxes	4,671,112
Accounts	379,204
Due from Other Funds	(2,529)
Prepays	9,653
Inventories	15,238
Total Current Assets	\$ 12,726,107
Noncurrent Assets	
Capital Assets	
Nondepreciable	40,475
Construction in Process	-
Depreciable	4,608,995
Accumulated Depreciation	(3,051,661)
Total Noncurrent Assets	1,597,809
Total Assets	14,323,916
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Items-IMRF	96,253
Total Assets and Deferred outflows of Resources	14,420,169
LIABILITIES	
Accounts Payable	39,087
Accrued Payroll	46,709
Other Payables	594,324
Due To Other Funds	-
Compensated Absences Payable	2,827
Total Liabilities	682,948
Noncurrent Liabilities	
Compensated Absences Payable	11,310
Net Pension Liability - IMRF	21,014
Total Noncurrent Liabilities	32,324
Total Liabilities	715,272
DEFERRED INFLOWS OF RESOURCES	
Deferred Items - IMRF	182,013
Property Taxes	4,671,112
Total Liabilities and Deferred Inflows of Resources	5,568,397
FUND BALANCES	
Net Investment in Capital Assets	1,597,808
Nonspendable	6,653
Restricted	397,369
Committed	4,764,273
Unassigned	2,085,669
Total Fund Balances	8,851,772
Total Liabilities, Deferred Inflows of Resources and Fund Balances	14,420,169

User: mkorman

EXP CHECK RUN DATES 06/17/2019 - 06/17/2019

DB: Oak Brook Park

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN
WARRANT NO. 624

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
37941	A FREEDOM FLAG CO.	05/08/2019	06/17/2019	1,922.95	1,922.95	Open	Y
38039	ABC PRINTING COMPANY	04/30/2019	06/17/2019	167.25	167.25	Open	Y
37954	ALL STAR SPORTS INSTRUCTION	05/02/2019	06/17/2019	636.00	636.00	Open	Y
37961	ANDERSON LANDSCAPE SUPPLY	05/15/2019	06/17/2019	96.00	96.00	Open	Y
37940	AQUA PURE ENTERPRISES, INC.	05/17/2019	06/17/2019	1,495.95	1,495.95	Open	Y
38002	AQUA PURE ENTERPRISES, INC.	02/14/2019	06/17/2019	1,297.50	1,297.50	Open	Y
38102	AQUA PURE ENTERPRISES, INC.	04/30/2019	06/17/2019	704.39	704.39	Open	N
38073	CAMPFIRE CONCEPTS	05/28/2019	06/17/2019	1,000.00	1,000.00	Open	Y
37974	CARDMEMBER SERVICE	05/17/2019	06/17/2019	(3.13)	(3.13)	Open	Y
37975	CARDMEMBER SERVICE	04/26/2019	06/17/2019	26.98	26.98	Open	Y
37976	CARDMEMBER SERVICE	04/30/2019	06/17/2019	143.99	143.99	Open	Y
37977	CARDMEMBER SERVICE	04/30/2019	06/17/2019	193.50	193.50	Open	Y
37978	CARDMEMBER SERVICE	05/27/2019	06/17/2019	55.00	55.00	Open	Y
37979	CARDMEMBER SERVICE	05/27/2019	06/17/2019	315.00	315.00	Open	Y
37980	CARDMEMBER SERVICE	05/27/2019	06/17/2019	282.28	282.28	Open	Y
37981	CARDMEMBER SERVICE	05/27/2019	06/17/2019	993.14	993.14	Open	Y
37982	CARDMEMBER SERVICE	05/27/2019	06/17/2019	1,163.23	1,163.23	Open	Y
37983	CARDMEMBER SERVICE	05/27/2019	06/17/2019	152.40	152.40	Open	Y
37984	CARDMEMBER SERVICE	05/27/2019	06/17/2019	2,291.09	2,291.09	Open	Y
37985	CARDMEMBER SERVICE	05/27/2019	06/17/2019	227.70	227.70	Open	Y
37986	CARDMEMBER SERVICE	05/27/2019	06/17/2019	83.02	83.02	Open	Y
37987	CARDMEMBER SERVICE	05/27/2019	06/17/2019	428.26	428.26	Open	Y
37988	CARDMEMBER SERVICE	05/27/2019	06/17/2019	253.46	253.46	Open	Y
37989	CARDMEMBER SERVICE	05/27/2019	06/17/2019	397.94	397.94	Open	Y
38038	CARDMEMBER SERVICE	05/27/2019	06/17/2019	222.13	222.13	Open	Y
38042	CARDMEMBER SERVICE	05/27/2019	06/17/2019	1,498.27	1,498.27	Open	Y
38043	CARDMEMBER SERVICE	05/27/2019	06/17/2019	1,817.36	1,817.36	Open	Y
38045	CARDMEMBER SERVICE	05/27/2019	06/17/2019	868.19	868.19	Open	Y
38046	CARDMEMBER SERVICE	05/27/2019	06/17/2019	2,625.25	2,625.25	Open	Y
38076	CARDMEMBER SERVICE	04/30/2019	06/17/2019	525.52	525.52	Open	Y
38077	CARDMEMBER SERVICE	04/30/2019	06/17/2019	1,494.16	1,494.16	Open	Y
38078	CARDMEMBER SERVICE	04/30/2019	06/17/2019	1,466.17	1,466.17	Open	Y
38079	CARDMEMBER SERVICE	05/27/2019	06/17/2019	2,138.75	2,138.75	Open	Y
38080	CARDMEMBER SERVICE	05/27/2019	06/17/2019	1,798.78	1,798.78	Open	Y
38081	CARDMEMBER SERVICE	04/30/2019	06/17/2019	309.98	309.98	Open	Y
38082	CARDMEMBER SERVICE	05/27/2019	06/17/2019	3,271.43	3,271.43	Open	Y
38083	CARDMEMBER SERVICE	04/30/2019	06/17/2019	4,208.24	4,208.24	Open	Y
38084	CARDMEMBER SERVICE	05/27/2019	06/17/2019	3,631.75	3,631.75	Open	Y
38085	CARDMEMBER SERVICE	05/27/2019	06/17/2019	1,243.98	1,243.98	Open	Y
38086	CARDMEMBER SERVICE	05/27/2019	06/17/2019	1,293.30	1,293.30	Open	Y
38087	CARDMEMBER SERVICE	05/27/2019	06/17/2019	1,456.88	1,456.88	Open	Y
38088	CARDMEMBER SERVICE	05/27/2019	06/17/2019	2,572.70	2,572.70	Open	Y
38100	CARDMEMBER SERVICE	05/27/2019	06/17/2019	4,182.20	4,182.20	Open	N
38101	CARDMEMBER SERVICE	04/30/2019	06/17/2019	1,058.11	1,058.11	Open	N
37939	CEMCON LTD	05/07/2019	06/17/2019	1,865.00	1,865.00	Open	Y
38029	CHICAGO TRIBUNE MEDIA GROUP	04/04/2019	06/17/2019	30.69	30.69	Open	Y
38108	CLASSIC LANDSCAPE, LTD.	06/01/2019	06/17/2019	6,860.00	6,860.00	Open	N

User: mkorman

EXP CHECK RUN DATES 06/17/2019 - 06/17/2019

DB: Oak Brook Park

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
38008	COM ED	05/31/2019	06/17/2019	34.76	34.76	Open	Y
38044	COM ED	05/03/2019	06/17/2019	31.48	31.48	Open	Y
38068	CTUC	06/08/2019	06/17/2019	1,100.50	1,100.50	Open	Y
38098	DAILY HERALD	05/18/2019	06/17/2019	342.70	342.70	Open	N
38094	DIRECT ENERGY BUSINESS	06/05/2019	06/17/2019	302.35	302.35	Open	Y
38095	DIRECT ENERGY BUSINESS	06/05/2019	06/17/2019	4,425.24	4,425.24	Open	Y
38054	DIRECT FITNESS SOLUTIONS, INC.	05/03/2019	06/17/2019	2,954.00	2,954.00	Open	Y
37962	EBEL'S ACE HARDWARE #8313	05/01/2019	06/17/2019	36.02	36.02	Open	Y
37963	EBEL'S ACE HARDWARE #8313	05/17/2019	06/17/2019	22.28	22.28	Open	Y
37964	EBEL'S ACE HARDWARE #8313	05/10/2019	06/17/2019	68.32	68.32	Open	Y
38024	EBEL'S ACE HARDWARE #8313	06/06/2019	06/17/2019	65.10	65.10	Open	Y
38049	ELMHURST MEMORIAL OCCUPATIONAL	06/10/2019	06/17/2019	384.00	384.00	Open	Y
37969	ENVISION HEALTHCARE INC	06/01/2019	06/17/2019	36.00	36.00	Open	Y
38026	FED EX	05/22/2019	06/17/2019	54.89	54.89	Open	Y
38012	FITNESS EQUIPMENT SERVICES	05/29/2019	06/17/2019	114.00	114.00	Open	Y
38058	FITNESS EQUIPMENT SERVICES	05/22/2019	06/17/2019	4,800.00	4,800.00	Open	Y
37990	FLAGG CREEK WATER RECLAMATION	05/25/2019	06/17/2019	2,203.85	2,203.85	Open	Y
37991	FLAGG CREEK WATER RECLAMATION	05/25/2019	06/17/2019	21.95	21.95	Open	Y
37992	FLAGG CREEK WATER RECLAMATION	05/25/2019	06/17/2019	99.92	99.92	Open	Y
37993	FLAGG CREEK WATER RECLAMATION	05/25/2019	06/17/2019	24.70	24.70	Open	Y
38006	FLUID RUNNING LLC	06/03/2019	06/17/2019	6,535.50	6,535.50	Open	Y
38027	GEORGELO PIZZA - CHICAGO, INC.	05/10/2019	06/17/2019	192.50	192.50	Open	Y
38028	GEORGELO PIZZA - CHICAGO, INC.	05/30/2019	06/17/2019	189.50	189.50	Open	Y
37966	HAGG PRESS	05/07/2019	06/17/2019	225.00	225.00	Open	Y
37994	HAGG PRESS	04/09/2019	06/17/2019	375.00	375.00	Open	Y
37995	HAGG PRESS	04/03/2019	06/17/2019	300.00	300.00	Open	Y
37960	HALOGEN SUPPLY COMPANY, INC.	05/30/2019	06/17/2019	50.44	50.44	Open	Y
37947	HI TOUCH BUSINESS SERVICES	05/16/2019	06/17/2019	155.98	155.98	Open	Y
37948	HI TOUCH BUSINESS SERVICES	05/23/2019	06/17/2019	225.08	225.08	Open	Y
37949	HI TOUCH BUSINESS SERVICES	05/29/2019	06/17/2019	121.93	121.93	Open	Y
38097	HI TOUCH BUSINESS SERVICES	06/10/2019	06/17/2019	71.10	71.10	Open	N
38099	HI TOUCH BUSINESS SERVICES	06/07/2019	06/17/2019	191.60	191.60	Open	N
38105	HINSDALE HOSPITAL FOUNDATION-	05/17/2019	06/17/2019	11,870.00	11,870.00	Open	N
37956	HINSDALE NURSERIES INC	05/23/2019	06/17/2019	54.00	54.00	Open	Y
38013	HINSDALE NURSERIES INC	05/23/2019	06/17/2019	54.00	54.00	Open	Y
38030	HOME DEPOT CREDIT SERVICES	04/30/2019	06/17/2019	8.15	8.15	Open	Y
38031	HOME DEPOT CREDIT SERVICES	05/06/2019	06/17/2019	30.48	30.48	Open	Y
38032	HOME DEPOT CREDIT SERVICES	05/02/2019	06/17/2019	42.67	42.67	Open	Y
38033	HOME DEPOT CREDIT SERVICES	05/07/2019	06/17/2019	14.48	14.48	Open	Y
38034	HOME DEPOT CREDIT SERVICES	05/05/2019	06/17/2019	91.87	91.87	Open	Y
38035	HOME DEPOT CREDIT SERVICES	05/01/2019	06/17/2019	91.23	91.23	Open	Y
38036	HOME DEPOT CREDIT SERVICES	05/06/2019	06/17/2019	74.10	74.10	Open	Y
38037	HOME DEPOT CREDIT SERVICES	05/06/2019	06/17/2019	59.02	59.02	Open	Y
38075	HOME DEPOT CREDIT SERVICES	05/09/2019	06/17/2019	240.64	240.64	Open	Y
37968	HP PRODUCTS	05/29/2019	06/17/2019	370.35	370.35	Open	Y
38007	HP PRODUCTS	05/24/2019	06/17/2019	2,037.76	2,037.76	Open	Y
38071	HSM - STANLEY CONVERGENT	06/01/2019	06/17/2019	3,420.84	3,420.84	Open	Y

User: mkorman

EXP CHECK RUN DATES 06/17/2019 - 06/17/2019

DB: Oak Brook Park

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
38018	JAMES LEZATTE	05/31/2019	06/17/2019	489.00	489.00	Open	Y
38047	JONES TRAVEL	05/17/2019	06/17/2019	959.00	959.00	Open	Y
37998	KLUBER ARCHITECTS & ENGINEERS	04/30/2019	06/17/2019	16,712.44	16,712.44	Open	Y
38066	KLUBER ARCHITECTS & ENGINEERS	04/30/2019	06/17/2019	4,475.00	4,475.00	Open	Y
38056	LAKESHORE ATHLETIC SERVICES	05/13/2019	06/17/2019	782.50	782.50	Open	Y
38070	LAKESHORE ATHLETIC SERVICES	06/01/2019	06/17/2019	1,045.00	1,045.00	Open	Y
37945	LIFTOFF LLC	04/15/2019	06/17/2019	2,436.00	2,436.00	Open	Y
37946	LIZ LITWIN	05/31/2019	06/17/2019	81.33	81.33	Open	Y
37944	MANAGEMENT ASSOCIATION OF IL	05/01/2019	06/17/2019	1,040.00	1,040.00	Open	Y
38072	MARKET ACCESS CORP.	06/01/2019	06/17/2019	545.00	545.00	Open	Y
37996	MASTERBLEND INTERNATIONAL LLC	05/09/2019	06/17/2019	1,377.60	1,377.60	Open	Y
38067	MODESTO TECHNOLOGIES	06/08/2019	06/17/2019	40.00	40.00	Open	Y
37943	NEVCO INC	05/09/2019	06/17/2019	1,202.70	1,202.70	Open	Y
38053	NEXT GENERATION	05/29/2019	06/17/2019	516.25	516.25	Open	Y
38057	NEXT GENERATION	04/30/2019	06/17/2019	5,256.70	5,256.70	Open	Y
38060	NEXT GENERATION	05/31/2019	06/17/2019	740.00	740.00	Open	Y
38096	NEXT GENERATION	06/07/2019	06/17/2019	117.00	117.00	Open	N
37999	NICOR GAS	05/31/2019	06/17/2019	237.73	237.73	Open	Y
38000	NICOR GAS	05/31/2019	06/17/2019	1,116.27	1,116.27	Open	Y
38041	NORMAN J. LANDRUM	06/05/2019	06/17/2019	946.00	946.00	Open	Y
37967	NORTHERN PRINT NETWORK	05/10/2019	06/17/2019	164.25	164.25	Open	Y
38015	NORTHERN PRINT NETWORK	05/17/2019	06/17/2019	267.25	267.25	Open	Y
38052	NORTHERN PRINT NETWORK	05/13/2019	06/17/2019	984.00	984.00	Open	Y
38003	OAK BROOK PARK DISTRICT	04/15/2019	06/17/2019	2,978.88	2,978.88	Open	Y
37997	OAK BROOK REAL ESTATE	04/10/2019	06/17/2019	500.00	500.00	Open	Y
38021	PETTY CASH - CORPORATE ADMIN.	06/04/2019	06/17/2019	18.67	18.67	Open	Y
38020	PETTY CASH-RECREATION DEPT.	06/04/2019	06/17/2019	197.96	197.96	Open	Y
38009	PFEIFFER'S PEST CONTROL	05/31/2019	06/17/2019	200.00	200.00	Open	Y
38010	PFEIFFER'S PEST CONTROL	05/31/2019	06/17/2019	200.00	200.00	Open	Y
38048	PIONEER MANUFACTURING CO.	05/13/2019	06/17/2019	11,933.00	11,933.00	Open	Y
38064	PRODUCTIVE PARKS	05/01/2019	06/17/2019	2,800.00	2,800.00	Open	Y
37957	QUENCH	06/01/2019	06/17/2019	111.24	111.24	Open	Y
38001	QUEST DIAGNOSTICS	05/28/2019	06/17/2019	1,588.40	1,588.40	Open	Y
37950	RANDALL INDUSTRIES	05/16/2019	06/17/2019	1,231.00	1,231.00	Open	Y
38104	ROBBINS SCHWARTZ	05/31/2019	06/17/2019	11,969.92	11,969.92	Open	N
38065	SERVICE SANITATION, INC.	05/13/2019	06/17/2019	682.50	682.50	Open	Y
37973	SHOREWOOD HOME & AUTO INC	05/20/2019	06/17/2019	173.87	173.87	Open	Y
38014	SITEONE LANDSCAPE SUPPLY LLC	05/23/2019	06/17/2019	370.33	370.33	Open	Y
38040	SITEONE LANDSCAPE SUPPLY LLC	06/05/2019	06/17/2019	906.69	906.69	Open	Y
37942	SMART INDUSTRY PRODUCTS	05/15/2019	06/17/2019	1,312.27	1,312.27	Open	Y
38061	SONITROL CHICAGOLAND WEST	05/10/2019	06/17/2019	162.00	162.00	Open	Y
38062	SONITROL CHICAGOLAND WEST	05/10/2019	06/17/2019	1,356.00	1,356.00	Open	Y
38011	SPRINT PHONE	05/29/2019	06/17/2019	17.25	17.25	Open	Y
38019	STARBUCKS COFFEE COMPANY	06/05/2019	06/17/2019	106.76	106.76	Open	Y
38050	STERLING NETWORK INTEGRATION	04/30/2019	06/17/2019	2,610.00	2,610.00	Open	Y
38059	STERLING NETWORK INTEGRATION	06/03/2019	06/17/2019	1,642.80	1,642.80	Open	Y
37958	TAMELING INDUSTRIES INC.	05/16/2019	06/17/2019	344.00	344.00	Open	Y

User: mkorman

EXP CHECK RUN DATES 06/17/2019 - 06/17/2019

DB: Oak Brook Park

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
37953	THE EMPLOYERS ASSOCIATION	05/29/2019	06/17/2019	133.00	133.00	Open	Y
38063	THINKGARD LLC	06/02/2019	06/17/2019	678.03	678.03	Open	Y
38074	THINKGARD LLC	05/28/2019	06/17/2019	2,479.80	2,479.80	Open	Y
38103	THOMAS PUMP COMPANY INC	05/28/2019	06/17/2019	16,360.00	16,360.00	Open	N
37965	TIRE TRACKS	05/21/2019	06/17/2019	23.70	23.70	Open	Y
37951	TRUGREEN	05/29/2019	06/17/2019	3,800.00	3,800.00	Open	Y
37952	TRUGREEN	05/29/2019	06/17/2019	3,100.00	3,100.00	Open	Y
37959	TYCO INTEGRATED SECURITY LLC	05/11/2019	06/17/2019	253.53	253.53	Open	Y
37970	TYCO INTEGRATED SECURITY LLC	05/11/2019	06/17/2019	273.00	273.00	Open	Y
38025	U.S. POSTMASTER	05/20/2019	06/17/2019	235.00	235.00	Open	Y
38004	UNIVAR USA INC.	05/21/2019	06/17/2019	278.59	278.59	Open	Y
38005	UNIVAR USA INC.	05/21/2019	06/17/2019	2,247.70	2,247.70	Open	Y
38106	VERIZON WIRELESS	05/17/2019	06/17/2019	1,058.59	1,058.59	Open	N
37971	VILLA PARK ELECTRICAL SUPPLY	05/06/2019	06/17/2019	47.48	47.48	Open	Y
37972	VILLA PARK ELECTRICAL SUPPLY	05/08/2019	06/17/2019	41.81	41.81	Open	Y
38051	VILLA PARK OFFICE EQUIPMENT	04/30/2019	06/17/2019	389.99	389.99	Open	Y
38055	VILLAGE OF OAK BROOK	05/16/2019	06/17/2019	786.96	786.96	Open	Y
38023	VILLAGE OF OAK BROOK	04/16/2019	06/17/2019	671.07	671.07	Open	Y
38089	VILLAGE OF OAK BROOK	06/07/2019	06/17/2019	6,268.00	6,268.00	Open	Y
38090	VILLAGE OF OAK BROOK	06/07/2019	06/17/2019	241.00	241.00	Open	Y
38091	VILLAGE OF OAK BROOK	06/07/2019	06/17/2019	52.00	52.00	Open	Y
38092	VILLAGE OF OAK BROOK	06/07/2019	06/17/2019	20.50	20.50	Open	Y
38093	VILLAGE OF OAK BROOK	06/07/2019	06/17/2019	62.50	62.50	Open	Y
37955	WAREHOUSE DIRECT WORKPLACE	05/13/2019	06/17/2019	20.35	20.35	Open	Y
38022	WAREHOUSE DIRECT WORKPLACE	04/17/2019	06/17/2019	1,423.24	1,423.24	Open	Y
38107	WIGHT & COMPANY	04/30/2019	06/17/2019	8,092.88	8,092.88	Open	N
38016	WILSON SPORTING GOODS	05/30/2019	06/17/2019	168.80	168.80	Open	Y
38017	WILSON SPORTING GOODS	06/05/2019	06/17/2019	163.80	163.80	Open	Y
38069	WILSON SPORTING GOODS	05/30/2019	06/17/2019	753.23	753.23	Open	Y

# of Invoices:	169	# Due:	169	Totals:	240,050.26	240,050.26
# of Credit Memos:	1	# Due:	1	Totals:	(3.13)	(3.13)
Net of Invoices and Credit Memos:					<u>240,047.13</u>	<u>240,047.13</u>

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			81,067.04	81,067.04		
	02 - RECREATION FUND			86,251.84	86,251.84		
	07 - RECREATIONAL FACILITIES FUND			36,119.58	36,119.58		
	08 - SPORTS CORE			5,715.79	5,715.79		
	09 - SPECIAL RECREATION FUND			100.00	100.00		
	12 - CAPITAL PROJECTS FUND			30,792.88	30,792.88		
--- TOTALS BY DEPT/ACTIVITY ---							
	01 - ADMINISTRATION CORPORATE			26,827.31	26,827.31		
	02 - FINANCE			2,838.71	2,838.71		
	04 - CENTRAL PARK NORTH			4,631.48	4,631.48		
	05 - CENTRAL PARK			29,163.85	29,163.85		
	06 - SADDLEBROOK PARK			1,602.77	1,602.77		
	07 - FOREST GLEN PARK			1,280.10	1,280.10		
	08 - CHILLEM PARK			230.00	230.00		
	09 - DEAN PROPERTY			837.23	837.23		
	10 - PROFESSIONAL SERVICES			14,799.92	14,799.92		
	15 - BUILDING/RECREATION CENTER			15,717.25	15,717.25		
	20 - CENTRAL PARK WEST			942.62	942.62		
	21 - FITNESS CENTER			12,121.14	12,121.14		
	25 - AQUATIC CENTER			18,103.80	18,103.80		
	26 - AQUATIC-RECREATION PROGRAMS			7,073.99	7,073.99		
	30 - CHILDRENS PROGRAMS			964.47	964.47		
	31 - PRESCHOOL PROGRAMS			1,540.69	1,540.69		
	32 - YOUTH PROGRAMS			936.31	936.31		
	40 - ADULT PROGRAMS			1,069.33	1,069.33		
	50 - PIONEER PROGRAMS			3,101.58	3,101.58		
	60 - SPECIAL EVENTS & TRIPS			25,904.61	25,904.61		
	71 - BUILDING/RACQUET CLUB			6,381.37	6,381.37		
	75 - PROGRAMS/RACQUET CLUB			8,755.72	8,755.72		
	80 - MARKETING			24,430.00	24,430.00		
	95 - CAPITAL PROJECTS FUND			30,792.88	30,792.88		

User: mkorman

EXP CHECK RUN DATES 05/23/2019 - 06/17/2019

DB: Oak Brook Park

BOTH JOURNALIZED AND UNJOURNALIZED

Inv Ref#	Vendor	PAID		Inv Amt	Amt Due	Status	Jrnalized
		Inv Date	Due Date				
37933	ANGELICA SPEYER	05/11/2019	05/31/2019	58.00	0.00	Paid	Y
37935	ANN BRADLEY	05/14/2019	05/31/2019	113.00	0.00	Paid	Y
37917	CAMPFIRE CONCEPTS	05/01/2019	05/23/2019	325.00	0.00	Paid	Y
37931	CARL CLARK	05/11/2019	05/31/2019	29.00	0.00	Paid	Y
37926	DIRECT ENERGY BUSINESS	05/09/2019	05/29/2019	15,059.25	0.00	Paid	Y
37929	HEIDI BAKER	05/11/2019	05/31/2019	29.00	0.00	Paid	Y
37916	ILLINOIS STATE POLICE	05/01/2019	05/23/2019	500.00	0.00	Paid	Y
37928	JENNY KIM	05/11/2019	05/31/2019	56.49	0.00	Paid	Y
37927	JULIE O DAY	05/20/2019	05/31/2019	87.00	0.00	Paid	Y
37913	KONICA MINOLTA PREMIER FINANCE	04/23/2019	06/15/2019	924.53	0.00	Paid	Y
37914	KONICA MINOLTA PREMIER FINANCE	04/30/2019	06/15/2019	739.00	0.00	Paid	Y
37936	LUCENE KRZENTZ	05/13/2019	05/31/2019	5.00	0.00	Paid	Y
37915	MAILFINANCE	04/08/2019	05/23/2019	2,900.00	0.00	Paid	Y
37932	MEGAN DAVIDSON	05/11/2019	05/31/2019	58.00	0.00	Paid	Y
37934	NAVEEN NEERUKONDA	05/11/2019	05/31/2019	36.66	0.00	Paid	Y
37925	PUBLIC COMMUNICATIONS INC	11/30/2018	05/24/2019	4,750.15	0.00	Paid	Y
37918	THE EMPLOYERS ASSOCIATION	04/23/2019	05/23/2019	126.00	0.00	Paid	Y
37919	THE EMPLOYERS ASSOCIATION	03/26/2019	05/23/2019	126.00	0.00	Paid	Y
37920	THE EMPLOYERS ASSOCIATION	03/26/2019	05/23/2019	126.00	0.00	Paid	Y
37921	THE EMPLOYERS ASSOCIATION	01/22/2019	05/23/2019	426.00	0.00	Paid	Y
37922	THE EMPLOYERS ASSOCIATION	12/14/2018	05/23/2019	119.00	0.00	Paid	Y
37923	THE EMPLOYERS ASSOCIATION	12/14/2018	05/23/2019	119.00	0.00	Paid	Y
37937	THERESA HUPP	05/20/2019	05/31/2019	150.00	0.00	Paid	Y
37930	THERESE MENEZES	05/11/2019	05/31/2019	29.00	0.00	Paid	Y
37938	WIGHT & COMPANY	05/14/2019	05/31/2019	6,310.00	0.00	Paid	Y
# of Invoices:		25	# Due: 0	Totals:	33,201.08	0.00	
# of Credit Memos:		0	# Due: 0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					33,201.08	0.00	

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT
EXP CHECK RUN DATES 05/23/2019 - 06/17/2019
BOTH JOURNALIZED AND UNJOURNALIZED
PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			8,785.72	0.00		
	02 - RECREATION FUND			13,710.45	0.00		
	07 - RECREATIONAL FACILITIES FUND			4,394.91	0.00		
	12 - CAPITAL PROJECTS FUND			6,310.00	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	01 - ADMINISTRATION CORPORATE			8,638.52	0.00		
	02 - FINANCE			3,499.92	0.00		
	05 - CENTRAL PARK			1,009.37	0.00		
	07 - FOREST GLEN PARK			380.88	0.00		
	10 - PROFESSIONAL SERVICES			325.00	0.00		
	15 - BUILDING/RECREATION CENTER			2,585.39	0.00		
	20 - CENTRAL PARK WEST			747.16	0.00		
	21 - FITNESS CENTER			2,072.29	0.00		
	25 - AQUATIC CENTER			3,485.57	0.00		
	71 - BUILDING/RACQUET CLUB			4,059.98	0.00		
	75 - PROGRAMS/RACQUET CLUB			87.00	0.00		
	95 - CAPITAL PROJECTS FUND			6,310.00	0.00		



Oak Brook Park District

1450 Forest Gate Road
Oak Brook, IL 60523

Petty Cash Corporate

Petty Cash for June 2019

Received By	Date	Description	Account Number	Amount
L. Kosey	5/24/19	Guards for Computer Shelf	01-02-740-020	\$3.24
			Total	\$3.24
M. Salinas	5/23/19	NIU-Naperville PDRMA Meeting	01-01-660-002	\$15.43
			Total	\$15.43
			Grand Total	\$18.67



Oak Brook Park District

1450 Forest Gate Road
Oak Brook, IL 60523

Petty Cash Recreation

Petty Cash for June 2019

Received By	Date	Description	Account Number	Amount
D. Thommes	5/7/19	Preschool Supplies	02-31-765-001	\$20.00
	5/13/19	Preschool Supplies	02-31-765-001	\$14.00
	5/16/19	Preschool Supplies	02-31-765-001	\$13.98
	5/16/19	Preschool Graduation Supplies	02-31-765-001	\$40.00
	5/20/19	Preschool Graduation Supplies	02-31-765-001	\$23.00
	5/22/19	Preschool Supplies	02-31-765-001	\$25.85
	5/28/19	Preschool Books	02-31-765-001	\$37.19
		Total		\$174.02
	5/14/19	Food for Burger Competition	02-01-730-001	\$23.94
		Total		\$23.94
		Grand Total		\$197.96



**JULY 2019 IS PARK AND RECREATION MONTH
A PROCLAMATION BY THE
NATIONAL RECREATION AND PARK ASSOCIATION
AND THE OAK BROOK PARK DISTRICT**

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Oak Brook, Illinois and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Oak Brook Park District recognizes the benefits derived from parks and recreation resources as we strive to fulfill our mission statement, "...to provide the *very best* in park and recreational opportunities, facilities and open lands for our community."

THEREFORE, WITH THE U.S. HOUSE OF REPRESENTATIVES AND THE NATIONAL RECREATION AND PARK ASSOCIATION, the **Oak Brook Park District** does hereby proclaim the month of July as "Park and Recreation Month." We call upon park and recreation supporters to join us in recognizing the importance of our nation's parks and recreation facilities and to learn more about how to support the places that bring our communities a higher quality of life, safer places to play and healthy alternatives through recreation programming for everyone.

WE DO ALSO RESOLVE that during "Park and Recreation Month" all citizens enjoy what their community has to offer by taking part in their favorite sports, visiting the outdoors, spending time with family and friends or just relaxing.

Given under our Hand and Seal this 17th Day of June 2019

Tom Truedson, Vice President

Kevin Tan, Treasurer

Frank Trombetta, Commissioner

Lara Suleiman, Commissioner

Sharon R. Knitter, President

Getting To Know

Jamie Rotman

Recreation Intern



Birth date: August 29th.

I decided to work at the OBPD because of all the beautiful facilities.

My favorite childhood memory is boating in Arkansas with my family.

The last good movie I saw: 7 Pounds.

The last good book I read: *Behind Closed Doors.*

My favorite meal: Bacon Cheese Burger & French Fries.

My personal hero: my Dad.

I'd love to meet: Dwayne Johnson.

I'm better than anyone else when it comes to being dedicated and disciplined.

My favorite place to vacation is: Wisconsin Dells **Because I like to go** Jet Skiing!

My dream/goal is to get my Pro Card in bodybuilding.

Three words that best describe me: funny, personable, realistic.

Little known fact about me: I am a dog mom and animal lover.

My most humbling experience: competing in bodybuilding.

My greatest accomplishment is becoming Mrs. Wisconsin.



Memo

To: Oak Brook Park District Board of Commissioners
 From: Laure Kosey, Executive Director
 Date: June 11, 2019
 Re: May/June 2019: Admin., Corporate Relations, IT & Marketing

May Board Meeting Follow Up:

National Conference

National Conference is in Baltimore from Monday, September 23 to Thursday, September 26, 2019. Dave Thommes, Bob Johnson and Laure Kosey will be attending.

Zoning of Central Park North Fields

The board will vote on a zoning change of the new property from ORA1 (Office, Research, & Assembly) to CR (Conservation/Recreation).

June Board Meeting Discussion Points:

Partnership Agreement for use of Central Park North Fields

The Request for Proposals generated 3 proposals from the Oak Brook Polo Club, Chicago Empire Soccer Club and the Wizards Soccer Club. Staff and attorney are working with the two soccer clubs to see if a partnership can be reached. The Polo Club proposal is not conducive to the all-inclusive philosophy of the Oak Brook Park District.

May Corporate & Community Relations Report

	FY 2018	FY 2019
Sponsorships	\$4,240.00	\$1,000.00
Ad Space	\$0.00	\$2,000.00
Vendors	\$1,550.00	\$2,600.00
In-Kind Donations	\$1,986.15	\$2,738.55
Oak Brook Park District Foundation	\$1,699.00	\$1,030.00

May Revenues

Sponsorships: \$1,000 **Advertising:** \$0.00 **Vendors:** \$2600 **In-Kind Donations:** \$2,738.55
Oak Brook Park District Foundation: \$1,030

May Marketing & IT Report

obparks.org Audience Report



Summer Aquatic Membership Campaign Update:

Summer Aquatic Membership revenue is up 11% from 2018. Several surrounding agencies are reporting flat or decreased pool membership sales for the 2019 summer season.

Summer Aquatic Membership Revenue through May 31
2019: \$23,576 (391 members) 2018: \$21,047 (348 members)

Facebook Analytics

Facebook Page	Total Likes	Total Posts	Reach
OBPARKS	2464 (31 new)	29	43,513
Pink 5K	1323	28	4964

Highest Performing Facebook Post

Oak Brook Park District
Published by Jessica Cannaday · May 7

Looking for some great places to visit with your family this summer? We are super excited to be included on this list of incredible parks!

10 Best Playgrounds in the West and Southwest Suburbs
The best playgrounds with photographs and descriptions so you can visit...

Get More Likes, Comments and Shares
Boost this post for \$30 to reach up to 1,500 people.

1,584 People Reached | 193 Engagements

Highest Performing Insta Post

689 followers (up 24)



Liked by coachandretennis and 30 others

obparks We have amazing summer camps for LITTLES! Children will explore colors, shapes, and enjoy indoor and outdoor free play. Plus we have added a new Pre-K Extended Day program for kiddos going into kindergarten, which provides a full day camp option for 5-year olds!

Summer 2s
 Pee Wee Camp
 Pre-K Extended Day
 Click through the link in our bio and search summer camp for more info.
 #beyourverybest #feelyourverybest #happyfitactivekids #summercamp #summer #camp #recreation #earlychildhood #prek #letthemplayoutside #parksmakeifabetter #oakbrook #hinsdale #elmhurst #downersgrove #littles #oakbrookparkdistrict #oakbrooksummercamp #oakbrookparks #obparks

jacksonfamdentistry Met my wife there while we were summer Playground Program camp counselors back in '98. Good times!



Oak Brook
 Park District
 www.obparks.org
 1450 Forest Gate Road • Oak Brook, IL 60523-2151
 Providing the very best in park and recreational opportunities, facilities and open lands for our community.

Top Pages

1. Home
2. Programs/aquatics
3. Facilities/FAC
4. Facilities/FRC
5. Special-Events/Pink5K
6. Facilities/CPW
7. Facilities/splash-island
8. Parties-and-rentals
9. Pink5k/results
10. Rentals/CPW

Top Referral Sites/User:

mykidlist.com, Tennis Source, runguides.com, fleetfeet

Top Referral Sites/Revenue

calemeo.com, yahoo.com

Obparks.org acquisition value

Referral Values	May. 19	May. 18	Apr. 19
Direct:	\$70,475	\$71,032	\$82,554
External Refs:	\$8,861	\$1,362	\$2,559
Organic Search:	\$1,803	\$5,163	\$4,555
Social Media:	\$152	\$231	\$171
Email/Other:	\$645	\$0	\$502

Ecommerce Total:

May 2019: \$81,936 v. May 2018: \$77,788
YTD 2019: \$459,870 v. YTD 2018: \$358,644

Email Marketing

Email	Date	Open	Clicks
May eNews	5/22	39%	17%
May Fitness	5/24	37%	10%
Cori's Remarketing	5/27	27%	8%

IT Initiatives

We signed a contract with ThinkGuard LLC for offsite data backup and recovery. They will provide more recovery services than our current provider at a similar price. The migration should be complete by the end of June.

Several control units of the FRC security system have been replaced. Some of this equipment was installed when the building was built and was out of date. The new system uses the internet and cell service for communication instead of a phone line.

Twitter Analytics

May 2019 • 31 days

TWEET HIGHLIGHTS

Top Tweet earned 313 impressions

Due to The Pink 5K Run/Walk, all Oak Brook Park District facilities will open at 10am today. Thank you!

View Tweet activity

View all Tweet activity

MAY 2019 SUMMARY

Tweets: 5 | Tweet impressions: 6,663

Profile visits: 209 | Mentions: 6

New followers: 11

We have revised our Pinterest account and are developing a plan to better utilize this top search engine in 2019.





Memo

To: Board of Commissioners and Executive Director, Laure Kosey
From: Marco Salinas, Chief Financial Officer
Date: June 12, 2019
Re: May 2019 Financials

Note> Expenditures/expenses for all three of the following funds are higher than the prior year due, in part, to the fact that in May 2019 we processed three payroll disbursements (5/3, 5/17, 5/31) whereas in May 2018 we processed two payroll disbursements (5/4, 5/18).

General Fund

We have now completed the first month of our new fiscal year. Year-to-date (YTD) revenues, expenditures, and transfers out in this fund equal \$134,552, \$163,672 and \$0, respectively. This is resulting in a YTD net deficit of \$29,120. Following is additional commentary:

- During May 2019 we received \$113,297 in property taxes, of which \$36,676 was allocated to this fund. In May 2018 we received \$417,589 in property taxes, of which \$172,418 was allocated to this fund. This is the primary reason for the decreased YTD revenues and is simply due to the timing of the property tax receipts. On the other hand, this year we have collected \$47,599 in Personal Property Replacement Taxes (PPRT), of which \$25,703 was allocated to this fund whereas in the prior year we had only received \$34,530 during May, of which \$18,646 was allocated to this fund.
- Revenues for our Central Park department consist entirely of field rental revenue. The Finance department is working with the Recreation department to determine the reason for the large increase over the prior year.
- In the Finance department, we recorded a one-time \$2,900 down payment on the lease of our replacement copier machines.
- In our Central Park department, we budgeted \$7,755 for weed control services and we incurred \$3,800 in such costs during May 2019. In our Forest Glen Park department, we reversed a \$350 invoice in May that was originally recorded in April 2019. Finance will move this reversal to April 2019 (post a correction).
- In our Dean Property department, we incurred \$2,130 in costs (1st installment) for maintenance of our apiary, whereas in the prior year the first payment occurred later in the fiscal year.

Recreation Fund

YTD revenues, expenditures, and transfers out in this fund equal \$587,856, \$162,918 and \$0, respectively. This is resulting in a YTD net surplus of \$424,939; which is \$75,121 lower than prior year's net surplus of \$500,059. Following is additional commentary:

- Revenues in this fund have also been impacted by the timing of the property tax receipts as well as increased PPRT receipts, as discussed above.
- In our Special Events & Trips department, revenues are favorable against budget and prior year due to the posting of revenues derived from the Pink 5K walk that took place on May 11, 2019. In the prior year, such revenues weren't recognized until July 2018.
- In our Aquatic Center department, expenditures have increased over prior year partly due to the new aquatic supervisor position as well as the earlier timing of the purchase of pool chemical supplies.

Recreational Facilities Fund (Tennis Center)

YTD revenues and expenses in this fund are currently at \$315,377 and \$93,2016, respectively. This is resulting in a YTD net surplus of \$222,171; which is comparable to prior year's net surplus of \$227,232. Following is additional commentary:

- YTD tennis group lesson revenue has increased from \$192,143 in the prior year to \$230,608 in the current year.
- Expenditures across all departments are currently either on target or favorable against the current year's budget.

FINANCE OPERATIONS:

- We have been working with our auditors to complete the Agreed-upon-procedures required by the previously awarded OSLAD grant for our Central park Improvement project. Once the auditors issue their final report, the park district will submit the final grant close-out documents to the Illinois Department of Natural Resources.
- Marco participated in online training sponsored by the AICPA that covered various topics including behavioral ethics in the workplace. Linda N. attended supervisor/leadership training conducted by HR Source.

HUMAN RESOURCES:

- Annual open enrollment for health insurance benefits has now been completed. Effective July 1, 2019 medical insurance premiums will increase 5% for both PPO and HMO coverage, premiums for vision insurance will remain unchanged, and dental insurance premiums will increase 1.54% for single coverage but decrease 7.03% for family coverage.



Memo

To: Oak Brook Park District Board of Commissioners
From: Dave Thommes, Deputy Director
Date: June 10, 2019
Re: Recreation & Facilities Report

Recreation

- Preschool graduation took place on May 23rd. It was a beautiful day for thirty-seven graduates in their caps and gowns.
- Seventeen Pioneers enjoyed lunch at Lloyds's and West Side Story at the Lyric Opera House on May 22nd.
- The recreation department has been busy setting up for camp which started on Monday, June 10th. Camp is practically full and the new 'PreK Extended Day' program has been a success.
- Staff has started working on planning for the fall brochure.
- On June 6th, forty-four Pioneers enjoyed a trip to Starved Rock. Activities included lunch, a cruise on the Illinois River and a trolley historical tour.
- The last day of Dolphin Station was Thursday, June 6th. Registration is open for the 2019-2020 school year.

Aquatics

- Bath & Tennis is up and running. The new diving boards were installed on June 6th.
- Over 50 new staff in Aquatics have been hired, trained and begun working, with additional applications still slowly trickling in.
- Swim team has 2 home meets this summer: June 14 @5pm and July 20@1pm.

Fitness

- The Pink 5K finished with 1070 participants registered. We were able to donate over \$11,000 to the Open Arms Foundation.
- Cori's Kid Triathlon was a success with sixty-two participants finishing the race.
- A new dumbbell and kettlebell rack was installed in Studio A.

Tennis

- The Tennis Center hosted the Chicago District Championship tournaments for the Girls 12 division and the Boys 16 division, each with 64 participants, June 1st – 4th and June 8th – 11th, respectively.

Athletics

- As of June 6th, there are 134 participants enrolled for in-house summer camps. This number will increase as the summer progresses.
- As of May 18th, the Chicago Bulls Youth Hoops Camp sold out with a max of 60 kids enrolled! The camp does not start until July 15th.
- Jr. Basketball and Jr. T-Ball will begin a new session with 22 kids enrolled.
- Grass Soccer Fields have new identification signs on each goal.

Facilities

- Maintenance staff repaired a spa jet pump at the Family Aquatic Center.
- The filter grid system at the Bath and Tennis was backwashed, cleaned and had DE filter media added to it prior to opening the pool for the season.
- Backflow inspectors were scheduled for all Park District facilities.

Retention Results

19-May			
	Retained	Total	Rate
Aquatic	177	179	98.90%
Aqua/Ten	1	1	100.00%
Fitness	327	332	98.50%
Fit/Aqua	175	182	96.20%
Fit/Ten	13	13	100.00%
Premiere	34	34	100.00%
Yearly Total	727	741	98.10%
EFT Aqua	699	719	97.20%
EFT Aqua/Ten	48	48	100.00%
EFT Fitness	1112	1145	97.10%
EFT Fit/Aqua	603	623	96.80%
EFT Fit/Ten	84	84	100.00%
EFT Premiere	148	149	99.30%
Yearly & EFT	3421	3509	97.50%

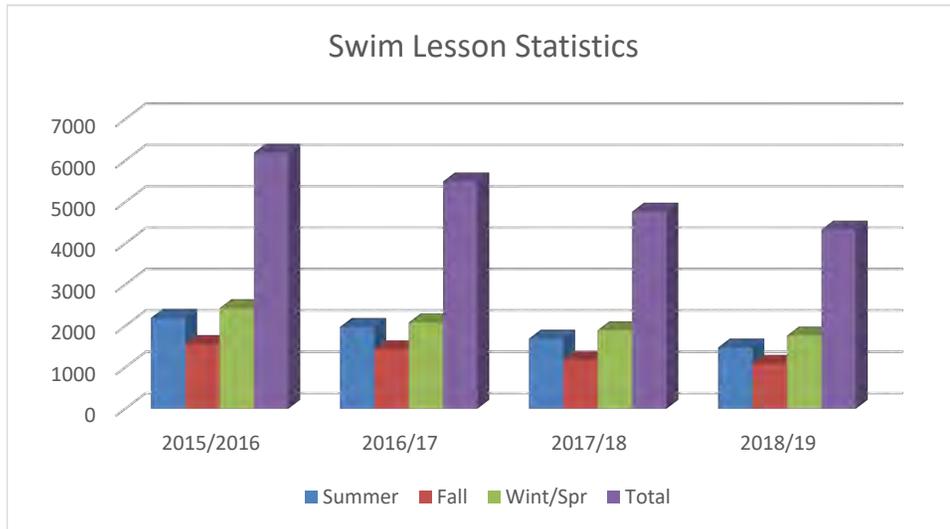
- We gained 52 new members in May; net 33.



Oak Brook Park District Aquatic Center Swim Lesson and Swim Team Statistics

Swim Lesson Statistics				
	Summer	Fall	Wint/Spr	Total
2015/2016	2199	1562	2433	6194
2016/17	1978	1434	2084	5496
2017/18	1694	1173	1899	4766
2018/19	1481	1085	1767	4333
2019-20	993	0	0	993

Swim Team Statistics					
	Summer	Fall/Winter	Spring	Spring Training	Total
2015/2016	34	56	53	84	227
2016/17	51	68	35	52	206
2017/18	32	65	46	73	216
2018/19	71	80	77	100	328
2019/20	55	0	0	0	55





Oak Brook Park District
 Aquatic Center
 Aquatic Party Statistics

2019 Aquatic Party Statistics													
Total # Parties	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Splash Birthday	15	9	24	15	15	13							91
Super Splash Birthday	7	3	11	10	10	8							49
Group (by day)	7	8	2	8	7	7							39
Private (indoors only)	6	4	4	2	2	4							22
Private (indoor/outdoor combo)	0	0	0	0	0	0							0
Splash Island Birthday	0	0	0	0	0	6							6
Camp Rentals	0	0	2	0	1	3							6
Lane Rental (lap only)	0	0	0	0	11	7							18
Scout	2	1	1	1	0	0							5
Total # Parties	37	25	44	36	46	48	0	0	0	0	0	0	236
2018	47	44	48	57	47	60	49	40	36	26	23	25	502
2017	46	52	60	54	43	61	75	37	2*	41	29	52	550



Oak Brook Park District Athletic Fields Rental Report

Athletic Field Usage 2018/2019 Fiscal Year Evergreen Bank Group Athletic Field

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 Actual
Hours	172	126	79	168	203	210	81	28	0	0	87	155	1,307	1,316
Revenue	\$15,258	\$9,005	\$3,813	\$12,280	\$12,714	\$15,670	\$5,880	\$3,080	\$0	\$0	\$7,465	\$16,085	101,248	\$87,638

Athletic Field Usage 2018/2019 Fiscal Year Natural Grass Soccer Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 Actual
Hours	91	154	131	145	195	80	0	0	0	0	0	177	971	1,119
Revenue	\$3,156	\$2,081	\$725	\$1,625	\$2,688	\$1,413	\$0	\$0	\$0	\$0	\$0	\$5,575	17,263	\$18,987

Athletic Field Usage 2018/2019 Fiscal Year Baseball Fields

	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 Actual
Hours	116	96	37	24	116	89	12	0	0	0	0	83	572	941
Revenue	\$1,740	\$595	\$100	\$75	\$200	\$800	\$475	\$0	\$0	\$0	\$0	\$1,734	5,719	\$18,160

Grand Total Hours:	2849	3376
Grand Total Revenue:	\$124,230	\$124,785

Athletic Field Usage 2019/2020 Fiscal Year Evergreen Bank Group Athletic Field

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	192												192	172
Revenue	\$13,832												\$13,832	\$15,258

Athletic Field Usage 2019/2020 Fiscal Year Natural Grass Soccer Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	254												254	91
Revenue	\$10,650												\$10,650	\$3,156

Athletic Field Usage 2019/2020 Fiscal Year Baseball Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	155												155	116
Revenue	\$3,487												\$3,487	\$1,740

YTD Total Hours:	601	378
YTD Total Revenue:	\$27,969	\$20,154



Oak Brook Park District Facility Statistics and Data

Facility Rentals													
	JAN	Feb	March	April	May	June	July	AUG	SEPT	OCT	NOV	DEC	Total
2019													
Gym Rentals	136	134	109	93	83								555
Gym Revenue	\$ 19,800.00	\$ 18,003.00	\$ 13,045.00	\$ 10,695.00	\$ 9,665.00								\$ 71,208.00
Room Rentals	43	57	60	52	50								262
Room Revenue	\$ 1,170.00	\$ 2,618.50	\$ 1,055.00	\$ 1,945.00	\$ 3,134.00								\$ 9,922.50
CPW Rentals	11	9	14	10	11								55
CPW Revenue	\$4,990.00	\$3,597.50	\$4,990.00	\$2,760.00	\$4,540.00								\$20,877.50

2018													
Gym Rentals	152	131	137	101	78	73	70	96	98	119	139	118	1,312
Gym Revenue	\$ 19,245.00	\$ 18,237.00	\$ 14,510.00	\$ 11,025.00	\$ 6,490.00	\$ 7,412.50	\$ 7,340.00	\$ 20,500.00	\$ 8,950.00	\$ 15,396.00	\$ 17,165.00	\$ 16,075.00	\$ 162,345.50
Room Rentals	57	48	66	64	45	56	47	45	52	52	48	55	635
Room Revenue	\$ 4,409.00	\$ 4,202.00	5,385	4,430	1,900	5,180	4,170	\$ 3,117.00	\$ 4,569.00	\$ 2,980.00	\$ 3,365.00	\$ 3,568.00	\$ 47,275.00
CPW Rentals	8	9	13	12	9	20	11	17	8	8	13	9	137
CPW Revenue	\$4,307.50	\$3,457.50	\$5,501	\$4,950	\$4,590	\$10,325	\$5,780	\$5,340	\$6,182	\$4,720	\$6,013	\$4,465	\$65,631.00

Theme Parties													
	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
2019	0	3	1	0	1								5
2018	5	5	8	2	5	5	2	1	4	4	3	6	50

Oak Brook Park District
Family Recreation Center
Membership Usage Data

*Members												
	January	February	March	April	May	June	July	August	September	October	November	December
2016	3,524	3,456	3,704	3,623	4,053	4,204	4,333	4,220	3,603	3,571	3,600	3,757
Resident	54%	53%	54%	56%	54%	52%	52%	52%	56%	55%	57%	56%
Non Resident	46%	47%	46%	44%	46%	48%	48%	48%	44%	45%	43%	44%
EFT	2,216	2,674	2,188	2,170	2,205	2,177	2,212	2,207	2,207	2,197	2,209	2,329
2017	3,901	3,715	3,686	3,848	4,150	4,230	4,283	3,812*	3711*	3,665*	3,751	3,859
Resident	55%	53%	53%	54%	53%	52%	52%	54%	55%	55%	53%	52%
Non Resident	45%	47%	47%	46%	47%	48%	48%	46%	45%	45%	47%	48%
EFT	2,481	2,495	2,514	2,538	2,499	2,499	2,511	2,529	2,513	2,520	2,617	2,736
2018	3,902	3,888	4,015	4,132	4,283	4,422	4,457	4,252	3,888	3,816	3,808	3,843
Resident	52%	52%	52%	52%	51%	50%	51%	52%	53%	53%	53%	52%
Non Resident	48%	48%	48%	48%	49%	50%	49%	48%	47%	47%	47%	48%
EFT	2,827	2,836	2,845	2,829	2,810	2,781	2,765	2,763	2,756	2,705	2,724	2741
2019	3,920	3,910	4,053	4,164	4,261							
Resident	52%	52%	52%	51%	50%							
Non Resident	48%	48%	48%	49%	50%							
EFT	2,806	2,790	2,747	2,746	2,705							
Usage												
	January	February	March	April	May	June	July	August	September	October	November	December
2016	13,418	13,216	12,915	12,360	11,828	11,750	11,538	10,900	9,097	10,625	10,233	10,034
2017	12,631	11,559	12,351	11,245	14,711	16,596	17,065	12,568*	8238*	12,812	13,327	14,178
2018	15,909	13,043	16,047	14,383	14,333	14,782	15,768	13,472	11,150	13,441	13,424	13,933
2019	15,079	14,004	16,220	13,972	13,287							

*Locker Room Renovation began August 14, 2017

Re-opened December 1st, 2017



Memo

To: Board of Commissioners
From: Bob Johnson, Director of Parks and Planning
Date: June 11, 2019
Re: Board Report

- A representative from the IDNR conducted a site visit of Central Park as part of the Park District's application process for the Recreational Trails Grant. The program is an 80/20 matching grant administered jointly through the IDNR and the Federal Highway Administration. The Park District is seeking funding to replace portions of deteriorated asphalt and perform sealcoating of the entire Central Park trail system.
- Staff completed spring landscape cleanup and has been planting annuals and perennials throughout the parks. Two memorial trees were planted along Ginger Creek, and two dozen evergreen trees will be planted at Central Park in the early fall.
- Staff met with Wight and Company to review a refined Central Park Master Vision after receiving staff and Commissioner input about initial concepts.
- A plan for re-developing the existing basketball courts at Central Park into pickleball courts is underway. One of the two existing full-courts would be re-coated/re-stripped for pickleball, and when new basketball courts are constructed at Central Park North, the other court would be converted in the same manner. Staff is finalizing the project details, and anticipates the work will be completed this summer.
- The honey bees at the Dean Nature Sanctuary are doing well. The two colonies will likely be split into four separate hives in mid-late July.
- The Park District took delivery of an authentic Totem pole that was located on the McDonald's campus. The pole is being stored at the maintenance garage until a suitable installation location is determined.
- The Universal Playground has been selected to be the cover photo for the newest edition of the Playground Maintenance Technician textbook. The book is used throughout the United States and Internationally for all PMT courses, which are administered through the Epley Institute for Parks and Public Lands-Indiana University.
- The Parks Department is seeking to purchase an additional dump truck. Please see the agenda history for further details.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION 19-0617: A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND CONSERVATION LAND STEWARDSHIP, INC. FOR NATURAL AREAS STEWARDSHIP PROJECT

AGENDA NO: 7-A

MEETING DATE: JUNE 17, 2019

STAFF REVIEW:

Director of Parks & Planning, Bob Johnson:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

The natural areas stewardship work at the Dean Nature Sanctuary includes maintenance of the native areas throughout the property. This includes spot herbicide treatments on invasive species, high-mowing, seeding, planting, and controlled burns to effectively maintain the natural areas.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

The District went out to bid for the stewardship services at the Dean Nature Sanctuary. Two bids were received and opened on June 11, 2018. Conservation Land Stewardship, LLC provided the lowest maintenance cost per acre (\$652.81) and lowest prescribed burn cost (\$4,827). The Park District entered into an agreement with Conservation Land Stewardship, LLC and the terms of that contract allows for a one-year extension of the contract, if approved by the Board of Commissioners.

Staff wishes to extend the term of the contract for one additional year.

A motion (and a second) to approve Resolution 19-0617: A Resolution Amending the Agreement Between the Oak Brook Park District and Conservation Land Stewardship, Inc. for Natural Areas Stewardship Project.

RESOLUTION NO. 19-0617

A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND CONSERVATION LAND STEWARDSHIP, LLC., FOR NATURAL AREAS STEWARDSHIP PROJECT

WHEREAS, the Oak Brook Park District (the “District”) is authorized to enter contracts for supplies, materials and work (70 ILCS 1250/8-1); and

WHEREAS, on June 18, 2018, the District and Conservation Land Stewardship, LLC. (the “Contractor”) entered “An Agreement Between the Oak Brook Park District and Conservation Land Stewardship, LLC. for Natural Areas Stewardship Project” (the “Agreement”), and Section 3 of the Agreement provided that it could be extended for an additional year upon approval of such an extension by the District and the Contractor, and upon prior appropriation therefor; and

WHEREAS, the Contractor and the District have now agreed to extend the Agreement by an Amendment to the Agreement, for an additional term of one (1) year through June 20, 2020, and the District has appropriated sufficient funds for such extension,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

Section 1. The Board of Park Commissioners of the District hereby approves a one (1) year extension of the Agreement, from June 21, 2019, to June 20, 2020, subject to the terms and conditions of an “Amendment to An Agreement Between the Oak Brook Park District and Conservation Land Stewardship, LLC. for Natural Areas Stewardship Project” (the “Amendment”), and the President and Secretary of the District are hereby authorized, respectively, to execute and attest the Amendment in substantially the form attached hereto and made a part of this Resolution as Exhibit “A”.

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 17th DAY OF JUNE, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

President

ATTEST:

Secretary

**AMENDMENT TO AN AGREEMENT BETWEEN THE OAK BROOK PARK
DISTRICT AND CONSERVATION LAND STEWARDSHIP, LLC.
FOR NATURAL AREAS STEWARDSHIP PROJECT**

THIS AMENDMENT (the "Amendment") to "An Agreement Between the Oak Brook Park District and Conservation Land Stewardship, LLC. for Natural Areas Stewardship Project" (the "Agreement"), is made and entered into by and between the Oak Brook Park District (the District") and Conservation Land Stewardship, LLC. (the "Contractor").

WITNESSETH:

WHEREAS, the Agreement was entered between the District and the Contractor and dated June 20, 2018, for services to be provided by the Contractor for the Natural Areas Stewardship Project at the District's Dean Nature Sanctuary; and

WHEREAS, pursuant to Section 3, the term of the Agreement was to be from the execution of the Agreement through June 20, 2019; provided, however, that the Agreement could be extended for an additional year, subject to the same terms and conditions, upon approval of such an extension by the Contractor and the District, and provided that sufficient funds are appropriated by the District for such extension; and

WHEREAS, the Contractor and the District have agreed to an extension of one year for the Agreement, through June 20, 2020, and the District has appropriated sufficient funds for such extension,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the District and the Contractor agree to the terms and conditions of this Amendment as follows:

ARTICLE I
THE RECITALS ARE PART OF THIS AMENDMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Amendment and are hereby incorporated into and made a part of this Amendment as though fully set forth in this Article I.

ARTICLE II
EXTENSION OF TERM OF AGREEMENT

A. Section 3 of the Agreement is amended to extend the term of the Agreement until June 20, 2020.

B. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17th day of June, 2019.

OAK BROOK PARK DISTRICT

CONSERVATION LAND STEWARDSHIP, LLC

By: _____
Its President

By: _____
Its: _____

Attest: _____
Its Secretary

Attest: _____
Its: _____



Oak Brook Park District

BOARD MEETING

AGENDA ITEM – HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION 19-0618: A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND HAGG PRESS FOR BROCHURE PRINTING AND MAILING SERVICES

AGENDA NO.: 7-B

MEETING DATE: JUNE 17, 2019

STAFF REVIEW:

Marketing Manager, Jessica Cannaday:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

The District's contract for brochure printing and mailing services with Hagg Press will expire on July 31, 2019 after the delivery of the Fall program guide. Hagg Press of Elgin submitted the lowest and most qualified bid during the 2018 bid process. Contract terms allow for the extension of the contract in one (1) year increments for an additional two (2) years if such extension is desired by the District and the Printer.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

Hagg Press has produced the Oak Brook Park District's brochure since 2012. The Park District is very satisfied with product and customer service provided by this vendor.

After evaluating our inventory and overruns, staff has worked with Hagg Press to determine the cost savings for the following changes:

1. Reduce the number of printed copies for the Winter/Spring, Summer, and Fall seasonal brochure to 5300.
2. Eliminate the mailing of the camp and aquatic guide. 1000 copies would be printed and delivered to the Park District.

These changes will result in a saving of approximately \$4000 from the current contract with Hagg Press for a new contract price of \$26,278.

The Park District's attorney has prepared the attached amendment to renew the term of the contract and for the reduction in services.

ACTION PROPOSED:

Motion (and a second) to approve Resolution 19-0618: A Resolution Amending the Agreement Between the Oak Brook Park District and Hagg Press for Brochure Printing and Mailing Services.

RESOLUTION NO. 19-0618

**A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE OAK BROOK
PARK DISTRICT AND HAGG PRESS, INC.
FOR SEASONAL BROCHURE PRINTING AND
MAILING PREPARATION SERVICES**

WHEREAS, the Oak Brook Park District (the “District”) is authorized to enter contracts for supplies, materials and work (70 ILCS 1250/8-1); and

WHEREAS, on May 21, 2018, the District and Hagg Press, Inc. (the “Printer”) entered an Agreement for Printing and Mailing Preparation Services (the “Agreement”), and Section 16 of the Agreement provided that it could be extended in one year increments for an additional two (2) 1-year terms upon approval of such an extension by the District and the Printer, and upon prior appropriation therefor; and

WHEREAS, the District and the Printer have agreed to an extension of one year, and the District has appropriated sufficient funds for such extension,

WHEREAS, The District also requires certain modifications to the Services and, in accordance with Section 15 of the Agreement, any amendment or modification to the Agreement must be made in writing; and

WHEREAS, the Parties have determined that it is in their respective best interest to amend the Agreement in accordance with the terms and conditions set forth in the Amendment.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

Section 1. The Board of Park Commissioners of the District hereby approves a one (1) year renewal of the Agreement, from August 1, 2019, to July 31, 2020, subject to the terms and conditions of the "Amendment No. 1 to an Agreement Between the Oak Brook Park District and

Hagg Press, Inc. for Seasonal Brochure Printing and Mailing Preparation Services" (the "Amendment"),

Section 2. The Board of Commissioners of the District hereby approves the Modifications to the Services, subject to the terms and conditions of the “Amendment No. 1 to the Agreement Between the Oak Brook Park District and Hagg Press, Inc. for Seasonal Brochure Printing and Mailing Preparation Services”; and the President and Secretary of the District are hereby authorized, respectively, to execute and attest the Amendment in substantially the form attached hereto and made a part of this Resolution as Exhibit "A".

Section 3. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 17th Day of June, 2019

AYES: _____

NAYS: _____

ABSENT: _____

President

ATTEST:

Secretary

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND HAGG PRESS, INC. FOR SEASONAL BROCHURE PRINTING AND MAILING PREPARATION SERVICES

This Amendment No. 1 ("Amendment") is made and entered into as of this ____ day of _____, 2019 (the "Effective Date"), by and between the Oak Brook Park District, an Illinois park district and unit of local government (the "District"), and Hagg Press, Inc., an Illinois corporation ("Vendor"), and amends, supplements and modifies the Agreement for Seasonal Brochure Printing and Mailing Preparation Services entered into between the District and Vendor dated May 21, 2018 ("Agreement"). The District and Vendor are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Recitals

WHEREAS, the District has hired Vendor to provide certain seasonal brochure printing and mailing preparation services (the "Services") in accordance with the Agreement;

WHEREAS, the current Term of the Agreement will expire on July 31, 2019;

WHEREAS, in accordance with Section 16.B of the Agreement, the Parties may agree in writing, at least thirty (30) days prior to the end of the Term, to extend the Term of the Agreement for an additional two (2), 1-year Renewal Terms;

WHEREAS, the Parties have determined that it is in their respective best interest to extend the Agreement for one (1) additional 1-year Renewal Term;

WHEREAS, the District also requires certain modifications to the Services and, in accordance with Section 15 of the Agreement, any amendment or modification to the Agreement must be made in writing; and

WHEREAS, the Parties have determined that it is in their respective best interest to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference into this Amendment as though fully set forth herein, and all covenants, terms, conditions, and provisions of this Amendment shall be construed, interpreted, and enforced in accordance therewith.

2. **Term.** The Agreement is renewed for one (1) additional 1-year Renewal Term, commencing on August 1, 2019 and, unless terminated earlier as provided in the Agreement, ending on July 31, 2020 (“First Renewal Term”).

3. **Modification to Services.** The following modifications shall be made to the Services:

a. **Seasonal Brochures:** Vendor shall provide 5,300 Seasonal Brochure pieces per issue during the First Renewal Term and, in exchange, the District shall pay the Vendor \$8,122.00. Except as provided herein, all other terms of compensation as set forth in the Agreement shall remain the same.

b. **Camp and Aquatics Guide:**

i. Vendor shall provide 1,000 Camp and Aquatics Guide during the First Renewal Term and, in exchange, the District shall pay the Vendor \$1,912.00. Except as provided herein, all other terms of compensation as set forth in the Agreement shall remain the same.

ii. Vendor shall deliver the Camp and Aquatics Guide directly to the District during the First Renewal instead of the Oak Brook Post Office. Except as provided herein, all other requirements of the Camp and Aquatics Guide as specified in the Bidder’s Submittal Form shall remain the same.

4. **Remaining Contract Provisions.** All other provisions, terms and conditions of the Agreement not amended by this Amendment shall remain in full force and effect without revision. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment will control.

OAK BROOK PARK DISTRICT

HAGG PRESS, INC.

By: _____

By: _____

Its: _____

Its: _____

854891



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: WIGHT AND COMPANY CENTRAL PARK NORTH
CONCEPT PLAN**

AGENDA NO: 7-C

MEETING DATE: JUNE 17, 2019

STAFF REVIEW:

Director of Parks & Planning, Bob Johnson:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS
ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

During the regular Board Meeting held on March 18, 2019, the Board of Commissioners accepted the Professional Services Proposal from Wight & Company, for the not to exceed price of \$302,800 for planning and design development of Central Park North (formerly known as the “McDonald’s Fields”).

Since that time, Wight & Company has been working with Park District staff to gather input from staff and Board members, the community via a survey and open houses, as well as stakeholder groups through the use of an RFP, in order to develop a conceptual idea for the property.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

Input from the Board of Commissioners and staff, as well as the community and stakeholder groups, was gathered and developed into two conceptual designs. Wight & Company presented those concepts to staff and representatives from the Board of Commissioners, and further suggestions were made to the conceptual designs. Using that additional input, Wight & Company further refined the conceptual plan into a single Central Park Master Vision.

Staff is seeking Board approval for the Central Park Master Vision.

ACTION PROPOSED: A motion (and a second) to approve the Wight & Company Central Park North Concept Plan.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND WIGHT & COMPANY FOR THE CENTRAL PARK DESIGN DEVELOPMENT PHASE

AGENDA NO: 7-D

MEETING DATE: JUNE 17, 2019

STAFF REVIEW:

Director of Parks & Planning, Bob Johnson: 

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey: 

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

During the regular Board Meeting held on March 18, 2019, the Board of Commissioners accepted the Professional Services Proposal from Wight & Company, for the not to exceed price of \$297,800 for planning and design development of Central Park North (formerly known as the “McDonald’s Fields”).

The Park District chose to enter into a contract with Wight & Company for the initial phases of the proposal, including project understanding, community engagement, programming, grant funding, and conceptual design.

With those phases nearing completion, the next step is to move into the design development phase with Wight & Company.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

Staff has worked with legal counsel and Wight & Company to draft a contract for the design development phase and is presented for approval at this June 17th 2019 Board Meeting.

ACTION PROPOSED: A motion (and a second) to approve the agreement between the Oak Brook Park District and Wight & Company for the Central Park Design Development Phase.

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth day of June in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

and the Architect:
(Name, legal status, address and other information)

Wight & Company
2500 North Frontage Road
Darien, IL 60561

for the following Project:
(Name, location and detailed description)

Oak Brook Park District Autumn Oaks Park
1315 Kensington
Oak Brook, IL 60523

Architectural and engineering services for the design and construction of Autumn Oaks Park.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Architect's proposal, dated March 7, 2019 and revised March 11, 2019, Professional Services for Autumn Oaks Park only, attached to and incorporated herein as **Exhibit A** ("Architect's Proposal"). Professional Services for Central Park Phase II is not included as part of this Agreement. The Parties entered into a separate Agreement for Master Planning and Grant Applications Services, which incorporates Scope of Services, Sections A-C of the services outlined in Architect's Proposal. The Agreement for Master Planning and Grant Application Services is attached to and incorporated herein as **Exhibit B**.

Owner's budget for the Project, including Architect's fees is \$2,100,000.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Conceptual Drawing, by Wight & Co., dated June 12, 2019, attached to and incorporated herein as **Exhibit C**.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Init.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:51:07 ET on 06/12/2019 under Order No.0475225765 which expires on 08/23/2019, and is not for resale.

User Notes:

(944265814)

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Conceptual Design Phase: Last two weeks in May, 2019
Design Development Phase: Commence July 1, 2019

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

OSLAD Grant submit mid-June, 2019

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid to a General Contractor

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Bob Johnson
Oak Brook Park District
1450 Oak Forest Gate Road
Oak Brook, IL 60523
T: 630-645-9540
Email: bjohnson@obparks.org

And
Laure Kosey
Oak Brook Park District
1450 Oak Forest Gate Road
Oak Brook, IL 60523

Init.

T: 630-645-9535
Email: lkosey@obparks.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

NA

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

E.G.S.L.
557 West Polk St.
Chicago, IL 60607
T: 312-447-1200

.2 Civil Engineer:

NA

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

NA

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Patty KingWight & Company
2500 North Frontage Road
Darien, IL 60561
T: 630.969.7000
Email: pking@wightco.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

Init.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:51:07 ET on 06/12/2019 under Order No.0475225765 which expires on 08/23/2019, and is not for resale.
User Notes:

(944265814)

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

NA

.2 Mechanical Engineer:

NA

.3 Electrical Engineer:

Provided by Wight & Co.

.4 Civil Engineering and Permitting Services

W.B.K Engineering
8 E. Galena Blvd., Suite 402
Aurora, IL 60506

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

Owner will apply for an Open Space Lands Acquisition and Development Grant ("OSLAD") with the Illinois Department of Natural Resources for the Project. In the event Owner is awarded the OSLAD Grant and the Grant is funded, the Parties agree to amend this Agreement in order to include the requirements of the OSLAD Grant's terms and conditions.

§ 1.2 The Owner and Architect may reasonably rely on the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants and advisors (Architect's consultants and advisors being hereinafter collectively referred to as Architect's "consultants") as described in this Agreement. The services to be provided or furnished by the Architect, its employees and consultants under this Agreement are sometimes hereinafter collectively referred to as the "Architect's services" or "Services."

§ 2.2 Architect understands and acknowledges that it has been engaged by the Owner to provide Architect's Services based, in part, on the Architect's represented character, expertise, experience and qualifications in providing

architectural and engineering services comparable to those to be provided under this Agreement and on projects comparable in kind and scope to this Project. The Architect's services shall be performed properly and expeditiously to permit the orderly and timely progress and proper performance both of the Architect's services and the Work, consistent with such professional skill, care and diligence and good architectural and engineering practices as are exercised by a competent architect and engineer with experience in the design and administration of projects of comparable kind and scope to this Project and practicing architecture and engineering in the Chicago metropolitan areas (such skill, care, diligence and practices being hereinafter referred to as the "Professional Standard" or "Professional Standard of Care"). The foregoing statements of Owner's reliance on certain representations made by the Architect and the manner in which the Architect shall perform the Services is not intended as a "warranty" of performance, but rather is an articulation of the professional standard of care in accordance with which the proper performance of the Architect's services under this Agreement shall be determined.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. All persons connected with the Architect as an officer, employee or agent of or consultant to the Architect, who are directly in charge of the professional architectural or engineering work performed as part of Architect's services, are, and for so long as any Services shall be provided under this Agreement, shall be duly registered and licensed under and in accordance with Illinois laws regarding the practice of architecture and engineering, as applicable to this Project, and they and any other consultants selected by the Architect and providing Services with respect to the Project shall be otherwise qualified and possess the skill and competence required to perform the Services properly. The Architect shall be responsible for the acts and omissions of its employees, agents and consultants, and their respective employees and agents with respect to the Services under this Agreement.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that compromises or would reasonably appear to compromise the Architect's professional judgment and commitment with respect to this Project.

§ 2.4.1 The Architect's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Construction Documents authored by the Architect or its consultants, nor shall anything contained in this Agreement be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity for damages sustained or expense incurred caused by Architect's negligent errors, omissions, or failure to perform its duties or covenants in accordance with this Agreement. The grant of various rights to the Owner under this Agreement, and/or the failure of the Owner to exercise those rights do not and shall not create any responsibility or liability in the Owner for any error or omission of the Architect in the provision of its Services. Notwithstanding this provision, the Owner shall be responsible for all design decisions directed by the Owner over the specific written contrary recommendation of the Architect.

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

§ 2.4.3 The Architect has informed the Owner that minor imperfections in the instruments of service prepared by Architect which do not adversely affect the structural integrity of the Work or the mechanical systems incorporated in the Work is typical and expected from architects performing these types of services. Subject to the provisions of Section 2.2, the Architect shall provide such Services required for or associated with the correction of any such imperfections, including the administration of the corrective work at no cost to the Owner, as well as pay for the construction costs associated with the corrective work that is not a "betterment" to the Project for which the Owner would be responsible under applicable Illinois law. Notwithstanding the foregoing, the Parties acknowledge that minor imperfections in the instruments of service of the Architect as well as in Bid and Contract Documents prepared

Init.

by persons other than the Architect may occur and the Parties agree to attempt to resolve any disputes resulting therefrom in a fair and equitable manner under the circumstances presented. The Owner may agree to consider inclusion of small contingency and trade contractor allowances in the project cost bidding documents to address unforeseen conditions. Architect shall not be relieved of its obligations pursuant to this Section 2.4.3 in the event Owner agrees to include any such contingency amount.

§ 2.4.4 The Architect shall furnish a competent and adequate staff, and contract with competent consultants as necessary for the proper administration, coordination, supervision and performance of the Architect's services. The Architect's representative shall not be changed without the consent of the Owner, unless such person leaves the employ of the Architect, in which event the substitute must first be approved in writing by the Owner which approval shall not be unreasonably withheld or delayed. The Architect agrees that the Architect will change its assistants assigned to provide the Services at the reasonable request of the Owner, if, in the Owner's reasonable opinion, based on actual instances of deficient performance, such person's performance does not equal or exceed the Professional Standard, or the acts or omissions of such person are detrimental to the timely and/or proper performance of the Architect's services or the Work; provided however that the Owner's exercise of such right or failure to exercise such right shall not affect Architect's responsibility or liability for the proper performance of the Services. The Architect accepts responsibility for the acts and omissions of its employees and consultants. The Architect's removal or replacement of an employee and/ or consultant pursuant to this provision shall not be deemed an admission of liability on the part of the Architect. The Architect shall coordinate all aspects of the Architect's services.

§ 2.5 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement *(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 **General Liability.** The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
- .2 **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. 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.
- .3 **Workers' Compensation.** The Architect shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Architect waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Architect's work.

Init.

- 4 Professional Liability. The Architect 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 and \$2,000,000 aggregate.

General Insurance Provisions

.1 Evidence of Insurance. Prior to beginning the Services, the Architect shall furnish Owner 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. Architect shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. 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 Contract at Owner's option. Architect shall provide certified copies of all insurance policies required above within 10 days of Owners' 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 Owner has the right to reject insurance written by an insurer it deems unacceptable.

.3 Cross-Liability Coverage If Architect's commercial general liability policy does 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. The Architect has advised Owner that its deductibles are \$500,000 for Professional Liability; \$15,000 for Employment Practices and \$2500 for Property. The Architect shall promptly notify Owner of any increase in any of its deductibles during the term of this Agreement and if such increase is unacceptable to Owner, Owner may terminate the Agreement.

.5 Consultants. The Architect shall cause each consultant employed by Architect to purchase and maintain insurance of the type specified above. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

2.6 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 legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the 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 directly or indirectly 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 any and all claims, costs, causes, actions and expenses including but not limited to 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

(Paragraphs deleted)

Init.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The services to be provided by the Architect as described in Architect's Proposal, and this Agreement are complimentary and supplementary and the Architect shall provide all of the services described in these documents and include usual and customary landscape architectural, electrical engineering, cost estimating, civil engineering and permitting services. In the event of conflict between or among the provisions of the foregoing documents relative to each phase of the Project, the provisions most favorable to Owner shall control.

§ 3.1.1 The Architect shall manage the Architect's services, including any services provided by Architect's consultants, as enumerated under this Agreement, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services and any of Architect's consultant's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Owner's Board of Commissioner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, as determined by Owner and not objected to by Architect, be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive to third parties or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's prior written approval. The Architect's prior knowledge via written notification by the Owner or other written instrument provided to or prepared by the Architect, of Owner's intended directive or substitution and failure to object thereto in writing within three days shall constitute the Architect's approval of such directive or substitution.

§ 3.1.5 The Architect shall thoroughly review the Owner's program and other information furnished by the Owner and any other information which the Architect deems necessary or advisable to determine the nature and extent of, and develop solutions to resolve, any technical or other difficulties or problems in implementing the Project and achieving successful Project completion consistent with the Owner's stated needs, goals and objectives and the Project requirements. As part of this process, the Architect will visit the Project site and become thoroughly familiar with existing conditions, including activities and uses which will continue while the Project is in progress. The Architect shall also review and ascertain governmental requirements and utilities requirements applicable to the Architect's Services and the design and construction of the Project including ascertaining timing considerations for submissions to and review by such entities. The Architect shall notify the Owner promptly in order not to adversely affect the proposed Project schedule, of (1) any inconsistencies discovered in the information and (2) any information or consulting services that may be reasonably needed for the Project. The Architect shall review and discuss with the Owner proposed site use and improvements; selection of materials; building systems and equipment; identification of long-lead items; any special governmental or utilities requirements; and timing/scheduling issues. The Architect shall be responsible to the Owner for any claims, damages, losses and expenses arising from the Architect's failure to follow applicable laws, codes and regulations in execution of all of Architect's services pursuant to this Agreement.

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

§ 3.2 Reserved

(Paragraphs deleted)

Init.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Conceptual Design Documents prepared under a separate Agreement as referenced in Exhibit B, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Conceptual Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to site elements, utilities, architectural, structural, civil, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work at the completion of the Design Development Phase due to any Owner approved adjustments. .

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and Owner's legal counsel in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). Notwithstanding the forgoing, Owner will provide Instructions to Bidders and contract to include in the project manual and will compile the project manual.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 The Architect shall provide Owner with all plans and specifications in PDF format.

§ 3.4.7 The Architect shall provide the Permitting Services listed in Scope of Services, Section F of Architect's Proposal.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or, if the Project is not required to be bid, negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, and any other documents as Owner deems appropriate.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project in compliance with all applicable laws by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction as amended by Owner. If the Owner and Contractor modify the AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Architect shall be responsible for evaluating the Work in accordance with 3.6.2.1 The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates thirty (30) days from the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 Duties, responsibilities and limitations of the Architect under this Article 3.6 shall not be restricted, modified or extended without prior written approval of Owner.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, but not less than every two weeks, to observe and evaluate the progress and quality Work, and to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Each site visit shall be combined with on-site project meeting with Owner and Contractor. After each site visit, the Architect shall provide the Owner a written report about the progress and quality of the Work, and report to the Owner (1) any deviations from the Contract Documents from the most recent construction schedule submitted by the Contractor, and (2) any defects and deficiencies observed in the Work. The Architect has included eight (8) site visits total in Architect's scope as outlined in, Section H of Architect's Proposal and site visits beyond this amount shall be considered additional services subject to the provisions of Section 4.2.

Architect's observations and evaluation of the Work shall not be construed to relieve the Contractor or any subcontractors in any way of their obligations and responsibilities under the Contract Documents or Construction Documents. It is understood and agreed that notwithstanding any site visits, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the completed portions of the Work.

§ 3.6.2.2 With concurrence from Owner, the Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, with concurrence from Owner, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed.

(Paragraphs deleted)

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts for final approval by Owner. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, and based on the Architect's Professional Standard of Care that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, and that the quality of the Work is in accordance with the Contract Documents. Architect shall only issue a certificate of final payment to Contractor upon Contractor's submittal of all warranties and guarantees to Architect as required by the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall be a representation that the Contractor is entitled to payment in the amount certified.

§ 3.6.3.3 The Architect shall maintain a complete record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness so as to not cause delay in the Work or in the activities of the Owner of Contractor while allowing sufficient time, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking with conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities and installation or performance of equipment or systems, which are Contractor's duties. Notwithstanding the foregoing, Architect shall report any such information that is not accurate or complete to Owner upon Architect's discovery of the same. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on shop drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include a written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in

Init.

writing within any time limits agreed upon, or otherwise with reasonable promptness so as to not cause delay in the Work or in the activities of Owner or Contractor. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a complete record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain complete records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 recommend a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The presence of Owner shall neither be construed as approval of the Work, nor as the waiver of any rights of the Owner against the Architect or Contractor.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Prior to Owner's final payment to Architect, Architect shall review the as-built drawings prepared and submitted by the General Contractor and forward those drawings in PDF format to the Owner.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project if authorized by Owner. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Architect as part of Basic Services
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Other Supplemental Services of Section 4.1.1.30 shall include:

Init.

Additional Grant Preparation Services (up to 4 applications total).
IDNR Floodplain/Floodway Permit.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

NA

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service, unless Architect knew of or should have reasonably known or expected said enactments or revisions in accordance with the Professional Standard of Care;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, unless Architect knew of or should have reasonably known or expected said contrary interpretations in accordance with the Professional Standard of Care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Reserved. .7 Reserved;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Reserved.
- .10 Consultation concerning replacement of Work resulting from fire or act of God during construction; or,
- .11 Reserved.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall promptly notify Owner if any of the following Additional Services are required, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination and the Owner shall have no further obligation to compensate the Architect for those services. Architect shall provide the following Additional Services upon Owner's approval:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's repeated requests for information that are not prepared in accordance with the Contract Documents or where such requests are made outside the normal and custom practice when such information is available to the Contractor from a careful study and comparison of the

Init.

- Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- 3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; or
 - 4 Reserved.
 - 5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 one (1) visits every two (2) weeks, to the site by the Architect, combined with an on-site Project meeting with Owner and Contractor, over the duration of the Project during construction to a maximum of eight (8) visits.
- 3 one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 one (1) inspections for any portion of the Work to determine final completion.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Within a reasonable time not less than 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Unless otherwise specified, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide any Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Reserved.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Init.

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall use reasonable efforts to provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service; provided that the failure of the Owner to provide such notice shall not waive any of Owner's rights or remedies under this Agreement or otherwise. This section 5.11 shall not impose on Owner any duty to determine if any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service, exist.

§ 5.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall notify the Architect of any direct communications that may affect the Architect's services.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall request the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Reserved.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect, upon Owner's approval, shall be permitted to: i) include contingencies for design, bidding, and price escalation; ii) determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; iii) recommend reasonable adjustments in the program and scope of the Project; iv) include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work; and v) base the Cost of the Work on current area, volume or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

Init.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All title, ownership and copyright to all drawings, plans, specifications and other documents prepared by the Architect ("Instruments of Service") in connection with the Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or to the Owner's business), shall become the property of the Owner upon payment in accordance with the terms of this Agreement. Subject to payment by Owner in accordance with this Agreement (unless the Owner is entitled to withhold payment in accordance with this Agreement), the Architect shall, when requested by the Owner, turn over to Owner, and execute immediately any documents which evidence and acknowledge the ownership of, all Instruments of Service to the Owner. All Instruments of Service prepared or furnished by the Architect shall become solely the property of the Owner upon the suspension or termination of the Project or the termination of this Agreement, provided Owner has made payment to the Architect for such Instruments of Service if and as required by and in accordance with the provisions of this Agreement. Reproducible copies of all Instruments of Service shall, to the extent not previously delivered, be delivered promptly to the Owner upon demand and payment in full by Owner of all amounts due Architect in accordance with this Agreement on outstanding invoices received from the Architect and thereafter may be used by the Owner in whole or in part or in modified form for such purposes as the Owner may deem advisable, without further employment of, or payment of additional compensation to, the Architect or anyone retained by the Architect. Notwithstanding the foregoing, the Architect retains the right to use standard design elements and architectural details which are neither unique to the Owner, the Project, or related to the business of the Owner. Should the Owner (a) use the Instruments of Service, including any in electronic format, on other projects or provide the Instruments of Service, including any in electronic format, to third parties for their use on other projects or (2) upon termination of the Architect's services before completion of the Construction Documents phase, use the Instruments of Service, including any in electronic format, for completion of this Project by others, the Owner shall release Architect from liability or claims arising from such use and shall defend, indemnify and hold harmless Architect from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and legal expenses and all interest thereon, accruing from or arising from any of the foregoing uses. Should Owner terminate the Architect after completion of the Construction Documents and make or cause to be made by other changes or modifications to the Construction Documents for this Project, Owner releases Architect from liability or claims arising from such modifications or changes and shall defend, indemnify and hold harmless Architect from and against all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and legal expenses and all interest thereon, accruing from or arising from such changes or modifications to the Instruments of Service from this Project.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

Init.

§ 8.1.2 This Agreement shall be governed by the law of the State of Illinois.

§ 8.1.3 Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible contractual or administrative remedies.

§8.1.4 The Architect acknowledges that the Owner is a local government unit and agrees that any claim made by the Architect arising out of any act or omission of any director, officer or employee of Owner, in execution or performance of this Agreement, shall be made against the Owner and not against such director, officer or employee.

8.1.5 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or of the employee of the Architect, in the execution of the performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.

§ 8.2 Dispute Resolution

(Paragraph deleted)

§ 8.2.1 Upon agreement of the Owner and Architect, any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to non-binding mediation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Reserved.

§ 8.2.3 If the parties agree to non-binding mediation as provided above in Section 8.2.1, the parties shall share the mediator's fee and any filing fees equally. Such mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in such mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not agree to resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction pursuant to Article 8
- Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Unless Owner is entitled to withhold payment in accordance with this Agreement, if the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. Unless payment in full is received by the Architect within seven days of the date of notice, the suspension shall take effect without further notice. Before resuming services, the Owner shall pay the Architect all undisputed sums due prior to suspension.

§ 9.2 The Owner may suspend Architect's services or the Project at Owner's convenience and without cause at any time upon written notice to Architect. If the Owner suspends the Project for more than thirty consecutive days,

Init.

the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's fees for the remaining services and the time schedules for the performance of Architect's services shall be equitably adjusted, if and as appropriate given the stage of the Project at the time of suspension and resumption, and reason for the suspension. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the services in accordance with this Agreement, for breach by the Architect of any provision of this Agreement or for any other reason which is the fault of the Architect.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred through the date of termination, excluding overhead and profit.

§ 9.7
(Paragraphs deleted)
Reserved.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Reserved.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

Init.

all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Architect shall report to Owner any hazardous materials discovered by Architect at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

§ 10.8 If the Architect or Owner receives information specifically considered and designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. Furthermore, Architect or Owner shall not withhold such information if, in doing so, would violate the law or create a risk of significant harm to the public. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information considered as "confidential" or "business proprietary" by Owner.

§ 10.9 **Independent Contractor.** The Architect agrees that all Services performed under this Agreement are being performed by Architect as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Architect, Architect's employees, subcontractors, subcontractors' employees or any person supplied by Architect in the performance of Architect's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. The Architect and the Architect's consultants shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Architect from its consultants, if any, on behalf of Owner.

§ 10.10 **Retention of Records** Architect and any consultant shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five

Init.

(5) years, whichever is longer from the date of final payment to Architect or termination of this Agreement for audit, inspection and copying upon Owner's request.

§ 10.11 Subcontracts The Architect shall insert into all subcontracts the paragraphs herein entitled "INSURANCE," "RETENTION OF RECORDS," and "INDEMNIFICATION."

§ 10.12 Compliance with Laws

The Architect shall comply with applicable federal and state laws and local ordinances and regulations in providing services within the scope of this Agreement, including but not limited to the following:

- .1 The Architect shall comply with, and require all persons providing any of the Services on its behalf to comply with, to the extent applicable, 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. Architect specifically represents and certifies to Owner that Architect complies with all applicable provisions of the Illinois Human Rights Act and that it maintains, and shall maintain at all times during the period it is required to perform the Services, a written sexual harassment policy in full compliance with Section 2-105(A)(4) thereof.
- .2 To the best of the Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record. Architect's Proposal to the Owner seeking a contract for the performance of the architectural services for this Project was made without any connection or common interest in the profits anticipated to be derived from the Agreement by the Architect with any other person submitting proposals to the Owner for this Project. The Agreement terms are in all respects fair and the Agreement is entered into by the Architect without collusion or fraud and no official, officer or employee of the Owner has any direct or indirect financial interest in the Architect's Proposal or in the Architect.
- .3 The Architect certifies that it is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Architect further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A. misdemeanor and, in addition, voids the Agreement between Architect and Owner, and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Architect.
- .4 If Architect has 25 or more employees on the date of this Agreement, Architect knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/I *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. The Architect further certifies that it has not been debarred and is not ineligible for award of this Agreement as the result of a violation of the Illinois Drug Free Workplace Act.
- .5 The Architect hereby certifies that, to the best of its knowledge, no individual employed or otherwise retained by Architect or any of Architect's consultants to perform the Services has been convicted of a crime that would make the individual ineligible to be employed by Owner in accordance with 70 ILCS 1205/8-23.

§ 10.13 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.

Init.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Architect's Fee is broken down as follows:

Grant Preparation Phase (OSLAD Grant) or similar grant application: \$6900
Design Development Phase: \$42,500
Construction Document Phase: \$42,500
Permitting Phase: \$18,500
Bidding Phase: \$6,100
Construction Administration Phase: \$26,400

- .2 Percentage Basis
(Insert percentage value)

NA () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

NA

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, if the Additional Services are authorized by Owner, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Grant Preparation Services (up to 4 applications total): \$15,000
IDNR Floodplain/Floodway Permit: \$7,000

All other additional services, Owner shall compensate Architect as provided in Section 11.7 of this Agreement or upon a mutually agreed upon fixed fee.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are authorized and properly performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Wight & Co.'s 2019 Professional Services Rate Schedule, attached as part of Architect's Proposal, **Exhibit A**.

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the

(Paragraphs deleted)

- | | | |
|------------|---------------------------|---|
| Project;.8 | Reserved..9 | Reserved. |
| .10 | Site office expenses; and | |
| .11 | Reserved. .12 | Other similar Project-related expenditures. |

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants. Reimbursable Expenses shall not exceed Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) without prior written approval of Owner. Architect shall provide all supporting documentation of said Reimbursable Expenses.

Init.

§ 11.9 Reserved.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Reserved.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made

(Paragraphs deleted)

in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or Owner has disclosed in writing that the services provided fail, in Owner's opinion, to meet Owner's reasonable expectations consistent with the terms and conditions of this Agreement. Notwithstanding the foregoing, Owner may withhold amounts from the Architect's compensation in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§12.1 The Owner will use reasonable efforts to require, and Architect shall provide in any Contract Documents prepared by Architect on behalf of Owner, that the Contractors responsible for construction shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death to the extent caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose act of them may be liable. Such insurance shall provide substantially that: "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§12.2 It is intended that Architect shall have no responsibility for job site safety on the Project and does not have charge of the Work. The Owner shall require its Contractor to have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.

§12.3 The Architect shall at its own cost promptly cure any breach of its obligations under this Agreement. Should Architect refuse or neglect to cure such breach within a reasonable time, taking into consideration the nature of the breach and its impact on the progress or the cost of the Work, after receiving reasonable notice requesting such cure from Owner, then Owner shall be entitled to cure such breach following additional notice of such intended action to Architect, and recover the cost of such cure from Architect. This commitment by Architect is in addition to and not in substitution for, any other remedy which the Owner may have at law or in equity.

§12.4 Architect's Basic Services shall include Services before and after issuance to Owner of the final Certificate for Payment, or in the absence of the final Certificate of Payment, before or after the date of Final

Init.

Completion, made necessary by (i) failure of performance of a Contractor under any Contract for Construction, when such defects or deficiencies in the Work, or failure of performance resulted from Architect's negligence or errors or omissions in the Contract Documents which it provided for the Project or (ii) breach of the duties or obligations of the Architect under this Agreement.

§12.5 In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

 AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Architect's Proposal, dated March 7, 2019 and revised March 11, 2019, Professional Services for Autumn Oaks Park only, attached to and incorporated as part of this Agreement as **Exhibit A**.

Agreement for Master Planning and Grant Application Services dated March 18, 2019, attached to and incorporated herein as **Exhibit B**.

Conceptual Drawing by Wight & Co., dated June 12, 2019, attached to and incorporated herein as **Exhibit C**.

[SIGNATURE PAGE TO FOLLOW]

Init.

This Agreement entered into as of the day and year first written above.

OAK BROOK PARK DISTRICT

WIGHT & COMPANY

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name, title, and license number, if required)

839886

Init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:51:07 ET on 06/12/2019.

PAGE 1

AGREEMENT made as of the Seventeenth day of June in the year Two Thousand Nineteen

...

(Name, legal status, address and other information)

Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

...

(Name, legal status, address and other information)

Wight & Company
2500 North Frontage Road
Darien, IL 60561

...

(Name, location and detailed description)

Oak Brook Park District Autumn Oaks Park
1315 Kensington
Oak Brook, IL 60523

...

Architectural and engineering services for the design and construction of Autumn Oaks Park.

PAGE 2

See Architect's proposal, dated March 7, 2019 and revised March 11, 2019, Professional Services for Autumn Oaks Park only, attached to and incorporated herein as Exhibit A ("Architect's Proposal"). Professional Services for Central Park Phase II is not included as part of this Agreement. The Parties entered into a separate Agreement for Master Planning and Grant Applications Services, which incorporates Scope of Services, Sections A-C of the services outlined in Architect's Proposal. The Agreement for Master Planning and Grant Application Services is attached to and incorporated herein as Exhibit B.

Owner's budget for the Project, including Architect's fees is \$2,100,000.

...

See Conceptual Drawing, by Wight & Co., dated June 12, 2019, attached to and incorporated herein as **Exhibit C**.
PAGE 3

TBD

...

Conceptual Design Phase: Last two weeks in May, 2019
Design Development Phase: Commence July 1, 2019

...

TBD

...

TBD

...

OSLAD Grant submit mid-June, 2019

...

Competitive bid to a General Contractor

...

NA

...

Bob Johnson
Oak Brook Park District
1450 Oak Forest Gate Road
Oak Brook, IL 60523
T: 630-645-9540
Email: bjohnson@obparks.org

And
Laure Kosey
Oak Brook Park District
1450 Oak Forest Gate Road
Oak Brook, IL 60523
T: 630-645-9535
Email: lkosey@obparks.org

PAGE 4

NA

...

E.G.S.L.
557 West Polk St.
Chicago, IL 60607
T: 312-447-1200

...

NA

...

NA

...

Patty King Wight & Company
2500 North Frontage Road
Darien, IL 60561
T: 630.969.7000
Email: pking@wightco.com
PAGE 5

NA

...

NA

...

Provided by Wight & Co.

.4 Civil Engineering and Permitting Services

W.B.K Engineering
8 E. Galena Blvd., Suite 402
Aurora, IL 60506

...

NA

...

Owner will apply for an Open Space Lands Acquisition and Development Grant ("OSLAD") with the Illinois Department of Natural Resources for the Project. In the event Owner is awarded the OSLAD Grant and the Grant is funded, the Parties agree to amend this Agreement in order to include the requirements of the OSLAD Grant's terms and conditions.

~~§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in reasonably rely on the Initial Information.~~

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

~~§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants and advisors (Architect's consultants and advisors being hereinafter collectively referred to as Architect's "consultants") as described in this Agreement. The services to be provided or furnished by the Architect, its employees and consultants under this Agreement are sometimes hereinafter collectively referred to as the "Architect's services" or "Services."~~

~~§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect understands and acknowledges that it has been engaged by the Owner to provide Architect's Services based, in part, on the Architect's represented character, expertise, experience and qualifications in providing architectural and engineering services comparable to those to be provided under this Agreement and on projects comparable in kind and scope to this Project. The Architect's services shall be performed properly and expeditiously to permit the orderly and timely progress and proper performance both of the Architect's services and the Work, consistent with such professional skill, care and diligence and good architectural and engineering practices as are exercised by a competent architect and engineer with experience in the design and administration of projects of comparable kind and scope to this Project and practicing architecture and engineering in the Chicago metropolitan areas (such skill, care, diligence and practices being hereinafter referred to as the "Professional Standard" or "Professional Standard of Care"). The foregoing statements of Owner's reliance on certain representations made by the Architect and the manner in which the Architect shall perform the Services is not intended as a "warranty" of performance, but rather is an articulation of the professional standard of care in accordance with which the proper performance of the Architect's services under this Agreement shall be determined.~~

~~§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. All persons connected with the Architect as an officer, employee or agent of or consultant to the Architect who are directly in charge of the professional architectural or engineering work performed as part of Architect's services, are, and for so long as any Services shall be provided under this Agreement, shall be duly registered and licensed under and in accordance with Illinois laws regarding the practice of architecture and engineering, as applicable to this Project, and they and any other consultants selected by the Architect and providing Services with respect to the Project shall be otherwise qualified and possess the skill and competence required to perform the Services properly. The Architect shall be responsible for the acts and omissions of its employees, agents and consultants, and their respective employees and agents with respect to the Services under this Agreement.~~

~~§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that compromises or would reasonably appear to compromise the Architect's professional judgment and commitment with respect to this Project.~~

~~§ 2.4.1 The Architect's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Construction Documents authored by the Architect or its consultants, nor shall anything contained in this Agreement be construed as a limitation on, or a waiver of, any remedies which the Owner may have at law or in equity for damages sustained or expense incurred caused by Architect's negligent errors, omissions, or failure to perform its duties or covenants in accordance with this Agreement. The grant of various rights to the Owner under this~~

Agreement, and/or the failure of the Owner to exercise those rights do not and shall not create any responsibility or liability in the Owner for any error or omission of the Architect in the provision of its Services. Notwithstanding this provision, the Owner shall be responsible for all design decisions directed by the Owner over the specific written contrary recommendation of the Architect.

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

§ 2.4.3 The Architect has informed the Owner that minor imperfections in the instruments of service prepared by Architect which do not adversely affect the structural integrity of the Work or the mechanical systems incorporated in the Work is typical and expected from architects performing these types of services. Subject to the provisions of Section 2.2, the Architect shall provide such Services required for or associated with the correction of any such imperfections, including the administration of the corrective work at no cost to the Owner, as well as pay for the construction costs associated with the corrective work that is not a "betterment" to the Project for which the Owner would be responsible under applicable Illinois law. Notwithstanding the foregoing, the Parties acknowledge that minor imperfections in the instruments of service of the Architect as well as in Bid and Contract Documents prepared by persons other than the Architect may occur and the Parties agree to attempt to resolve any disputes resulting therefrom in a fair and equitable manner under the circumstances presented. The Owner may agree to consider inclusion of small contingency and trade contractor allowances in the project cost bidding documents to address unforeseen conditions. Architect shall not be relieved of its obligations pursuant to this Section 2.4.3 in the event Owner agrees to include any such contingency amount.

§ 2.4.4 The Architect shall furnish a competent and adequate staff, and contract with competent consultants as necessary for the proper administration, coordination, supervision and performance of the Architect's services. The Architect's representative shall not be changed without the consent of the Owner, unless such person leaves the employ of the Architect, in which event the substitute must first be approved in writing by the Owner which approval shall not be unreasonably withheld or delayed. The Architect agrees that the Architect will change its assistants assigned to provide the Services at the reasonable request of the Owner, if, in the Owner's reasonable opinion, based on actual instances of deficient performance, such person's performance does not equal or exceed the Professional Standard, or the acts or omissions of such person are detrimental to the timely and/or proper performance of the Architect's services or the Work; provided however that the Owner's exercise of such right or failure to exercise such right shall not affect Architect's responsibility or liability for the proper performance of the Services. The Architect accepts responsibility for the acts and omissions of its employees and consultants. The Architect's removal or replacement of an employee and/or consultant pursuant to this provision shall not be deemed an admission of liability on the part of the Architect. The Architect shall coordinate all aspects of the Architect's services.

§ 2.5 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9 for the duration of this Agreement (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- 1 General Liability. The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed

in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

- .2 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. 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.
- .3 Workers' Compensation. The Architect shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Architect waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Architect's work.
- .4 Professional Liability. The Architect 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 and \$2,000,000 aggregate.

General Insurance Provisions

.1 Evidence of Insurance. Prior to beginning the Services, the Architect shall furnish Owner 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. Architect shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. 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 Contract at Owner's option. Architect shall provide certified copies of all insurance policies required above within 10 days of Owners' 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 Owner has the right to reject insurance written by an insurer it deems unacceptable.

.3 Cross-Liability Coverage If Architect's commercial general liability policy does 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. The Architect has advised Owner that its deductibles are \$500,000 for Professional Liability; \$15,000 for Employment Practices and \$2500 for Property. The Architect shall promptly notify Owner of any increase in any of its deductibles during the term of this Agreement and if such increase is unacceptable to Owner, Owner may terminate the Agreement.

.5 Consultants. The Architect shall cause each consultant employed by Architect to purchase and maintain insurance of the type specified above. When requested by the Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

2.6 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 legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the 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 directly or indirectly 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 any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Architect's breach of any of its obligations under, or Architect's default of, any provision of the Contract

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations.~~ To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

~~§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services, services to be provided by the Architect as described in Architect's Proposal, and this Agreement~~

are complimentary and supplementary and the Architect shall provide all of the services described in these documents and include usual and customary landscape architectural, electrical engineering, cost estimating, civil engineering and permitting services. In the event of conflict between or among the provisions of the foregoing documents relative to each phase of the Project, the provisions most favorable to Owner shall control.

§ 3.1.1 The Architect shall manage the Architect's services, including any services provided by Architect's consultants, as enumerated under this Agreement, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services and any of Architect's consultant's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Owner's Board of Commissioner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, as determined by Owner and not objected to by Architect, be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive to third parties or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's prior written approval. The Architect's prior knowledge via written notification by the Owner or other written instrument provided to or prepared by the Architect, of Owner's intended directive or substitution and failure to object thereto in writing within three days shall constitute the Architect's approval of such directive or substitution.

§ 3.1.5 The Architect shall ~~contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.~~ thoroughly review the Owner's program and other information furnished by the Owner and any other information which the Architect deems necessary or advisable to determine the nature and extent of, and develop solutions to resolve, any technical or other difficulties or problems in implementing the Project and achieving successful Project completion consistent with the Owner's stated needs, goals and objectives and the Project requirements. As part of this process, the Architect will visit the Project site and become thoroughly familiar with existing conditions, including activities and uses which will continue while the Project is in progress. The Architect shall also review and ascertain governmental requirements and utilities requirements applicable to the Architect's Services and the design and construction of the Project including ascertaining timing considerations for submissions to and review by such entities. The Architect shall notify the Owner promptly in order not to adversely affect the proposed Project schedule, of (1) any inconsistencies discovered in the information and (2) any information or consulting services that may be reasonably needed for the Project. The Architect shall review and discuss with the Owner proposed site use and improvements; selection of materials; building systems and equipment; identification of long-lead items; any special governmental or utilities requirements; and timing/scheduling issues. The Architect shall be responsible to the Owner for any claims, damages, losses and expenses arising from the Architect's failure to follow applicable laws, codes and regulations in execution of all of Architect's services pursuant to this Agreement.

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

§ 3.2 Schematic Design Phase Services Reserved

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

~~§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

~~§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.~~

~~§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~

~~§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

~~§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.~~

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~

~~§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, Conceptual Design Documents prepared under a separate Agreement as referenced in Exhibit B, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic-Conceptual Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to site elements, utilities, architectural, structural, civil, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.~~

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3 at the completion of the Design Development Phase due to any Owner approved adjustments. .~~

PAGE 10

~~§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and Owner's legal counsel in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. Notwithstanding the foregoing, Owner will provide Instructions to Bidders and contract to include in the project manual and will compile the project manual.~~

...

§ 3.4.6 The Architect shall provide Owner with all plans and specifications in PDF format.

§ 3.4.7 The Architect shall provide the Permitting Services listed in Scope of Services, Section F of Architect's Proposal.

-

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids ~~or~~ or, if the Project is not required to be bid, negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

PAGE 11

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, Documents, and any other documents as Owner deems appropriate.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project in compliance with all applicable laws by:

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, The Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- 1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- 2 — organizing and participating in selection interviews with prospective contractors;
- 3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for ~~Construction~~ Construction as amended by Owner. If the Owner and Contractor modify the AIA Document A201-2017, A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, ~~nor shall the Architect be responsible~~

~~for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.~~
Work. Architect shall be responsible for evaluating the Work in accordance with 3.6.2.1 The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates ~~on~~ thirty (30) days from the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 Duties, responsibilities and limitations of the Architect under this Article 3.6 shall not be restricted, modified or extended without prior written approval of Owner.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, ~~or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed but not less than every two weeks, to observe and evaluate the progress and quality Work, and to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.~~ However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ~~On the basis of the site visits, the Architect shall keep the Owner reasonably informed.~~ Each site visit shall be combined with on-site project meeting with Owner and Contractor. After each site visit, the Architect shall provide the Owner a written report about the progress and quality of the ~~portion of the Work completed, and promptly~~ Work, and report to the Owner (1) ~~known any~~ any deviations from the Contract Documents, (2) ~~known deviations~~ Documents from the most recent construction schedule submitted by the Contractor, and (3) ~~defects and deficiencies observed in the~~ (2) any defects and deficiencies observed in the Work. The Architect has included eight (8) site visits total in Architect's scope as outlined in, Section H of Architect's Proposal and site visits beyond this amount shall be considered additional services subject to the provisions of Section 4.2.

Architect's observations and evaluation of the Work shall not be construed to relieve the Contractor or any subcontractors in any way of their obligations and responsibilities under the Contract Documents or Construction Documents. It is understood and agreed that notwithstanding any site visits, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the completed portions of the Work.

§ 3.6.2.2 ~~The~~ With concurrence from Owner, the Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, with concurrence from Owner, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. ~~However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 ~~Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such ~~amounts~~ amounts for final approval by Owner. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, and based on the Architect's Professional Standard of Care that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. Documents. Architect shall only issue a certificate of final payment to Contractor upon Contractor's submittal of all warranties and guarantees to Architect as required by the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall ~~not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~ be a representation that the Contractor is entitled to payment in the amount certified.

§ 3.6.3.3 The Architect shall maintain a complete record of the Applications and Certificates for Payment.

PAGE 12

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness ~~while allowing sufficient time, in the Architect's professional judgment, so as to not cause delay in the Work or in the activities of the Owner or Contractor while allowing sufficient time.~~ to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, ~~but only for the limited purpose of checking for with conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.~~ Contractor's duties. Notwithstanding the foregoing, Architect shall report any such information that is not accurate or complete to Owner upon Architect's discovery of the same. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall ~~include, at a minimum, a detailed~~ include a written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The

Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable ~~promptness~~-promptness so as to not cause delay in the Work or in the activities of Owner or Contractor. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a complete record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

PAGE 13

§ 3.6.5.1 ~~The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.~~ Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain complete records relative to changes in the Work.

...

- 4 ~~issue~~recommend a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The presence of Owner shall neither be construed as approval of the Work, nor as the waiver of any rights of the Owner against the Architect or Contractor.

...

§ 3.6.6.6 Prior to Owner's final payment to Architect, Architect shall review the as-built drawings prepared and submitted by the General Contractor and forward those drawings in PDF format to the Owner.

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the ~~Project~~-Project if authorized by Owner. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

PAGE 14

§ 4.1.1.8 Civil engineering	<u>Architect as part of Basic Services</u>
-----------------------------	--

...

§ 4.1.1.30 Other Supplemental Services	<u>Architect</u>
--	------------------

...

Other Supplemental Services of Section 4.1.1.30 shall include:
Additional Grant Preparation Services (up to 4 applications total).
IDNR Floodplain/Floodway Permit.

PAGE 15

NA

~~§ 4.1.3~~ If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

...

- ~~.2~~ Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service; Service, unless Architect knew of or should have reasonably known or expected said enactments or revisions in accordance with the Professional Standard of Care;
- ~~.3~~ Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are ~~either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~ unless Architect knew of or should have reasonably known or expected said contrary interpretations in accordance with the Professional Standard of Care;

...

- ~~.6~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- ~~.7~~ Preparation for, and attendance at, a public presentation, meeting or hearing; Reserved. .7
Reserved;

...

- ~~.9~~ Evaluation of the qualifications of entities providing bids or proposals; Reserved.
- ~~.10~~ Consultation concerning replacement of Work resulting from fire or ~~other cause~~ act of God during construction; or,
- ~~.11~~ Assistance to the Initial Decision Maker, if other than the Architect.

Reserved.

~~§ 4.2.2~~ To avoid delay in the Construction Phase, the Architect shall ~~provide the following Additional Services, notify the Owner with reasonable promptness, promptly notify Owner if any of the following Additional Services are required, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice, determination and the Owner shall have no further obligation to compensate the Architect for those services.~~ Architect shall provide the following Additional Services upon Owner's approval:

...

- ~~.2~~ Responding to the Contractor's repeated requests for information that are not prepared in accordance with the Contract Documents or where such requests are made outside the normal and custom practice when such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- ~~.3~~ Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; or
- ~~.4~~ Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- ~~.5~~ Evaluating ~~Reserved.~~ 5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

PAGE 16

- 1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 ~~(—) visits to the site by the Architect during construction~~ one (1) visits every two (2) weeks, to the site by the Architect, combined with an on-site Project meeting with Owner and Contractor, over the duration of the Project during construction to a maximum of eight (8) visits.
- 3 one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 one (1) inspections for any portion of the Work to determine final completion.

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

~~§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Within a reasonable time not less than 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate.

...

~~§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.~~

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 Unless otherwise specified, the~~ Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide ~~the any~~ Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

Reserved.

PAGE 17

§ 5.11 The Owner shall use reasonable efforts to provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

Service: provided that the failure of the Owner to provide such notice shall not waive any of Owner's rights or remedies under this Agreement or otherwise. This section 5.11 shall not impose on Owner any duty to determine if any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service, exist.

§ 5.12 ~~The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall notify the Architect of any direct communications that may affect the Architect's services.~~

§ 5.13 ~~Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall ~~obligate request~~ the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights. Reserved.~~

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. ~~The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner, costs.~~ The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

...

§ 6.3 In preparing estimates of the Cost of Work, ~~the Architect shall be permitted to Architect, upon Owner's approval, shall be permitted to:~~ i) include contingencies for design, bidding, and price escalation; ~~to ii) determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to iii) recommend reasonable adjustments in the program and scope of the Project; and to iv) include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of budget for the Cost of the Work; and v) base the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

PAGE 18

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, ~~and the Owner shall cooperate with the Architect in making such adjustments.~~ Work.

...

~~§ 6.7~~ If the Owner chooses to proceed under Section 6.6.4, the ~~Architect~~ Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

...

~~§ 7.1~~ The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. ~~All title, ownership and copyright to all drawings, plans, specifications and other documents prepared by the Architect ("Instruments of Service") in connection with the Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or to the Owner's business), shall become the property of the Owner upon payment in accordance with the terms of this Agreement. Subject to payment by Owner in accordance with this Agreement (unless the Owner is entitled to withhold payment in accordance with this Agreement), the Architect shall, when requested by the Owner, turn over to Owner, and execute immediately any documents which evidence and acknowledge the ownership of, all Instruments of Service to the Owner. All Instruments of Service prepared or furnished by the Architect shall become solely the property of the Owner upon the suspension or termination of the Project or the termination of this Agreement, provided Owner has made payment to the Architect for such Instruments of Service if and as required by and in accordance with the provisions of this Agreement. Reproducible copies of all Instruments of Service shall, to the extent not previously delivered, be delivered promptly to the Owner upon demand and payment in full by Owner of all amounts due Architect in accordance with this Agreement on outstanding invoices received from the Architect and thereafter may be used by the Owner in whole or in part or in modified form for such purposes as the Owner may deem advisable, without further employment of, or payment of additional compensation to, the Architect or anyone retained by the Architect. Notwithstanding the foregoing, the Architect retains the right to use standard design elements and architectural details which are neither unique to the Owner, the Project, or related to the business of the Owner. Should the Owner (a) use the Instruments of Service, including any in electronic format, on other projects or provide the Instruments of Service, including any in electronic format, to third parties for their use on other projects or (2) upon termination of the Architect's services before completion of the Construction Documents phase, use the Instruments of Service, including any in electronic format, for completion of this Project by others, the Owner shall release Architect from liability or claims arising from such use and shall defend, indemnify and hold harmless Architect from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and legal expenses and all interest thereon, accruing from or arising from any of the foregoing uses. Should Owner terminate the Architect after completion of the Construction Documents and make or cause to be made by other changes or modifications to the Construction Documents for this Project, Owner releases Architect from liability or claims arising from such modifications or changes and shall defend, indemnify and hold harmless Architect from and against all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and legal expenses and all interest thereon, accruing from or arising from such changes or modifications to the Instruments of Service from this Project.~~

~~§ 7.2~~ The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. ~~Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

~~§ 7.3~~ The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. 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 under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

...

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work-law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. This Agreement shall be governed by the law of the State of Illinois.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible contractual or administrative remedies.~~

~~§ 8.1.4 The Architect acknowledges that the Owner is a local government unit and agrees that any claim made by the Architect arising out of any act or omission of any director, officer or employee of Owner, in execution or performance of this Agreement, shall be made against the Owner and not against such director, officer or employee.~~

~~8.1.5 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or of the employee of the Architect, in the execution of the performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.~~

§ 8.2 Mediation/Dispute Resolution

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

§ 8.2.1 Upon agreement of the Owner and Architect, any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to non-binding mediation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

Reserved.

~~§ 8.2.3 The If the parties agree to non-binding mediation as provided above in Section 8.2.1, the parties shall share the mediator's fee and any filing fees equally. The Such mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in such mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.4 If the parties do not agree to resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

PAGE 19

Litigation in a court of competent jurisdiction pursuant to Article 8

...

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

~~§ 9.1 If Unless Owner is entitled to withhold payment in accordance with this Agreement, if the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Unless payment in full is received by the Architect within seven days of the date of notice, the suspension shall take effect without further notice. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. undisputed sums due prior to suspension.~~

~~§ 9.2 If the Owner suspends the Project, The Owner may suspend Architect's services or the Project at Owner's convenience and without cause at any time upon written notice to Architect. If the Owner suspends the Project for more than thirty consecutive days,~~

~~the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted for the performance of Architect's services shall be equitably adjusted, if and as appropriate given the stage of the Project at the time of suspension and resumption, and reason for the suspension. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the services in accordance with this Agreement, for breach by the Architect of any provision of this Agreement or for any other reason which is the fault of the Architect.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven-fourteen days' written notice.~~

PAGE 20

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements and Reimbursable Expenses incurred through the date of termination, excluding overhead and profit.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

Reserved.

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. If the Architect is adjudged as bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Architect's insolvency, or if any provision of the bankruptcy law is invoked by or against the Architect, or if the Architect persistently or repeatedly refuses or fails (except in cases for which extension of time is provided), to perform the Services in accordance with the Agreement, then notwithstanding any other rights or remedies granted the Owner, the Owner may, without prejudice to any other right or remedy, (i) terminate the employment of the Architect and/or (ii) finish the Services by whatever method the Owner may deem expedient. In such case, the Architect shall not be entitled to receive any further payment until the Services are finished and the Owner may be entitled to recover and deduct from any remaining amounts due Architect all damages allowed by law.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7. Promptly upon the termination of this Agreement or the Architect's Services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all documents prepared by Architect in the performance of its Services under this Agreement, including without limitation all drawings and specifications, and all models prepared by the Architect for the Project prior to the effective date of termination, so as to avoid any delay or increased cost of the Project.~~

...

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

Reserved.

PAGE 21

~~§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Architect shall report to Owner any hazardous materials discovered by Architect at the Project site.~~

~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

~~§ 10.8 If the Architect or Owner receives information specifically considered and designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, information, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. Furthermore, Architect or Owner shall not withhold such information if, in doing so, would violate the law or create a risk of significant harm to the public. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information considered as "confidential" or "business proprietary" by Owner.

§ 10.9 ~~The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.~~**Independent Contractor.** The Architect agrees that all Services performed under this Agreement are being performed by Architect as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Architect. Architect's employees, subcontractors, subcontractors' employees or any person supplied by Architect in the performance of Architect's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. The Architect and the Architect's consultants shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Architect from its consultants, if any, on behalf of Owner.

§ 10.10 Retention of Records Architect and any consultant shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Architect or termination of this Agreement for audit, inspection and copying upon Owner's request.

§ 10.11 Subcontracts The Architect shall insert into all subcontracts the paragraphs herein entitled "INSURANCE," "RETENTION OF RECORDS," and "INDEMNIFICATION."

§ 10.12 Compliance with Laws

The Architect shall comply with applicable federal and state laws and local ordinances and regulations in providing services within the scope of this Agreement, including but not limited to the following:

1. The Architect shall comply with, and require all persons providing any of the Services on its behalf to comply with, to the extent applicable, 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. Architect specifically represents and certifies to Owner that Architect complies with all applicable provisions of the Illinois Human Rights Act and that it maintains, and shall maintain at all times during the period it is required to perform the Services, a written sexual harassment policy in full compliance

with Section 2-105(A)(4) thereof.

- .2 To the best of the Architect's knowledge, no officer or employee of Architect has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record. Architect's Proposal to the Owner seeking a contract for the performance of the architectural services for this Project was made without any connection or common interest in the profits anticipated to be derived from the Agreement by the Architect with any other person submitting proposals to the Owner for this Project. The Agreement terms are in all respects fair and the Agreement is entered into by the Architect without collusion or fraud and no official, officer or employee of the Owner has any direct or indirect financial interest in the Architect's Proposal or in the Architect.
- .3 The Architect certifies that it is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Architect further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A. misdemeanor and, in addition, voids the Agreement between Architect and Owner, and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Architect.
- .4 If Architect has 25 or more employees on the date of this Agreement, Architect knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. The Architect further certifies that it has not been debarred and is not ineligible for award of this Agreement as the result of a violation of the Illinois Drug Free Workplace Act.
- 5 The Architect hereby certifies that, to the best of its knowledge, no individual employed or otherwise retained by Architect or any of Architect's consultants to perform the Services has been convicted of a crime that would make the individual ineligible to be employed by Owner in accordance with 70 ILCS 1205/8-23.

§ 10.13 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.

PAGE 23

Architect's Fee is broken down as follows:

Grant Preparation Phase (OSLAD Grant) or similar grant application: \$6900
Design Development Phase: \$42,500
Construction Document Phase: \$42,500
Permitting Phase: \$18,500
Bidding Phase: \$6,100
Construction Administration Phase: \$26,400

...

NA () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

NA

...

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, if the Additional Services are authorized by Owner, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Grant Preparation Services (up to 4 applications total): \$15,000
IDNR Floodplain/Floodway Permit: \$7,000

All other additional services, Owner shall compensate Architect as provided in Section 11.7 of this Agreement or upon a mutually agreed upon fixed fee.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
PAGE 24

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are authorized and properly performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

See Wight & Co.'s 2019 Professional Services Rate Schedule, attached as part of Architect's Proposal, Exhibit A.

...

- ~~.7~~ Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses; **Project: .8 Reserved..9**
Reserved.
- .10 Site office expenses; and
- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
Reserved. .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (%)~~ of the expenses incurred consultants. Reimbursable Expenses shall not exceed Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) without prior written approval of Owner. Architect shall provide all supporting documentation of said Reimbursable Expenses.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.) Reserved.

PAGE 25

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~
Reserved.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made ~~monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—% in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq.~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Owner has disclosed in writing that the services provided fail, in Owner's opinion, to meet Owner's reasonable expectations consistent with the terms and conditions of this Agreement. Notwithstanding the foregoing, Owner may withhold amounts from the Architect's compensation in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

...

§12.1 The Owner will use reasonable efforts to require, and Architect shall provide in any Contract Documents prepared by Architect on behalf of Owner, that the Contractors responsible for construction shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death to the extent caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose act of them may be liable. Such insurance shall provide substantially that: "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§12.2 It is intended that Architect shall have no responsibility for job site safety on the Project and does not have charge of the Work. The Owner shall require its Contractor to have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.

§12.3 The Architect shall at its own cost promptly cure any breach of its obligations under this Agreement. Should Architect refuse or neglect to cure such breach within a reasonable time, taking into consideration the nature of the breach and its impact on the progress or the cost of the Work, after receiving reasonable notice requesting such cure from Owner, then Owner shall be entitled to cure such breach following additional notice of such intended action to Architect, and recover the cost of such cure from Architect. This commitment by Architect is in addition to and not in substitution for, any other remedy which the Owner may have at law or in equity.

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

§12.5 In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

PAGE 26

Architect's Proposal, dated March 7, 2019 and revised March 11, 2019, Professional Services for Autumn Oaks Park only, attached to and incorporated as part of this Agreement as Exhibit A.

Agreement for Master Planning and Grant Application Services dated March 18, 2019, attached to and incorporated herein as Exhibit B.

Conceptual Drawing by Wight & Co., dated June 12, 2019, attached to and incorporated herein as Exhibit C.

[SIGNATURE PAGE TO FOLLOW]

This Agreement entered into as of the day and year first written above.

OAK BROOK PARK DISTRICT
PAGE 27

WIGHT & COMPANY

839886

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicole L. Karas, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:58:55 ET on 06/12/2019 under Order No. 0475225765 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Nicole Karas

(Title)

June 12, 2019

(Dated)



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION 19-0619: A RESOLUTION OF AUTHORIZATION BY THE OAK BROOK PARK DISTRICT FOR AN OSLAD PROJECT APPLICATION FOR CENTRAL PARK IMPROVEMENTS

AGENDA NO: 7-E

MEETING DATE: JUNE 17, 2019

STAFF REVIEW:

Director of Parks & Planning, Bob Johnson:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

The Oak Brook Park District, along with the professional services of Wight & Company, are beginning the conceptual design phase for development of Central Park North. The Park District has a project budget of 2.1 million dollars, but will seek additional funding in the form of grant assistance.

The Open Space Land Acquisition and Development grant, or OSLAD, is a matching grant administered through the Illinois Department of Natural Resources. It is funded through a portion of the Illinois real estate transfer tax. The grant provides up to \$400,000 in matching funds for qualified projects through a competitive application and selection process.

The Central Park Improvements project was funded partially through an OSLAD grant in 2016-2018.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

The Central Park conceptual design was developed into a Central Park Master Vision which outlines various park and recreation improvements to Central Park, including the park areas north and south of Ginger Creek. Based upon the improvements to the north fields outlined in the Master Vision, the project will meet the qualifications for an OSLAD grant.

Staff recommends pursuing OSLAD funding for this project.

ACTION PROPOSED: A motion (and a second) to approve Resolution 19-0619: A Resolution of Authorization by the Oak Brook Park District for an OSLAD Project Application for Central Park Improvements.

**OSLAD Grant Program
Resolution of Authorization**

Form OS/DOC-3

Applicant (Sponsor) Legal Name: Oak Brook Park District

Project Title: Central Park Improvements

The Oak Brook Park District (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Oak Brook Park District (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property **acquired** with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Oak Brook Park District (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Oak Brook Park District (Sponsor) on the 17th day of June (month), 2019 (year)

Name (printed / typed)

Attested by: _____

Signature

Date: _____

President, Board of Park Commissioners

Title



Oak Brook Park District

BOARD MEETING

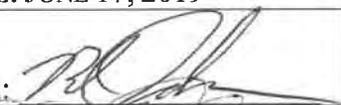
AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION 19-0620: A RESOLUTION AUTHORIZING AND DIRECTING STAFF TO PROCEED WITH REZONING OF PROPERTY COMMONLY KNOWN AS THE MCDONALD’S PROPERTY

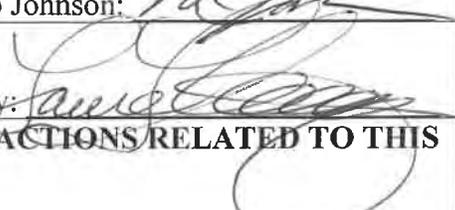
AGENDA NO.: 7-F

MEETING DATE: JUNE 17, 2019

STAFF REVIEW:

Director of Parks and Planning, Bob Johnson: 

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey: 

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

Central Park North is currently zoned ORA1 – Office-Research-Assembly District. This was the zoning assigned by the Village of Oak Brook when the parcel was previously owned by McDonald’s Corporation.

The Park District’s staff and consultants are recommending that the District consider changing the Central Park North zoning to Conservation and Recreation District (“CR”).

Village Code defines a Conservation/Recreation District zone as for the development of land for open space recreational activities and/or to preserve natural resources.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

The Park District’s attorney has provided Resolution 19-0620 which is included in the following pages for the Board’s consideration.

ACTION PROPOSED:

Motion and a second to Approve Resolution 19-0620: A Resolution Authorizing and Directing Staff to Proceed with Rezoning of Property Commonly Known as the McDonald’s Property.

RESOLUTION NO. 19-0620

**RESOLUTION AUTHORIZING AND DIRECTING STAFF
TO PROCEED WITH REZONING OF PROPERTY
COMMONLY KNOWN AS THE MCDONALD'S PROPERTY**

WHEREAS, on November 6, 2018, the voters of the Oak Brook Park District (“Park District”) approved a referendum to borrow funds necessary to acquire and preserve as open space certain real property commonly known as the McDonald’s Property and legally described in Exhibit A (“Property”); and,

WHEREAS, on February 6, 2019, the Park District closed on the purchase of the Property and took possession thereof; and

WHEREAS, the Property is currently zoned in the Village of Oak Brook (“Village”) as ORA1, an industrial district principally intended for uses described as manufacturing, fabricating, processing, assembly, repairing, storing, cleaning, servicing or testing of materials, goods or products; and

WHEREAS, all park and open field recreational uses are special uses in the ORA1 District; and

WHEREAS, the Park District is in the process of developing plans for the Property, which are intended to promote strictly recreational uses, and intends to use the Property exclusively for recreational purposes in perpetuity; and

WHEREAS, the Village’s CR Conservation/Recreation District is “designed to encourage the development of land for open space recreational activities and/or preserve natural resources,” and identifies open field recreational activities and related accessory structures and uses as permitted uses.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT AS FOLLOWS:

Section 1: The Park District Board of Park Commissioners hereby finds and determines that rezoning the Property from ORA1 to CR Conservation/Recreation District is in the best interest of the Park District.

Section 2: Park District staff is hereby authorized and directed to proceed with rezoning of the Property from the Village’s ORA1 zoning district to the Village’s CR Conservation/Recreation zoning district, with the assistance of the District’s legal counsel and architectural consultants.

Section 3: All prior resolutions, motions, and orders of the Park District in conflict with any of the terms hereof, are hereby repealed to the extent of the conflict.

Section 4: All provisions of this Resolution shall be deemed to be severable. Should any section or part of this Resolution be declared invalid or unenforceable by a court of competent jurisdiction,

the remaining part or parts of such section and/or the other sections, as the case may be, shall nevertheless be valid, binding and subsisting.

Section 5: This Resolution shall take effect and be in force immediately upon its passage and approval by the Board of Park Commissioners.

PASSED AND APPROVED this ____ day of _____, 2019 by the Oak Brook Board of Park Commissioners.

Roll Call Vote:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

By:

President, Oak Brook Park District,
Board of Park Commissioners

ATTEST:

Secretary, Oak Brook Park District,
Board of Park Commissioners

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Oak Brook Park District, DuPage County, Illinois, and as such I am the keeper of the records and files of the Board of Park Commissioners of said Park District.

I further certify that the foregoing is a full, true and complete copy of Resolution No. 19-0620 titled,

**RESOLUTION AUTHORIZING AND DIRECTING STAFF
TO PROCEED WITH REZONING OF PROPERTY
COMMONLY KNOWN AS THE MCDONALD’S PROPERTY**

adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Oak Brook Park District, held at Oak Brook, Illinois at 6:30 p.m. on the ____ day of _____, 2019.

I do further certify that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all the provisions of said Act and said Code and with all the procedural rules of the Board.

IN WITNESS WHEREOF I hereunto affix my official signature at Oak Brook, Illinois, this ____ day of _____, 2019.

Board Secretary, Oak Brook Park District

EXHIBIT A
LEGAL DESCRIPTION OF
MCDONALD'S PROPERTY

Lots 1 and 2 in McDonald's Autumn Oaks Subdivision, being a part of Section 26, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 22, 1990 as Document No. R90-77300 in DuPage County, Illinois.

1315 Kensington: 06-26-102-008

1425 Kensington: 06-26-102-009



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: FAMILY RECREATION CENTER DROP CEILING REPLACEMENT BID

AGENDA NO.: 7-G

MEETING DATE: JUNE 17, 2019

STAFF REVIEW:

Deputy Director, Dave Thommes:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

Staff is working with Kluber, Inc. for the design and replacement of the existing lobby and studio hallway ceilings and related components at the Family Recreation Center. The ceiling is original to the building and is in need of replacement, with many areas showing signs of age such as staining, peeling and hanging tiles.

Bids were opened on May 28. Five qualified bids were received and a summary of those bids is the page that follows.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

The existing spline suspended ceiling will be replaced by an acoustical 2x2 suspended ceiling system. The project includes new ceiling diffusers and new sprinkler heads. The existing soffits will be patched and painted. The Alternate Bid work will replace the existing can light fixtures with new 2' x 2' recessed LED luminaire.

Staff is tentatively planning on completing this work during our annual August shutdown period to lessen the impact on patrons.

Construction Solutions of IL, Inc. submitted the lowest responsible bid of \$67,797 for the Base Bid Work, and a bid in the amount of \$6,750 for the Alternate Bid work for a total of \$74,547. After conducting a scope review and references checks, staff is recommending to proceed with the low bidder, Construction Solutions of IL, Inc. for both the base and alternate bids.

ACTION PROPOSED:

Motion (and a second) to accept the Bid Submittals from Construction Solutions of IL, Inc. in the amount of \$67,797 for the Base Bid, an amount of \$6,750 for the Alternate Bid Work, and to Approve an Agreement Between the Oak Brook Park District and Construction Solutions of IL, Inc. for a not to exceed cost of \$74,547.

June 6, 2019

Dave Thommes
Deputy director
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, Illinois 60523

RE: Bid Results
Oak Brook Park District, Family Recreation Center Ceiling Replacement
Kluber Project No. 19-310-1252

Dear Mr. Thommes

On May 28, 2019 bids were publicly opened and read aloud for the above referenced project. The low base bid was submitted by Construction Solutions of Illinois, Inc. from Alsip, Illinois in the amount of \$74,547.00. The second lowest base bid was submitted by Builder's Land, Inc. from Arlington Heights, Illinois in the amount of \$81,100.00. See attached bid tabulation for details on bid results.

We conducted a Contractor Bid Scope Review with Construction Solutions of Illinois, Inc. and believe their bid to be responsive and complete.

Therefore, the Board may wish to award a Contract to Construction Solutions of Illinois, Inc. in the amount of \$74,547.00, which would include acceptance of Alternate No.1 for replacing existing can light fixtures with new 2' x 2' recessed LED luminaire in the amount of \$6,750.00.

The information contained herein and in the attached bid tabulation is provided to you for reference and use in your decision to award the Contract. Thank you for the opportunity to be of service to the Oak Brook Park District and we look forward to the successful completion of this project with you.

Sincerely,



Charlene Johnsos
Project Manager
Kluber Architects + Engineers

Attachments: Bid Tabulation

Cc: Bonnie Gibellina, Executive Administrative Assistant



Oak Brook Park District
 1450 Forest Gate Road
 Oak Brook, IL 60523

Bids were opened in the order of receipt, 11:00 a.m., May 28, 2019

Family Recreation Center Ceiling Project

Bidder	Bond	Certifications	Addendum #1	References	Base Bid	Alternate Bid	Total
USA Fire Protection 28427 N. Ballard Drive Lake Forest, IL 60045 Bid for Fire Protection Only	x	X	0	x	\$6,300.00	NA	
Boller Construction Company, Inc. 3045 West Washington Street Waukegan, IL 60085	x	x	x	x	\$ 105,000.00	\$ 2,300.00	\$ 107,300.00
Builders Land, Inc. 2035 South Arlington Heights Rd, Suite 114 Arlington Heights, IL 60005	x	x	x	x	\$ 65,400.00	\$ 15,700.00	\$ 81,100.00
Expedia Construction Corporation 855 E. Golf RD, Suite 2143 Arlington Heights, IL 60005	x	x	x	x	\$ 83,999.00	\$ 9,600.00	\$ 93,599.00
D Kersey Construction Company 4130 Timberland Dr. Northbrook, IL 60062	x	x	x	x	\$ 105,900.00	\$ 9,120.00	\$ 115,020.00
Construction Solutions of IL, Inc. 12540 Holiday Dr, Unit D Alsip, IL 60803	x	x	x	x	\$ 67,797.00	\$ 6,750.00	\$ 74,547.00



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: PARTNERSHIP AGREEMENT FOR CENTRAL PARK NORTH FIELDS

AGENDA No.: 8-A

MEETING DATE: JUNE 17, 2019

STAFF REVIEW:

Deputy Director, Dave Thommes:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

The District solicited a Request for Proposals for the License and Use of Central Park North from organizations whose purpose is to provide high quality sports/recreational training and development, league play, and if applicable, tournament competition to license and use a portion of the real property known as Central Park North Fields, 1315 Kensington Road, Oak Brook, Illinois 60523.

The RFP was solicited from March 26, 2019 through May 31, 2019.

Five responses were received.

1. Anonymous suggestion for setting aside a small patch of land dedicated to the sport of air gun target shooting.
2. Oak Brook Velodrome
3. Pine Oak Partners LLC for the Oak Brook Polo Club
4. Chicago Empire FC
5. Wizard Football Club

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

Executive Director Laure Kosey will present additional information at the June 17, 2019 Board Meeting.

ACTION PROPOSED:

For Review and Discussion Only.