Oak Brook Park District
Board Packet

July 20, 2026

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

NATIONAL GOLD MEDAL AWARD FOR EXCELLENCE IN THE FIELD OF PARK AND RECREATION MANAGEMENT

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

Agenda and Agenda Vote

AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
July 20, 2026 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. OPEN FORUM

4. APPROVAL OF AGENDA, MINUTES, AND FINANCIAL STATEMENT

   a. APPROVAL OF THE JULY 20, 2026 AGENDA
   b. APPROVAL OF MINUTES
      i. June 15, 2026 Regular Board Meeting Minutes
      ii. Rescind Approval of May 18, 2026 Regular Board Meeting Minutes
      iii. Approval of May 18, 2026 Regular Board Meeting Minutes
   c. APPROVAL OF FINANCIAL STATEMENT ENDING JUNE 30, 2026
      i. Warrant 710

5. STAFF RECOGNITION
   a. Claire Kent, Recreation Manager – Youth
   b. Michelle Konrad, Aquatic Programming Manager

6. PRESENTATIONS/PROCLAMATIONS
   a. None

7. REPORTS
   a. Administration and Enterprise Operations Report
   b. Finance and Human Resources Report
   c. Recreation and Communications Report
   d. Parks and Facilities Report

8. UNFINISHED BUSINESS
   a. Approval of a Travel Expense for Commissioner Attendance at the National Recreation and Park Association Conference held in Philadelphia, Pennsylvania - September 28 – October 1, 2026
   b. General Use Regulations Chapter 4
   c. Family Recreation Center Exterior Maintenance Bid
   d. Tennis Court and Parking Lot Project Bid
   e. Section 4.30 Artificial Intelligence (AI) Usage Policy of the Personnel Policy Manual – New Policy

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AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
July 20, 2026 – 6:30 p.m.
Canterberry Room

9. NEW BUSINESS
   a. Asphalt Maintenance Bid
   b. General Use Regulations Chapters 6-9
   c. Fire Alarm Control Panel Upgrade
   d. Request For Qualifications for Legal Services (*Requires Waiving the Board Rules to Approve at this Meeting.)*

10. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON AUGUST 17, 2026, 6:30 P.M.

11. ADJOURNMENT

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.

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AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
July 20, 2026 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE 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. PLEDGE OF ALLEGIANCE [*Recite the Pledge of Allegiance]*

3. 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.]*

4. APPROVAL OF AGENDA, MINUTES, AND FINANCIAL STATEMENT

   a. APPROVAL OF THE JULY 20, 2026 AGENDA *[Request a Motion (and a Second) to approve the July 20, 2026 Agenda. **Roll Call Vote**…]*
   b. APPROVAL OF MINUTES
      i. June 15, 2026 Regular Board Meeting Minutes
         - *[**Ask** if there are any **EDITS** to the Minutes.]*
         - *[**If there are EDITS**, Request a Motion (and a Second) to approve the **AMENDED** June 15, 2026 Regular Board Meeting Minutes. **Roll Call Vote**…]*
         - *[**If Amended does not Pass or No Amendments**, then Request a Motion (and a Second) to approve the **PRESENTED** June 15, 2026 Regular Board Meeting Minutes. **Roll Call Vote**…]*
      ii. Rescind Approval of May 18, 2026 Regular Board Meeting Minutes *[Request a Motion (and a Second) to rescind approval of the May 18, 2026 Regular Board Meeting Minutes. **Roll Call Vote**…]*
      iii. Approval of May 18, 2026 Regular Board Meeting Minutes
         - *[**Ask** if there are any **EDITS** to the Minutes.]*
         - *[**If there are EDITS**, Request a Motion (and a Second) to approve the **AMENDED** May 18, 2026 Regular Board Meeting Minutes. **Roll Call Vote**…]*
         - *[**If Amended does not Pass or No Amendments**, then Request a Motion (and a Second) to approve the **PRESENTED** May 18, 2026 Regular Board Meeting Minutes. **Roll Call Vote**…]*

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AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
July 20, 2026 – 6:30 p.m.
Canterberry Room

c. APPROVAL OF FINANCIAL STATEMENT ENDING JUNE 30, 2026
   i. Warrant 710 *[Request a Motion (and a Second) to approve Financial Statement Ending June 30, 2026. **Roll Call Vote**…]*

5. STAFF RECOGNITION *[Welcome Claire Kent and Michelle Konrad.]*
   a. Claire Kent, Recreation Manager – Youth
   b. Michelle Konrad, Aquatic Programming Manager

6. PRESENTATIONS/PROCLAMATIONS
   a. None

7. REPORTS *[For Review and Discussion Only]*
   a. Administration and Enterprise Operations Report
   b. Finance and Human Resources Report
   c. Recreation and Communications Report
   d. Parks and Facilities Report

8. UNFINISHED BUSINESS
   a. Approval of a Travel Expense for Commissioner Attendance at the National Recreation and Park Association Conference held in Philadelphia, Pennsylvania - September 28 – October 1, 2026 *[Request a Motion (and a Second) to approve a travel expense for commissioner attendance at the National Recreation and Park Association Conference held in Philadelphia, Pennsylvania September 28 - October 1, 2026 for Commissioners… **– Please state names of the commissioners attending the conference when making the motion**. **Roll Call Vote**…]*
   b. General Use Regulations Chapter 4 *[Request a Motion (and a Second) to approve changes to the General Use Regulations Chapter 4. **Roll Call Vote**…]*
   c. Family Recreation Center Exterior Maintenance Bid *[Request a Motion (and a Second) to accept the base bid and both alternates from A+ Painters for the Family Recreation Center Exterior Maintenance Project, and to approve an agreement between the Park District and A+ Painters for a total cost not to exceed $75,756.00. **Roll Call Vote**…]*
   d. Tennis Court and Parking Lot Project Bid *[Request a Motion (and a Second) to reject the low base bid and alternate from Chicagoland Paving Contractors, Inc. and to approve the base bid from, and enter a contract with, Abbey Construction Co. for a total cost not-to-exceed $1,348,120.49. **Roll Call Vote**…]*
   e. Section 4.30 Artificial Intelligence (AI) Usage Policy of the Personnel Policy Manual – New Policy *[Request a Motion (and a Second) to approve Section 4.30 Artificial Intelligence (AI) Usage Policy of the Personnel Policy Manual. **Roll Call Vote**…]*

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AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
July 20, 2026 – 6:30 p.m.
Canterberry Room

9. NEW BUSINESS *[For Review and Discussion Only]*
   a. Asphalt Maintenance Bid
   b. General Use Regulations Chapters 6-9
   c. Fire Alarm Control Panel Upgrade
   Request For Qualifications for Legal Services (*Requires Waiving the Board Rules to Approve at this Meeting.) [Request a Motion (and a Second) to approve Waiving the Board Rules to approve at this meeting the Request for Qualifications for Legal Services.* ***Roll Call Vote****…*

   Then ask for a Motion (and a Second) to approve the Request for Qualifications for Legal Services. ***Roll Call Vote****…]*

10. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON AUGUST 17, 2026, 6:30 P.M. *[Announce the next Regular Meeting of the Oak Brook Park District Board of Park Commissioners will be held on August 17, 2026, 6:30 p.m.]*

11. ADJOURNMENT [*Request a Motion and a Second to adjourn the July 20, 2026 Regular Meeting of the Oak Brook Park District Board of Commissioners.* ***Voice Vote, 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.

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NATIONAL GOLD MEDAL AWARD FOR EXCELLENCE IN THE FIELD OF PARK AND RECREATION MANAGEMENT

Minutes

MINUTES
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
June 15, 2026 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL

   President Gondek called to order the Regular Meeting of the Oak Brook Park District at the hour of 6:30 p.m. Commissioners Ivkovic Kelley, Knitter, Vescovi, and President Gondek answered "present" from the Oak Brook Park District Family Recreation Center, Canterberry Conference Room. Also present in Canterberry Conference Room was Laure Kosey, Executive Director; Marco Salinas, Chief Financial Officer; Bob Johnson, Deputy Director; Robert Pechous, Director of Recreation and Communications; and David Freeman, District Attorney.

   a. Approval by a majority of the Commissioners present to allow Commissioner Tina Chan to attend the meeting by audio conference, as she is unable to physically attend because of employment purposes as provided in section 1-I-1 of the Board Rules.

      Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Knitter, to approve Commissioner Tina Chan to attend the meeting by audio conference, as she is unable to physically attend because of employment purposes as provided in section 1-I-1 of the Board Rules.

      The motion passed by roll call vote. Commissioner Chan was present to attend the meeting by audio conference.
      Ayes: Commissioners Vescovi, Knitter, Ivkovic Kelley, and President Gondek
      Nays: None

2. PLEDGE OF ALLEGIANCE

3. OPEN FORUM

   President Gondek asked if there were any public comments and provided a summary of the policy for open forum.

   Ray Cesca, Park District member, expressed that he had concerns with having gender neutral restrooms and locker rooms and provided reasons for his concerns.

4. APPROVAL OF AGENDA, MINUTES, AND FINANCIAL STATEMENT

   a. APPROVAL OF THE JUNE 15, 2026 AGENDA

      Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve the June 15, 2026 Regular Board Agenda.

      The motion passed by roll call vote.
      Ayes: Commissioners Chan, Ivkovic Kelley, Knitter, Vescovi, and President Gondek
      Nays: None

b. APPROVAL OF MINUTES

i. May 18, 2026 Regular Board Meeting Minutes

Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Knitter, to approve the May 18, 2026 Regular Board Meeting Minutes as presented.

Commissioner Chan explained her reasons for proposing an amendment to the May 18, 2026 Regular Board Meeting Minutes. All of the commissioners have received Commissioner Chan's amended minutes. Commissioner Chan made a motion, seconded by Commissioner Vescovi, to approve the May 18, 2026 Regular Board Meeting Minutes as amended. After discussion, the board decided to proceed with the vote on the original motion to approve the minutes.

The motion passed by roll call vote.
Ayes: Commissioners Knitter, Ivkovic Kelley, and President Gondek
Nays: Commissioners Vescovi and Chan

ii. May 18, 2026 Closed Meeting Minutes

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve the May 18, 2026 Closed Board Meeting Minutes as presented.

The motion passed by roll call vote.
Ayes: Commissioners Chan, Ivkovic Kelley, Knitter, Vescovi, and President Gondek
Nays: None

c. APPROVAL OF FINANCIAL STATEMENT ENDING MAY 31, 2026

i. Warrant 709

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve the Financial Statement.

Commissioner Vescovi asked about the Upland Design Tennis Center costs and thought the Pickleball construction was tabled. Commissioner Knitter responded that the planning was approved. Dr. Kosey directed Commissioner Vescovi to the Board Packet from a previous Board meeting, which contains the Tennis Center contracts that the Board approved.

The motion passed by roll call vote.
Ayes: Commissioners Knitter, Ivkovic Kelley, and President Gondek
Nays: Commissioners Vescovi and Chan

5. STAFF RECOGNITION

a. None

6. PRESENTATIONS/PROCLAMATIONS
   a. Proclamation "July is Park and Recreation Month"

      President Gondek reviewed a proclamation announcing July being Park and Recreation month which was passed in the US House of Representative and promoted by the National Recreation and Park Association.

   b. Oak Brook Motor Club

      President Gondek stated that an organization will request a zoning permit to construct a motor club; however, building plans have not been submitted and has not been approved yet so there is nothing to discuss at the moment.

7. REPORTS:
   a. Administration and Enterprise Operations Report

      Dr. Laure Kosey presented her report, which can be found in the Park District's records.

   b. Finance and Human Resources Report

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

   c. Recreation and Communications Report

      Robert Pechous presented his report, which can be found in the Park District's records.

   d. Parks and Facilities Report

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

8. UNFINISHED BUSINESS
   a. Objectives and Key Results 2026-27

      Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve the Objectives and Key Results for May 1, 2026, through April 30, 2027.

      The motion passed by roll call vote.
      Ayes: Commissioners Ivkovic Kelley, Knitter, and President Gondek
      Nays: Chan and Vescovi

   b. Ordinance 26-0518: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation

      Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve Ordinance 26-0518: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation.

      The motion did not pass by roll call vote.
      Ayes: Commissioners Knitter, Ivkovic Kelley, and President Gondek
      Nays: Vescovi and Chan

c. General Use Regulations Chapters 2-3

Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Knitter, to approve the proposed updates to the General Use Regulations Chapters 2-3.

The motion passed by roll call vote.
Ayes: Commissioners Ivkovic Kelley, Knitter, and President Gondek
Nays: Chan and Vescovi

9. NEW BUSINESS

a. Approval of a Travel Expense for Commissioner Attendance at the National Recreation and Park Association Conference held in Philadelphia, Pennsylvania - September 28 – October 1, 2026

Dr. Kosey announced that Commissioners Ivkovic Kelley and Knitter will be attending the conference and that the approval for travel expense will go to vote at the next meeting.

b. Revision to section 4.28 Work Related Expense Reimbursement of the Personnel Policy Manual (*Requires Waiving the Board Rules to Approve at this Meeting.)*

Dr. Kosey summarized the revision to Section 4.28 Work Related Expense Reimbursement.

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve Waiving the Board Rules to approve at this meeting revision to Section 4.28 Work Related Expense Reimbursement of the Personnel Policy Manual.

The motion passed by roll call vote.
Ayes: Commissioners Vescovi, Knitter, Ivkovic Kelley, and President Gondek
Nays: Chan

Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Knitter, to approve the revision to Section 4.28 Work Related Expense Reimbursement of the Personnel Policy Manual.

The motion passed by roll call vote.
Ayes: Commissioners Ivkovic Kelley, Knitter, and President Gondek
Nays: Chan and Vescovi

c. General Use Regulations Chapter 4

Dr. Kosey stated that a vote for General Use Regulations Chapter 4 will occur next month.

d. Family Recreation Center Exterior Maintenance Bid

Johnson reviewed the updates to the Family Recreation Center (FRC) exterior maintenance that will go out to bid the next day.

e. Tennis Court and Parking Lot Project Bid

Johnson reported that the bid will go out tomorrow and will have a shorter turnaround time. Staff recommendations will be made at the July Board meeting.

f. Section 4.30 Artificial Intelligence (AI) Usage Policy of the Personnel Policy Manual – New Policy

Pechous stated that there is policy but not specific to AI so would like a formal policy in the Personnel Policy Manual.

10. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JULY 20, 2026, 6:30 P.M.
President Gondek announced the next Regular Meeting of the Oak Brook Park District Board of Park Commissioners would be held on July 20, 2026, 6:30 p.m.

11. ADJOURNMENT
Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Gondek, to adjourn the June 15, 2026 Regular Meeting of the Oak Brook Park District Board of Commissioners. The motion passed by voice vote, and the meeting adjourned at the hour of 8:06 p.m.

_____

Dr. Laure Kosey

MINUTES
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
May 18, 2026 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL President Knitter called to order the regular meeting of the Oak Brook Park District Board of Commissioners at the hour of 6:32 p.m. Commissioners Chan, Gondek, Ivkovic Kelley, Vescovi, and President Knitter answered "present" from the Oak Brook Park District Family Recreation Center, Canterberry Conference Room. Also present in the Canterberry Conference Room were Laure Kosey, Executive Director; Marco Salinas, Chief Financial Officer; Bob Johnson, Deputy Director; Robert Pechous, Director of Recreation and Communications; and David Freeman, District Attorney.

2. PLEDGE OF ALLEGIANCE

3. ANNUAL MEETING
   a. Election of Park Board President and Vice President
      i. President Knitter asked for nominations for Board President.

      President Knitter nominated Ron Gondek as President of the Oak Brook Park District Board of Commissioners.

      No other nominations were made, and President Knitter closed nominations.

      Motion: President Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to elect Ron Gondek as President of the Oak Brook Park District Board of Commissioners by voice vote.

      The motion passed, and Ron Gondek became President of the Oak Brook Park District Board of Commissioners.

      President Knitter asked for nominations for Board Vice President.

      Commissioner Ivkovic Kelley nominated Sharon Knitter as Vice President of the Oak Brook Park District Board of Commissioners.

      Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Gondek, to elect Sharon Knitter as Vice President of the Oak Brook Park District Board of Commissioners by voice vote.

      The motion passed by voice vote, and Sharon Knitter became the Vice President of the Oak Brook Park District Board of Commissioners. Commissioners Chan and Vescovi opposed the vote.

   b. Appointment of Board Secretary and Treasurer

      President Knitter proposed that since the Board's Secretary has traditionally been the Executive Director, Laure Kosey should be reappointed to serve as Secretary unless majority of the Board member has an objection.

      Commissioner Vescovi stated that the Executive Director should not be Secretary of the Board. Commissioner Chan does not agree with Dr. Kosey being secretary of the board.

      Motion: President Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to elect Laure Kosey as Secretary of the Oak Brook Park District Board of Commissioners by roll call vote.

      The motion passed by roll call vote to elect Dr. Kosey as Secretary of the Oak Brook Board of Commissioners.

Ayes: Commissioners Gondek, Ivkovic Kelley, and President Knitter
Nays: Commissioners Chan and Vescovi

Motion: Commissioner Vescovi made a motion, seconded by Commissioner Chan, to elect Tina Chan as Secretary of the Oak Brook Park District Board of Commissioners.

Since the first motion to elect Dr. Kosey as Secretary of the Oak Brook Board of Commissioner passed, the second motion to elect Tina Chan did not take place.

President Knitter asked for nominations for Board Treasurer. President Knitter nominated Ivana Ivkovic Kelley for Board Treasurer. Commissioner Vescovi nominated Tina Chan as Board Treasurer.

Motion: President Knitter made a motion, seconded by Commissioner Gondek, to elect Ivana Ivkovic Kelley as Treasurer by roll call vote.

The motion passed by roll call vote to elect Ivana Ivkovic Kelley as Treasurer of the Oak Brook Board of Commissioners.
Ayes: Commissioners Ivkovic Kelley, Gondek, and President Knitter
Nays: Commissioners Vescovi and Chan

Motion: Commissioner Vescovi made a motion, seconded by Commissioner Chan, to elect Tina Chan as Treasurer of the Oak Brook Park District Board of Commissioners.

Since the first motion to elect Commissioner Ivkovic Kelley of the Oak Brook Board of Commissioner passed, the second motion to elect Tina Chan did not take place.

4. OPEN FORUM

President Knitter asked if there were any public comments and provided a summary of the policy for open forum.

Ilene Briner uses the Oak Brook Park District with a Guest Fee. Briner presented her viewpoint on changing the Park District language regarding gender.

Ed Briner presented his opinion on opposing any neutral gender language at the Oak Brook Park District.

Audrey Ridlen, resident and member of the Park District, expressed appreciation for the Oak Brook Park District. Ridlen discovered at Central Park West during the Santa visit that the restroom is an all-gender restroom with multiple stalls which she then contacted Dr. Kosey. Dr. Kosey explained that there will be changes, but it will take some time.

Seamus Laird, an Oak Brook resident, expressed his concerns about gender-neutral language.

Elaine Zannis, an Oak Brook resident, questioned the gender-neutral language and expressed her concerns of gender-neutral in words and action.

5. APPROVAL OF AGENDA, MINUTES, AND FINANCIAL STATEMENT

a. APPROVAL OF THE MAY 18, 2026 AGENDA

Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Gondek, to approve the May 18, 2026 Regular Board Agenda.

The motion passed by roll call vote.
Ayes: Commissioners Chan, Gondek, Ivkovic Kelley, Vescovi, and President Knitter
Nays: None

b. APPROVAL OF MINUTES
   i. April 20, 2026 Regular Board Meeting Minutes

   Motion: Commissioner Chan made a motion, seconded by Commissioner Vescovi, to approve the April 20, 2026 Regular Board Meeting Minutes as amended.

   Commissioner Chan explained her reasons for amending the minutes. Commissioner Chan's amendments have been shared with the commissioners.

   The motion did not pass by roll call vote.
   Ayes: Commissioners Chan and Vescovi
   Nays: Commissioners Gondek, Ivkovic Kelley, and President Knitter

   Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Gondek, to approve the April 20, 2026 Regular Board Meeting Minutes as presented.

   The motion passed by roll call vote.
   Ayes: Commissioners Ivkovic Kelley, Gondek, and President Knitter
   Nays: Commissioners Vescovi and Chan

c. APPROVAL OF FINANCIAL STATEMENT ENDING APRIL 30, 2026
   i. Warrant 708

   Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Gondek, to approve the Financial Statement.

   The motion passed by roll call vote.
   Ayes: Commissioners Gondek, Ivkovic Kelley, and President Knitter
   Nays: Commissioners Chan and Vescovi

6. STAFF RECOGNITION
   a. None

7. PRESENTATIONS/PROCLAMATIONS
   a. Review of the Oak Brook Park District Strategic Plan 2025-2029

   Dr. Kosey presented the Strategic Plan which is reviewed every six months, and she directed the Board to the feedback on "Voices of Oak Brook."

   Commissioner Chan expressed her concern about the gender-neutral language written throughout the Strategic Plan.

8. REPORTS:
   a. Administration and Enterprise Operations Report

   Dr. Laure Kosey presented her report, which can be found in the Park District's records.

   President Knitter congratulated the Park District on a successful Pink 5k. Dr. Kosey thanked President Knitter for participating.

b. Finance and Human Resources Report

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

Preliminary financials from the prior fiscal year (FY) are included in the Board packet. Invoices from the prior FY are coming in to be processed. Auditors will be on site in July and may find additional adjustments, so the final audited numbers will be presented in October.

c. Recreation and Communications Report

Robert Pechous presented his report, which can be found in the Park District's records.

Pechous introduced TYPTI, a new sport that combines tennis and badminton on pickleball courts.

Commissioner Ivkovic Kelley stated that she has heard a lot of praise for the teen volunteers.

d. Parks and Facilities Report

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

Johnson reported that the Ball Field Parking lot and Tennis Center renovations are upcoming. Johnson also announced that tree saplings and wildflower seeds were distributed for Earth month. President Knitter stated that residents have told her that they have been planting the tree saplings with their grandchildren and created a small forest in their backyard.

9. UNFINISHED BUSINESS

a. Ordinance 26-0518: An Ordinance Declaring Surplus Personal Property and Authorizing Conveyance or Sale Thereof

Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Gondek, to approve Ordinance 26-0518: An Ordinance Declaring Surplus Property and Authorizing Conveyance or Sale Thereof.

The motion passed by roll call vote.
Ayes: Commissioners Vescovi, Ivkovic Kelley, Gondek, Chan, and President Knitter
Nays: None

b. General Use Regulations Chapter 1

Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Gondek, to approve the recommended updates to Chapter One of the General Use Regulations.

Commissioner Chan expressed that this is where gender neutral language is presented. Dr. Kosey read the actual change in language.

The motion passed by roll call vote.
Ayes: Commissioners Gondek, Ivkovic Kelley, and President Knitter
Nays: Commissioners Chan and Vescovi

10. NEW BUSINESS

a. Objectives and Key Results

Pechous reported that the Objectives and Key Results (OKRs) are in the board packet and the purpose is to improve the Park District by encouraging staff to be more invested in the Park District and core values. An added eligibility for the OKR incentive is that staff must receive at least 75% "Exceed Expectations" on their annual performance appraisal to qualify.

b. Ordinance 26-0518: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation.

Salinas explained the need to transfer from one budget to another, considering underspending will occur in one item while overspending in another item since the budget is an estimate. President Knitter reminded the Board that the process is explained and go through supervisor approval process.

c. General Use Regulations Sections 2-3

Dr. Kosey stated that this section is being reviewed incrementally.

11. ENTER CLOSED SESSION: For the purpose of the selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance, pursuant to 5 ILCS 120/2(c)(3) of the Open Meetings Act.

Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Gondek, to enter into closed session at 7:31 p.m. for the purpose of the selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance, pursuant to 5 ILCS 120/2(c)(3) of the Open Meetings Act.

The motion passed by roll call vote.
Ayes: Commissioners Vescovi, Ivkovic Kelley, Gondek, Chan, and President Knitter
Nays: None

12. ARISE FROM CLOSED SESSION AND RESUME THE OPEN SESSION

Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Gondek, to arise from closed session and resume the open session at 8:23 p.m.

The motion passed by roll call vote.
Ayes: Commissioners Gondek, Ivkovic Kelley, Vescovi, Chan, and President Knitter
Nays: None

13. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON JUNE 15, 2026, 6:30 P.M. President Knitter announced the next Regular Meeting of the Oak Brook Park District Board of Park Commissioners would be held on June 15, 2026, 6:30 p.m.

14. ADJOURNMENT

Motion: Commissioner Ivkovic Kelley made a motion, seconded by Commissioner Gondek, to adjourn the May 18, 2026 Regular Meeting of the Oak Brook Park District Board of Commissioners. The motion passed by voice vote, and the meeting adjourned at the hour of 8:24 p.m.

_____

Dr. Laure Kosey

Financial Statement

General Fund

The General Fund is used to account for all activity of the Park District, except for activity required to be accounted for in another fund. The General Fund is comprised of the following departments:

- Administration
- Finance
- Central Park North
- Central Park
- Saddlebrook Park
- Forest Glen Park
- Chillem Park
- Dean Nature Sanctuary
- Professional Services
- Information Technology
- Building- Family Recreation Center
- Central Park West
- Capital Outlay

Among the major activities accounted for in this fund are field and facility rentals, resident and non-resident daily admissions (shared with the Recreation Fund), general administration and finance services, information technology services, facility maintenance services for our Family Recreation Center and Central Park West facility, and maintenance of our Central Park and other satellite parks.

General Fund: Revenues and Expenditures Summary (Unaudited)
Fiscal Year-to-Date Activity through June 30, 2026 and 2025
16.67% completed (2 out of 12 months)

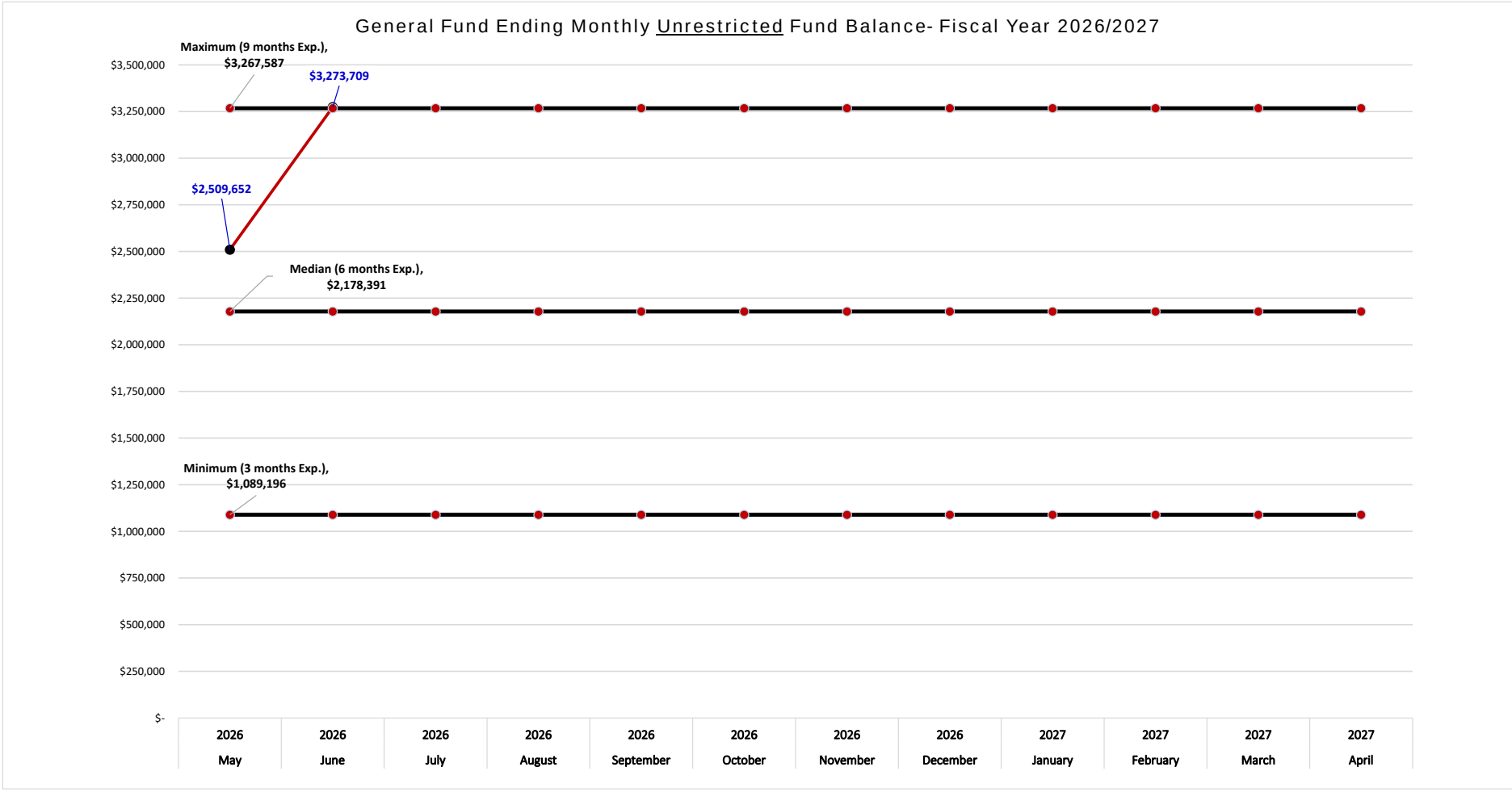
	Fiscal Year 2026/2027- Highlighted items reflect more than 8.33% variance						FY 2026/2027 compared to FY 2025/2026- Highlighted items reflect more than 10% variance		
	Original Annual Budget	June 2026 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2025/2026 YTD Actual	FY 2026/2027 YTD Actual Higher/(Lower) than 2025/2026 YTD Actual	Percent Change
REVENUES									
Administration	$ -	$ -	$ -	N/A	$ -	N/A	$ -	$ -	N/A
Finance									
Property Taxes	1,955,448	805,540	1,044,316	N/A	1,044,316	53.4%	1,043,226	1,091	0.1%
Personal Prop. Repl. Taxes	150,884	-	28,650	N/A	28,650	19.0%	31,180	(2,530)	-8.1%
Investment Income	109,452	8,154	14,961	N/A	14,961	13.7%	17,932	(2,971)	-16.6%
Other	1,694	-	-	N/A	-	0.0%	-	-	N/A
Central Park North	94,250	17,372	29,029	N/A	29,029	30.8%	26,327	2,702	10.3%
Central Park	289,588	45,918	85,214	N/A	85,214	29.4%	49,034	36,180	73.8%
Saddlebrook Park	5,000	-	-	N/A	-	0.0%	-	-	N/A
Forest Glen Park	-	-	-	N/A	-	N/A	106	(106)	-100.0%
Chillem Park	-	-	-	N/A	-	N/A	-	-	N/A
Dean Property	2,500	-	-	N/A	-	0.0%	-	-	N/A
Information Technology	148,353	12,354	24,709	N/A	24,709	16.7%	24,148	561	2.3%
Building-Recreation Center	987,796	115,936	163,988	N/A	163,988	16.6%	270,441	(106,453)	-39.4%
Central Park West	132,455	9,800	26,596	N/A	26,596	20.1%	15,860	10,736	67.7%
Capital Outlay	190,000	-	-	N/A	-	0.0%	-	-	N/A
TOTAL REVENUES	**$ 4,067,420**	**$ 1,015,073**	**$ 1,417,463**	**$ -**	**$ 1,417,463**	**34.8%**	**$ 1,478,253**	**$ (60,790)**	-4.1%
EXPENDITURES									
Administration	$ 398,406	$ 27,887	$ 47,004	$ 231	47,236	11.8%	$ 30,476	$ 16,528	54.2%
Finance	339,734	21,991	37,224	43	37,266	11.0%	34,358	2,866	8.3%
Central Park North	99,925	9,434	17,791	28,459	46,250	17.8%	15,506	2,285	14.7%
Central Park	935,749	66,546	119,017	74,358	193,375	12.7%	105,202	13,816	13.1%
Saddlebrook Park	29,163	1,909	2,215	8,335	10,551	7.6%	365	1,850	506.7%
Forest Glen Park	28,281	1,629	5,712	10,767	16,480	20.2%	5,625	87	1.6%
Chillem Park	7,726	411	457	1,377	1,834	5.9%	174	283	162.1%
Dean Property	32,699	4,543	4,814	21,411	26,225	14.7%	255	4,559	1786.3%
Professional Services	56,000	-	6,256	-	6,256	11.2%	-	6,256	N/A
Information Technology	379,277	24,313	58,839	40,697	99,536	15.5%	39,862	18,977	47.6%
Building-Recreation Center	1,286,190	86,538	142,579	103,400	245,978	11.1%	143,980	(1,402)	-1.0%
Central Park West	149,633	5,816	8,854	22,737	31,591	5.9%	5,212	3,642	69.9%
Capital Outlay	614,000	-	-	28,868	28,868	0.0%	-	-	N/A
TOTAL EXPENDITURES	**$ 4,356,782**	**$ 251,019**	**$ 450,762**	**$ 340,684**	**$ 791,446**	**10.3%**	**$ 381,016**	**$ 69,746**	**18.3%**
TRANSFERS OUT	$ -	$ -	$ -	$ -	$ -	N/A	$ -	$ -	N/A
TOTAL EXPENDITURES AND TRANSFERS OUT	**$ 4,356,782**	**$ 251,019**	**$ 450,762**	**$ 340,684**	**$ 791,446**	**10.3%**	**$ 381,016**	**$ 69,746**	**18.3%**
REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS OUT	**$ (289,362)**	**$ 764,054**	**$ 966,700**	**$ (340,684)**	**$ 626,016**	-334.1%	**$ 1,097,237**	**$ (130,537)**	-11.9%

Note 1> Fiscal year 2026/2027 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2025/2026, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expenditure and are used by staff to manage spending activity.

Oak Brook Park District
Schedule of Ending Monthly Unrestricted Fund Balance- General Fund

	Actuals- Unaudited												
	May 2026	June 2026	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026	January 2027	February 2027	March 2027	April 2027	Fiscal Y-T-D
Beginning Unrestricted	$ 2,307,009	$ 2,509,652											
Monthly Net Surplus/(Deficit)	202,643	764,057											$ 966,700
Ending Unrestricted	$ 2,509,652	$ 3,273,709	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	



Minimum (3 months Exp.)	$ 1,089,196	$ 1,089,196	$ 1,089,196	$ 1,089,196	$ 1,089,196	$ 1,089,196	$ 1,089,196	$ 1,089,196	$ 1,089,196	$ 1,089,196	$ 1,089,196	$ 1,089,196
Median (6 months Exp.)	$ 2,178,391	$ 2,178,391	$ 2,178,391	$ 2,178,391	$ 2,178,391	$ 2,178,391	$ 2,178,391	$ 2,178,391	$ 2,178,391	$ 2,178,391	$ 2,178,391	$ 2,178,391
Maximum (9 months Exp.)	$ 3,267,587	$ 3,267,587	$ 3,267,587	$ 3,267,587	$ 3,267,587	$ 3,267,587	$ 3,267,587	$ 3,267,587	$ 3,267,587	$ 3,267,587	$ 3,267,587	$ 3,267,587

Prepared by: Marco Salinas

Last Update: 07/13/2026

Recreation Fund

The Recreation Fund is used to account for all recreation programming activity of the Park District; except for programming accounted for in our Tennis and Special Recreation funds. The Recreation Fund is comprised of the following departments:

- Recreation Administration
- Fitness Center
- Aquatic Center
- Aquatic Recreation Programming
- Youth Athletics
- Preschool Programs
- Youth Programs
- Adult Programs
- Pioneer Programs
- Special Events and Trips
- Marketing
- Capital Outlay

The primary focus of this fund is to account for recreational programming activities, client memberships, special events, preschool, and the marketing of these services. This fund also accounts for resources used to fund capital improvements.

Recreation Fund: Revenues and Expenditures Summary (Unaudited)

Fiscal Year-to-Date Activity through June 30, 2026 and 2025

16.67% completed (2 out of 12 months)

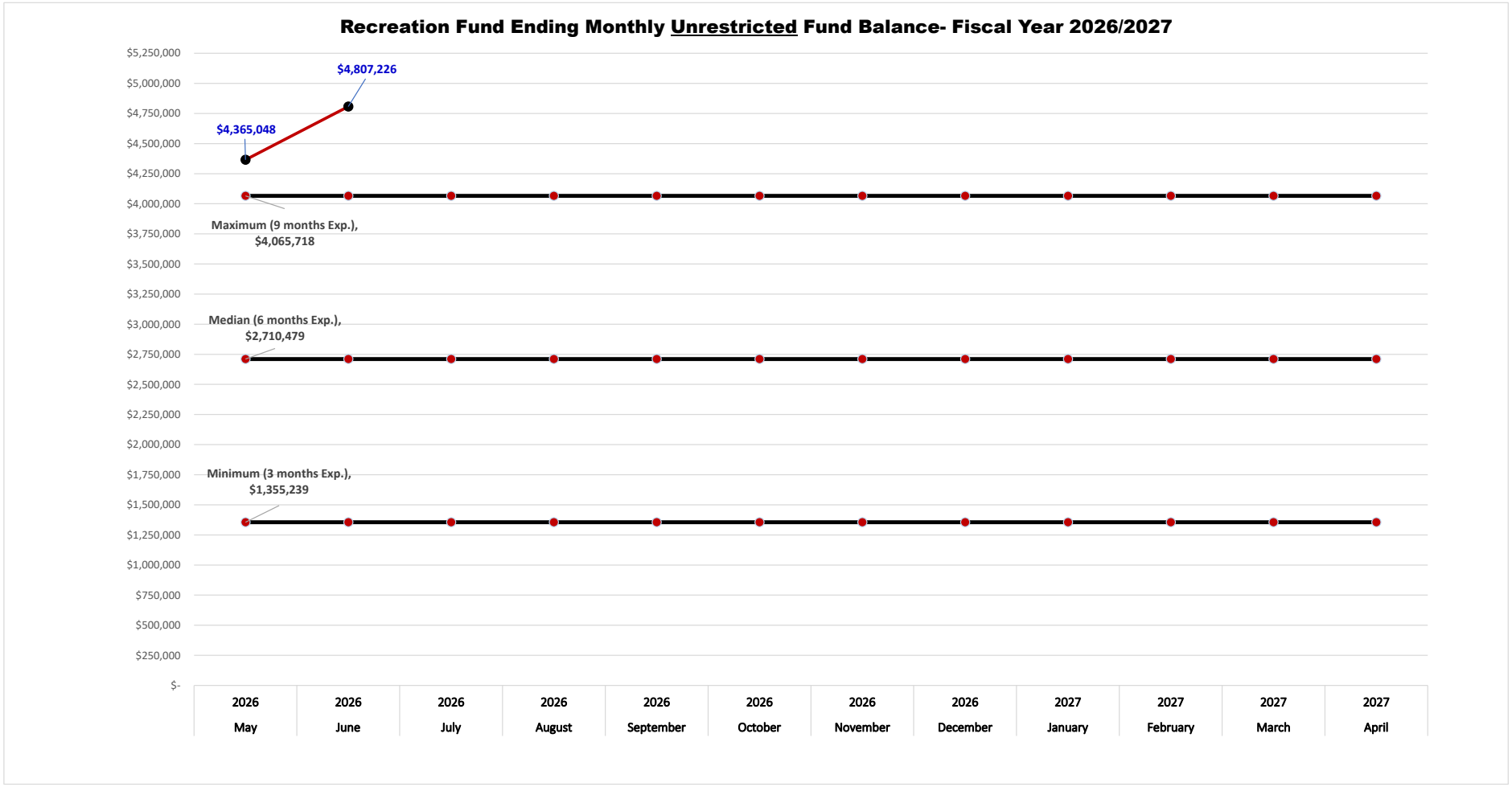
	Fiscal Year 2026/2027- Highlighted items reflect more than 8.33% variance						FY 2026/2027 compared to FY 2025/2026- Highlighted items reflect more than 10% variance		
	Original Annual Budget	June 2026 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2025/2026 YTD Actual	FY 2026/2027 YTD Actual Higher/(Lower) than 2025/2026 YTD Actual	Percent Change
REVENUES									
Administration									
Property Taxes	$ 1,370,299	$ 560,735	$ 726,947	N/A	$ 726,947	53.1%	$ 728,716	$ (1,769)	-0.2%
Personal Prop. Repl. Taxes	47,501	-	9,019	N/A	9,019	19.0%	9,816	(797)	-8.1%
Investment Income	138,157	12,993	23,906	N/A	23,906	17.3%	20,389	3,517	17.2%
Other	3,000	1,297	1,664	N/A	1,664	55.5%	2,000	(336)	-16.8%
Fitness Center	1,028,975	87,320	192,866	N/A	192,866	18.7%	160,491	32,375	20.2%
Aquatic Center	995,050	72,476	204,328	N/A	204,328	20.5%	195,869	8,458	4.3%
Aquatic Recreation Prog.	538,290	17,533	110,632	N/A	110,632	20.6%	137,169	(26,537)	-19.3%
Youth Athletics	519,850	4,709	84,262	N/A	84,262	16.2%	80,491	3,770	4.7%
Preschool Programs	389,689	1,377	34,400	N/A	34,400	8.8%	38,579	(4,179)	-10.8%
Youth Programs	275,936	20,218	247,570	N/A	247,570	89.7%	216,956	30,614	14.1%
Adult Programs	220,581	12,050	44,339	N/A	44,339	20.1%	32,332	12,007	37.1%
Pioneer Programs	79,194	5,847	23,029	N/A	23,029	29.1%	18,421	4,608	25.0%
Special Events and Trips	152,645	14,054	61,427	N/A	61,427	40.2%	64,188	(2,762)	-4.3%
Marketing	20,000	10,500	18,701	N/A	18,701	93.5%	6,487	12,214	188.3%
Capital Outlay	95,000	-	-	N/A	-	0.0%	-	-	N/A
TOTAL REVENUES	$ 5,874,167	$ 821,108	$ 1,783,090	$ -	$ 1,783,090	30.4%	$ 1,711,906	$ 71,184	4.2%
TRANSFERS IN	$ -	$ -	$ -	N/A	-	N/A	$ -	$ -	N/A
TOTAL REVENUES & TRANSFERS IN	**$ 5,874,167**	**$ 821,108**	**$ 1,783,090**	**$ -**	**$ 1,783,090**	**30.4%**	**$ 1,711,906**	**$ 71,184**	**4.2%**
EXPENDITURES									
Administration	$ 1,180,481	$ 88,149	$ 150,248	$ 61,906	$ 212,154	12.7%	$ 170,469	$ (20,222)	-11.9%
Fitness Center	651,130	44,188	79,561	71,811	151,372	12.2%	76,358	3,204	4.2%
Aquatic Center	1,232,246	115,000	181,199	156,507	337,706	14.7%	154,971	26,228	16.9%
Aquatic Recreation Prog.	300,271	13,758	25,708	39,309	65,016	8.6%	28,055	(2,347)	-8.4%
Youth Athletics	353,090	34,560	38,526	-	38,526	10.9%	10,781	27,746	257.4%
Preschool Programs	333,657	11,778	30,194	310	30,504	9.0%	24,449	5,745	23.5%
Youth Programs	179,680	27,246	30,592	(638)	29,953	17.0%	21,287	9,304	43.7%
Adult Programs	108,167	8,634	15,463	(1,529)	13,933	14.3%	14,399	1,063	7.4%
Pioneer Programs	105,829	7,034	13,500	3,366	16,866	12.8%	8,622	4,878	56.6%
Special Events and Trips	127,301	6,322	18,534	9,319	27,854	14.6%	27,296	(8,762)	-32.1%
Marketing	373,990	22,261	37,290	198	37,487	10.0%	38,149	(859)	-2.3%
Capital Outlay	475,112	-	-	58,688	58,688	0.0%	-	-	N/A
TOTAL EXPENDITURES	**$ 5,420,954**	**$ 378,930**	**$ 620,814**	**$ 399,244**	**$ 1,020,058**	**11.5%**	**$ 574,835**	**$ 45,979**	**8.0%**
TRANSFERS OUT	$ -	$ -	$ -	$ -	$ -	N/A	$ -	$ -	N/A
TOTAL EXPENDITURES & TRANSFERS OUT	**$ 5,420,954**	**$ 378,930**	**$ 620,814**	**$ 399,244**	**$ 1,020,058**	11.5%	**$ 574,835**	**$ 45,979**	**8.0%**
REVENUES & TRANSFERS IN, OVER (UNDER) EXPENDITURES & TRANSFERS OUT	**$ 453,212**	**$ 442,178**	**$ 1,162,276**	**$ (399,244)**	**$ 763,031**	256.5%	**$ 1,137,071**	**$ 25,205**	**2.2%**

Note 1> Fiscal year 2026/2027 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2025/2026, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expenditure and are used by staff to manage spending activity.

Oak Brook Park District
Schedule of Ending Monthly Unrestricted Fund Balance- Recreation Fund

	Actuals- Unaudited												
	May 2026	June 2026	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026	January 2027	February 2027	March 2027	April 2027	Fiscal Y-T-D
Beginning Unrestricted	$ 3,644,950	$ 4,365,048											
Monthly Net Surplus/(Deficit)	720,098	442,178											$ 1,162,276
Ending Unrestricted	$ 4,365,048	$ 4,807,226	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	



Minimum (3 months Exp.)	$ 1,355,239	$ 1,355,239	$ 1,355,239	$ 1,355,239	$ 1,355,239	$ 1,355,239	$ 1,355,239	$ 1,355,239	$ 1,355,239	$ 1,355,239	$ 1,355,239	$ 1,355,239
Median (6 months Exp.)	$ 2,710,479	$ 2,710,479	$ 2,710,479	$ 2,710,479	$ 2,710,479	$ 2,710,479	$ 2,710,479	$ 2,710,479	$ 2,710,479	$ 2,710,479	$ 2,710,479	$ 2,710,479
Maximum (9 months Exp.)	$ 4,065,718	$ 4,065,718	$ 4,065,718	$ 4,065,718	$ 4,065,718	$ 4,065,718	$ 4,065,718	$ 4,065,718	$ 4,065,718	$ 4,065,718	$ 4,065,718	$ 4,065,718

Tennis Fund

The Tennis Fund is used to account for the activities of our tennis center. The Tennis Fund is comprised of the following departments:

- Tennis Administration
- Building- Racquet Club
- Programs- Racquet Club
- Capital Outlay

The primary focus of this fund is to account for all tennis administration, recreational programming activities, client memberships, and special events. This fund also accounts for resources used to fund capital improvements at the tennis center.

Tennis Center Fund (Recreational Facilities): Revenues and Expenses Summary (Unaudited)

Fiscal Year-to-Date Activity through June 30, 2026 and 2025

16.67% completed (2 out of 12 months)

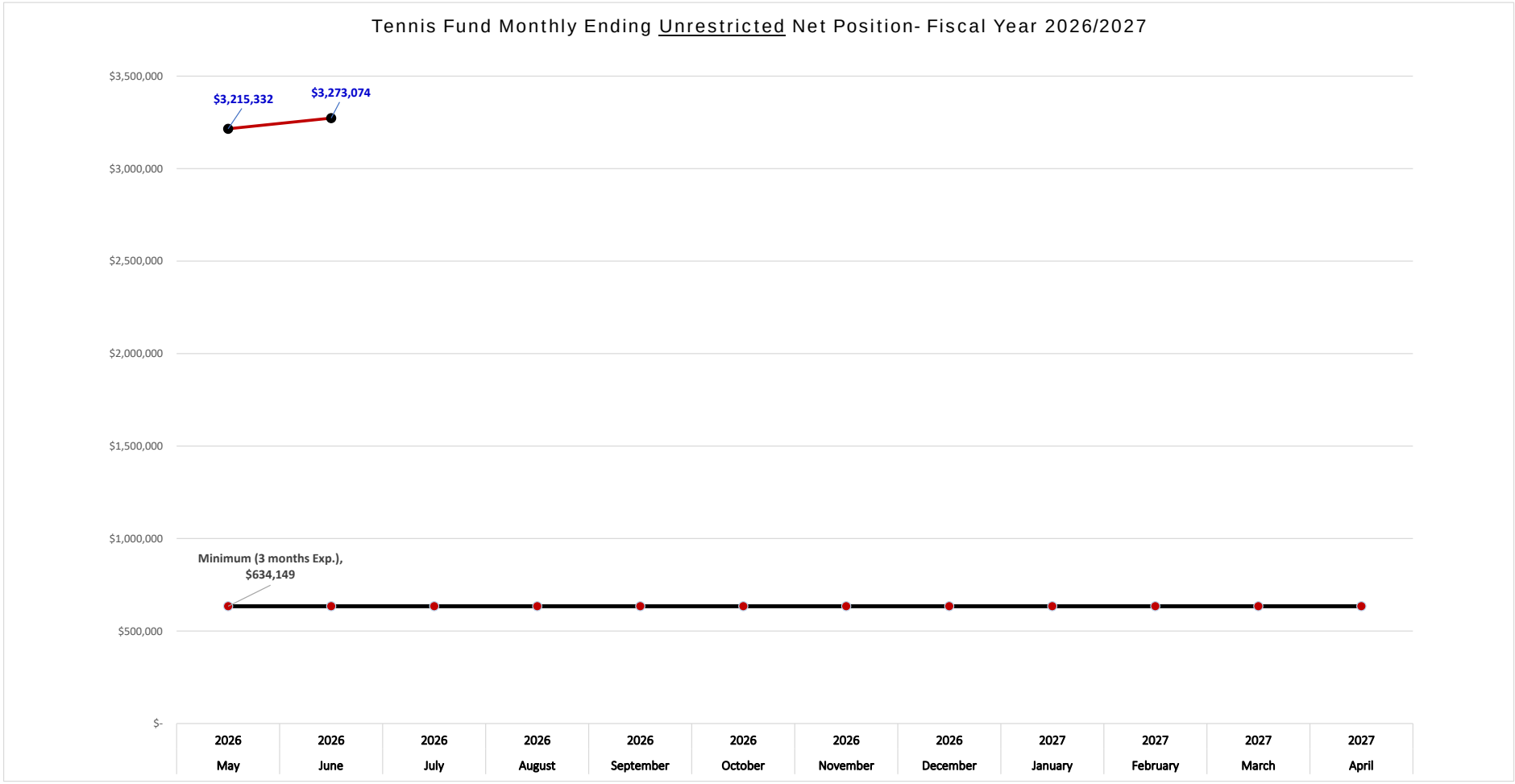
	Fiscal Year 2026/2027- Highlighted items reflect more than 8.33% variance						FY 2026/2027 compared to FY 2025/2026- Highlighted items reflect more than 10% variance		
	Original Annual Budget	June 2026 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2025/2026 YTD Actual	FY 2026/2027 YTD Actual Higher/(Lower) than 2025/2026 YTD Actual	Percent Change
REVENUES									
Administration	$ 348,964	$ 13,639	$ 27,034	N/A	$ 27,034	7.7%	$ 22,803	$ 4,231	18.6%
Building- Racquet Club	1,000	125	125	N/A	125	12.5%	-	125	N/A
Programs- Racquet Club	2,559,500	192,066	402,000	N/A	402,000	15.7%	393,503	8,497	2.2%
TOTAL REVENUES	**$ 2,909,464**	**$ 205,830**	**$ 429,159**	$ -	**$ 429,159**	**14.8%**	**$ 416,305**	**$ 12,853**	**3.1%**
EXPENSES									
Administration	$ 975,980	$ 58,563	$ 102,375	$ 3,014	$ 105,388	10.5%	$ 107,061	$ (4,686)	-4.4%
Building- Racquet Club	520,577	19,195	29,302	92,933	122,235	5.6%	28,589	713	2.5%
Programs- Racquet Club	1,040,038	57,673	105,134	2,145	107,278	10.1%	100,287	4,847	4.8%
Capital Outlay	1,880,000	6,284	6,284	71,573	77,857	0.3%	-	6,284	N/A
TOTAL EXPENSES	**$ 4,416,594**	**$ 141,716**	**$ 243,094**	**$ 169,665**	**$ 412,759**	**5.5%**	**$ 235,936**	**$ 7,157**	**3.0%**
REVENUES OVER (UNDER) EXPENSES	**$(1,507,130)**	**$ 64,115**	**$ 186,065**	**$ (169,665)**	**$ 16,400**	-12.3%	**$ 180,369**	**$ 5,696**	3.2%

Note 1> Fiscal year 2026/2027 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2025/2026, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expense and are used by staff to manage spending activity.

Oak Brook Park District
Schedule of Ending Monthly Unrestricted Net Position- Tennis Fund

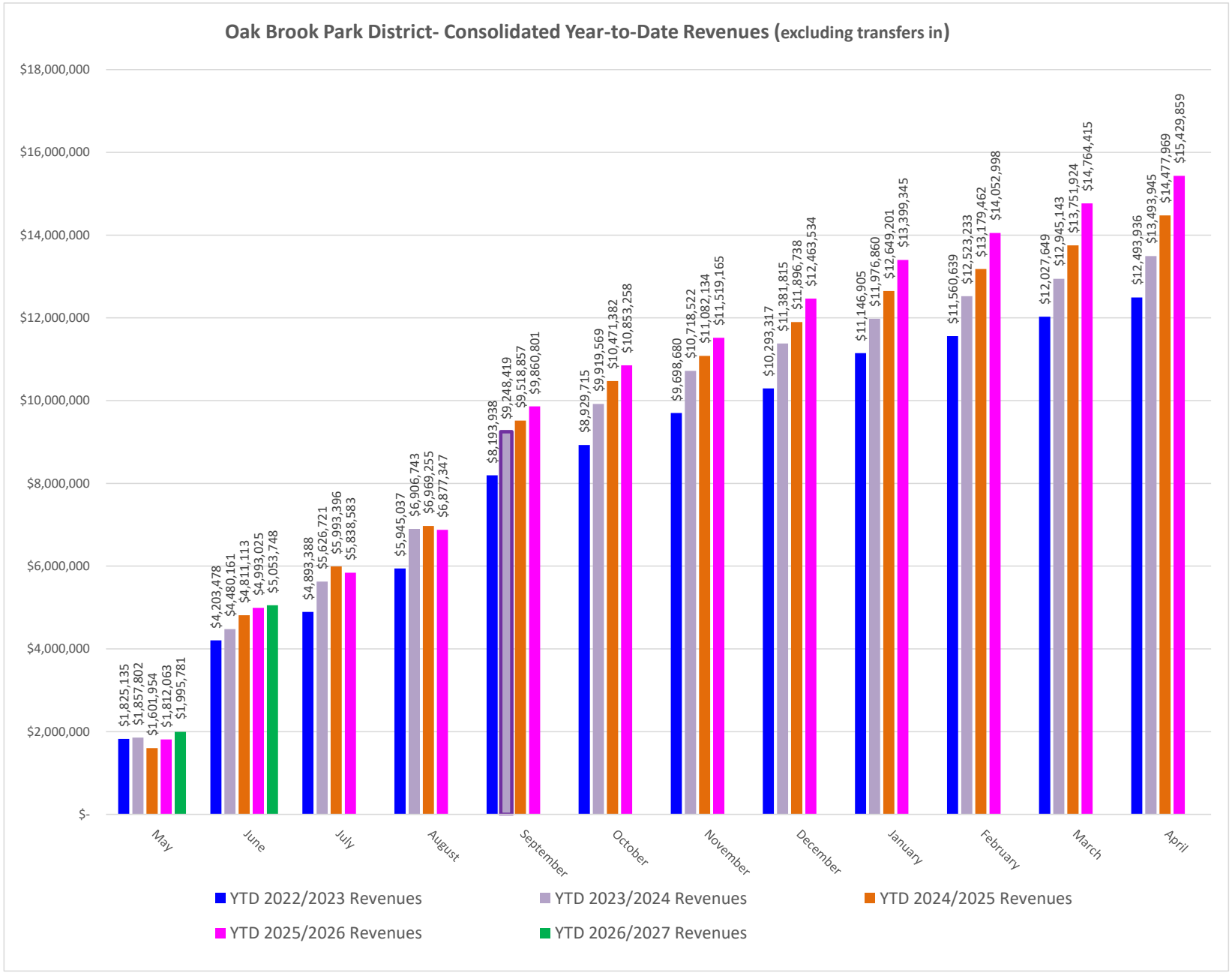
	Actuals- Unaudited												
	May 2026	June 2026	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026	January 2027	February 2027	March 2027	April 2027	Fiscal Y-T-D
Beginning Investment in Capital Assets	$ 2,008,943	$ 2,008,854											
Beginning Unrestricted	3,093,293	3,215,332											
Monthly Net Surplus/(Deficit)	121,950	64,115											$ 186,065
Ending Investment in Capital Assets	$ 2,008,854	$ 2,015,227											
Ending Unrestricted	$ 3,215,332	$ 3,273,074											



Minimum (3 months Exp.)	$ 634,149	$ 634,149	$ 634,149	$ 634,149	$ 634,149	$ 634,149	$ 634,149	$ 634,149	$ 634,149	$ 634,149	$ 634,149	$ 634,149
Median (6 months Exp.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum (9 months Exp.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

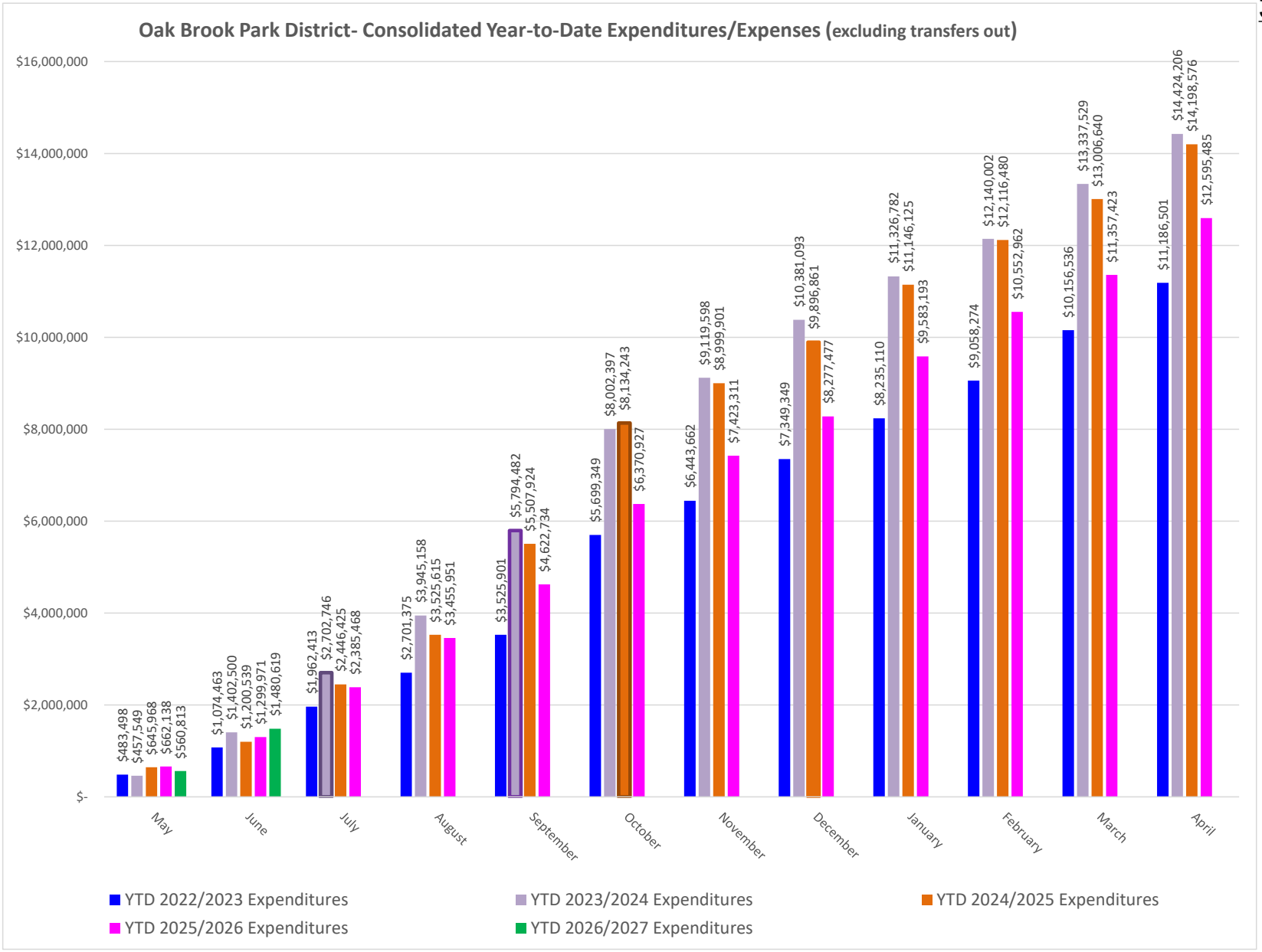
Prepared by: Marco Salinas

Last Update: 07/13/2026



NOTES

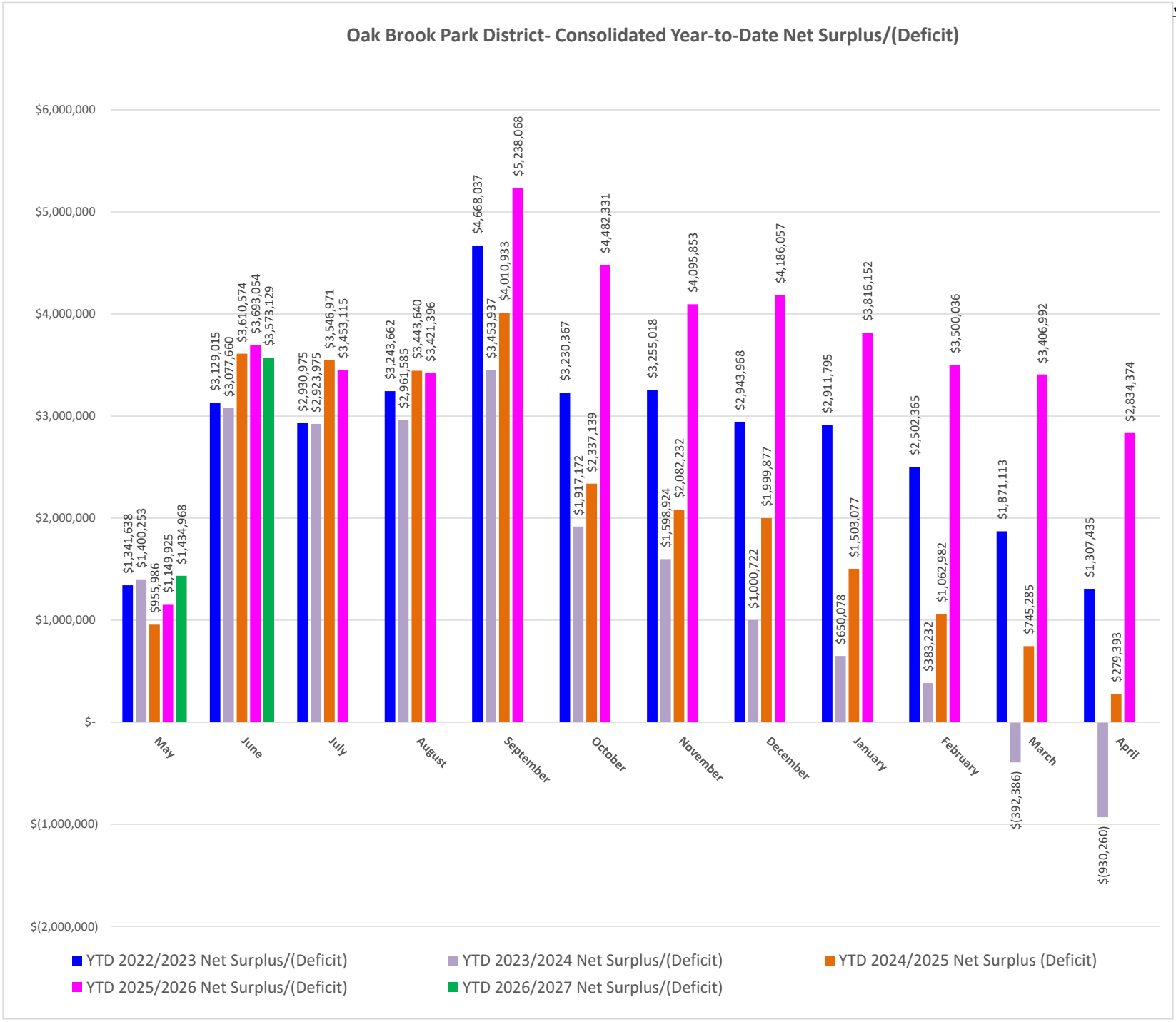
2023/2024 The large increase in Y-T-D revenues are being primarily driven by increased programming revenues in our fitness, aquatics, children's, special events departments, as well as in group tennis programming.



NOTES

2023/2024 The large increase in Y-T-D expenditures are being primarily driven by increased capital improvement costs for our Central Park improvements (e.g. bathrooms, pavilion, synthetic turf field).

2024/2025 The large increase in Y-T-D expenditures are being primarily driven by increased capital improvement costs for our Swim Central facility (e.g. HVAC system, painting, and window coverings) and bathroom and entryway improvements at our Central Park West (CPW) facility.


Oak Brook Park District- Consolidated Year-to-Date Net Surplus/(Deficit)
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
$(1,000,000)
$(2,000,000)
$1,341,638
$1,400,253
$955,986
$1,149,925
$1,434,968
$3,129,015
$3,077,660
$3,610,574
$3,693,054
$3,573,129
$2,930,975
$2,923,975
$3,546,971
$3,453,115
$3,243,662
$2,961,585
$3,443,640
$3,421,396
$4,668,037
$3,453,937
$4,010,933
$5,238,068
$3,230,367
$1,917,172
$2,337,139
$4,482,331
$3,255,018
$1,598,924
$2,082,232
$4,095,853
$2,943,968
$1,000,722
$1,999,877
$4,186,057
$2,911,795
$650,078
$1,503,077
$3,816,152
$2,502,365
$383,232
$1,062,982
$3,500,036
$1,871,113
$(392,386)
$745,285
$3,406,992
$1,307,435
$(930,260)
$279,393
$2,834,374
May
June
July
August
September
October
November
December
January
February
March
April
YTD 2022/2023 Net Surplus/(Deficit)
YTD 2023/2024 Net Surplus/(Deficit)
YTD 2024/2025 Net Surplus (Deficit)
YTD 2025/2026 Net Surplus/(Deficit)
YTD 2026/2027 Net Surplus/(Deficit)

OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENDITURE REPORT
June 2026

	FY 2026/2027 ANNUAL BUDGET	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (2 months)
GENERAL CORPORATE FUND			
Revenues & transfers in	$ 4,067,420	$ 1,015,073	$ 1,417,463
Expenditures & transfers out	4,356,782	251,016	450,762
Net surplus/(deficit)	$ (289,362)	$ 764,057	$ 966,700
RECREATION FUND			
Revenues & transfers in	$ 5,874,167	$ 821,108	$ 1,783,090
Expenditures & transfers out	5,420,954	378,930	620,814
Net surplus/(deficit)	$ 453,212	$ 442,178	$ 1,162,276
IMRF FUND			
Revenues & transfers in	$ 196,463	$ 63,359	$ 90,375
Expenditures & transfers out	208,235	15,129	31,745
Net surplus/(deficit)	$ (11,772)	$ 48,230	$ 58,630
LIABILITY INSURANCE FUND			
Revenues & transfers in	$ 215,427	$ 84,015	$ 111,208
Expenditures & transfers out	196,452	3,390	5,627
Net surplus/(deficit)	$ 18,975	$ 80,625	$ 105,581
AUDIT FUND			
Revenues & transfers in	$ 10,683	$ 4,983	$ 6,467
Expenditures & transfers out	14,475	-	-
Net surplus/(deficit)	$ (3,792)	$ 4,983	$ 6,467
DEBT SERVICE FUND			
Revenues & transfers in	$ 1,671,984	$ 678,202	$ 879,111
Expenditures & transfers out	1,644,166	-	65,568
Net surplus/(deficit)	$ 27,818	$ 678,202	$ 813,543
RECREATIONAL FACILITIES FUND (TENNIS CENTER)			
Revenues	$ 2,909,464	$ 205,830	$ 429,159
Expenses	4,416,594	141,716	243,094
Net surplus/(deficit)	$ (1,507,130)	$ 64,115	$ 186,065
SPECIAL RECREATION FUND			
Revenues & transfers in	$ 342,846	$ 122,761	$ 159,730
Expenditures & transfers out	331,831	3,908	9,524
Net surplus/(deficit)	$ 11,015	$ 118,853	$ 150,207

OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENDITURE REPORT
June 2026

	FY 2026/2027 ANNUAL BUDGET	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (2 months)
CAPITAL PROJECTS FUND			
Revenues & transfers in	$ 1,495,575	$ 1,369	$ 17,831
Expenditures & transfers out	1,471,279	-	-
Net surplus/(deficit)	$ 24,296	$ 1,369	$ 17,831
SOCIAL SECURITY FUND			
Revenues & transfers in	$ 315,213	$ 118,411	$ 159,316
Expenditures & transfers out	324,622	27,674	53,485
Net surplus/(deficit)	$ (9,409)	$ 90,737	$ 105,831
CONSOLIDATED SUMMARY			
Revenues & transfers in	$ 17,099,242	$ 3,115,113	$ 5,053,748
Expenditures/expenses & transfers out	18,385,390	821,762	1,480,619
Net surplus/(deficit)	$ (1,286,148)	$ 2,293,351	$ 3,573,129

OAK BROOK PARK DISTRICT
CONSOLIDATED REVENUES AND EXPENDITURES REPORT
Month: June 2026

	CONSOLIDATED TOTALS
REVENUES & TRANSFERS IN	
Property Taxes	$ 2,433,160
Personal Property Replacement Taxes	-
Interest	41,002
Miscellaneous	1,421
Fitness Center Fees, Memberships, Sponsorships	87,320
Aquatic Center Program Fees, Memberships, Rentals	90,009
Other Recreation Program Fees	250,321
Marketing Service Fees, Sponsorships, Donations	10,500
FRC Rental/Member Fees	63,455
Field, Pavilion Rentals & Concessions- Central Park North	17,372
Field Rentals- Central Park	44,265
Satellite Parks & DNS	-
Information Technology	0
CPW Building Rentals & Other	9,400
Grant Proceeds	-
Overhead Revenues	66,889
Transfers In	-
TOTAL REVENUES & TRANSFERS IN:	**$ 3,115,113**
EXPENDITURES/EXPENSES & TRANSFERS OUT	
Accounts Payable and Other	$ 248,696
Payroll and Related Benefits	506,177
Overhead Expenditures	66,889
Transfers Out	-
TOTAL EXPENDITURES/EXPENSES & TRANSFERS OUT:	**$ 821,762**
NET REVENUES/(EXPENDITURES/EXPENSES)	**$ 2,293,351**

Oak Brook Park District
Consolidated Balance Sheet
As of June 30, 2026

	Consolidated Totals
ASSETS	
Current Assets	
Cash and Investments	$ 14,069,883
Receivables - Net of Allowances	
Property Taxes	5,909,155
Accounts	928,269
Due from Other Funds	-
Prepaids	30
Inventories	23,342
Total Current Assets	$ 20,930,679
Noncurrent Assets	
Capital Assets	
Non-depreciable	$ 58,294
Depreciable	5,840,466
Accumulated Depreciation	(4,138,943)
Total Noncurrent Assets (net)	$ 1,759,817
Total Assets	$ 22,690,496
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Items-IMRF	$ 148,665
Total Assets and Deferred Outflows of Resources	**$ 22,839,161**
LIABILITIES	
Current Liabilities	
Accounts Payable	$ 382,077
Accrued Payroll	2,565
Retainage Payable	-
Unearned Revenue	933,814
Due To Other Funds	-
Unclaimed Property	88
Total Current Liabilities	$ 1,318,544
Noncurrent Liabilities	
Compensated Absences Payable	$ 42,527
Net Pension Liability - IMRF	111,188
Total OPEB Liability - RBP	76,757
Total Noncurrent Liabilities	$ 230,472
Total Liabilities	$ 1,549,016
DEFERRED INFLOWS OF RESOURCES	
Deferred Items - IMRF	$ 1,235
Property Taxes	5,909,155
Total Liabilities and Deferred Inflows of Resources	**$ 7,459,406**
FUND/NET POSITION BALANCES	
Non-spendable	$ 30.00
Restricted	1,634,609
Committed	5,180,864
Assigned	-
Unassigned	3,275,951
Net Investment in Capital Assets	2,015,227
Restricted	-
Unrestricted	3,273,074
Total Fund/Net Position Balances	**$ 15,379,755**
Total Liabilities, Deferred Inflows of Resources and Fund/ Net Position Balances	**$ 22,839,161**

OAK BROOK PARK DISTRICT

Treasurer's Report- As of June 30, 2026 and 2025

Investment Description	Bank/Institution	Current Year Balance	Current Year Rate/APY/ADY*	Prior Year Rate/APY/ADY*	Note	Current Concentration Percentage
Money Market						
	Old Second National (Evergreen Bank)	$ 5,918,796.38	4.070%	4.590%	Interest-bearing	44.55%
	Hinsdale Bank	1,847,917.92	3.830%	4.520%	Interest-bearing	13.91%
	Sub-Total:	$ 7,766,714.30				58.46%
Checking						
	Fifth Third Bank	$ 28,882.28	0.400%	0.500%	Interest-bearing	0.22%
Investment Pool						
	The Illinois Funds	$ 5,490,463.51	3.763%*	4.428%*	Illinois Public Treasurers' Investment Pool	41.32%
	Grand Total Investments:	$ 13,286,060.09				100.00%
Benchmark						
	Three-month U.S. Treasury Bill		3.828%	4.296%	Highly liquid short-term security. Payment of principal and interest guaranteed by the full faith and credit of the U.S. government. Rate is as of the day's close on 06/30/2026 and 06/30/2025.	

* Rate represents the average daily yield (ADY) for the applicable month (1 month).

Prepared by: Marco A. Salinas

Last Updated: 07/13/2026

Oak Brook Park District
Schedule of Capital Expenditures/Expenses
As of June 30, 2026

FUND & DESCRIPTION	VENDORS	Year-to-Date Expenditures	FY 2026/2027 Budget
Capital Projects Fund			
	Sub-total Balance:	**$ -**	**$ -**
Recreation Fund			
	Sub-total Balance:	**$ -**	**$ -**
Tennis Fund			
Central Park outdoor tennis and pickle ball courts project	Upland Design	$ 6,284.30	1,850,000.00
	Sub-total Balance:	**$ 6,284.30**	**$ 1,850,000.00**
Special Recreation Fund			
	Sub-total Balance:	**$ -**	**$ -**
	Grand Total Balance:	**$ 6,284.30**	**$ 1,850,000.00**

Warrant

Invoice Register Report

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
07302026 CONCERT							
52621	2ND HAND NEWS LLC	05/07/2026	07/20/2026	3,500.00	3,500.00	Open	Y
	SUMMER CONCERT SERIES 07/30/2026						07/30/2026
	02-60-751-016 SECOND HANDS NEW- WITPWP CONCERT			3,500.00			
120271							
52758	ACCRUE SOLUTIONS LLC	07/07/2026	07/20/2026	72.90	72.90	Open	Y
	FSA ADMIN FEES JULY 2026						07/07/2026
	01-01-650-000 GROUP MEDICAL & LIFE			8.10			
	01-02-650-000 GROUP MEDICAL & LIFE			12.15			
	01-05-650-000 GROUP MEDICAL & LIFE			8.10			
	01-14-650-000 GROUP MEDICAL & LIFE			4.05			
	01-15-650-000 GROUP MEDICAL & LIFE			8.10			
	02-01-650-000 GROUP MEDICAL & LIFE			8.10			
	02-25-650-000 GROUP MEDICAL & LIFE			4.05			
	02-50-650-000 GROUP MEDICAL & LIFE			4.05			
	07-01-650-000 GROUP MEDICAL & LIFE			16.20			
11158736							
52741	ACTIVE NETWORK LLC	06/30/2026	07/20/2026	378.00	378.00	Open	Y
	ACTIVENET MEGTEK PAYMENT DEVICE FOR						06/30/2026
	01-14-800-006 COMPUTER REPLACE & REPAIR-RECREATION			378.00			
1976							
52675	ADVANCED LANDSCAPING, LLC	06/09/2026	07/20/2026	8,740.00	8,740.00	Open	Y
	MAY/JUNE GRASS MOWING						06/09/2026
	01-05-750-008 CENTRAL PARK MOWING			5,855.00			
	01-06-750-008 SADDLE BROOK MOWING			1,530.00			
	01-07-750-008 FOREST GLEN MOWING			715.00			
	01-08-750-008 CHILLEM MOWING			230.00			
	01-09-750-008 DEANS MOWING			410.00			
2411							
52762	ADVANCED LANDSCAPING, LLC	07/06/2026	07/20/2026	6,992.00	6,992.00	Open	Y
	JUNE 2026 GRASS MOWING						07/06/2026
	01-05-750-008 CENTRAL PARK MOWING			4,684.00			
	01-06-750-008 SADDLE BROOK MOWING			1,224.00			
	01-07-750-008 FOREST GLEN MOWING			572.00			
	01-08-750-008 CHILLEM MOWING			184.00			
	01-09-750-008 DEANS MOWING			328.00			
8676							
52694	ALTHOFF INDUSTRIES INC	04/30/2026	07/20/2026	8,450.00	8,450.00	Open	Y
	MAINT. GARAGE BOILER - GLYCOL FLUSH,						04/30/2026

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	01-05-790-005 MAINTENANCE GARAGE BOILER FLUSH & FILL			8,450.00			
119552							
52722	ANCEL GLINK, P.C.	06/10/2026	07/20/2026	893.75	893.75	Open	Y
	LEGAL SERVICES MAY 2026						06/10/2026
	01-01-690-000 TEAM BUILDING SPEAKER			893.75			
0158316-IN							
52649	AQUA PURE ENTERPRISES, INC.	06/01/2026	07/20/2026	2,540.27	2,540.27	Open	Y
	AQUATIC CHEMICAL PRODUCTS						06/01/2026
	02-25-790-004 AQUATIC CHEMICAL PRODUCTS			2,540.27			
MAY 2023 BBALL							
52704	BEST OFFICIALS	05/31/2026	07/20/2026	1,128.00	1,128.00	Open	Y
	MAY 2026 REFEREE SERVICES						05/31/2026
	02-40-640-171 MEN'S BASKETBALL REFEREE SERVICES			1,128.00			
JUNE 2026 BBALL							
52775	BEST OFFICIALS	06/29/2026	07/20/2026	1,316.00	1,316.00	Open	Y
	JUNE 2026 REFEREE SERVICES						06/29/2026
	02-40-640-171 MEN'S BASKETBALL REFEREE SERVICES			1,316.00			
SUMMER 2026							
52701	BREAKAWAY BASKETBALL INC	06/22/2026	07/20/2026	26,094.25	26,094.25	Open	Y
	SUMMER GET BETTER LEAGUE - 2026						06/22/2026
	02-30-640-215 SUMMER GET BETTER LEAGUE 2026			26,094.25			
JUN26.TEN70							
52698	CARDMEMBER SERVICE	06/24/2026	07/20/2026	73.50	73.50	Open	Y
	TENNIS DEPT. PCARD JUNE 2026						06/24/2026
	07-71-800-002 BATTERIES			45.90			
	07-71-750-015 UPS BALL MACHINE PARTS			27.60			
JUN26.FIT71							
52708	CARDMEMBER SERVICE	06/24/2026	07/20/2026	845.00	845.00	Open	Y
	FITNESS DEPT PCARD JUNE 2026						06/24/2026
	02-21-800-000 AMAZON RESISTANCE BANDS			87.90			
	02-21-730-001 AMAZON HEAVY DUTY BROOM			27.99			
	02-21-730-001 AMAZON YOGA MAT CLEANER			32.26			
	02-60-765-001 AMAZON METAL SIGN STAKES			129.90			
	02-60-792-002 AMAZON FOOD TOMS TRIATHLON			175.86			
	02-21-800-000 AMAZON RESISTANCE BANDS			49.80			
	02-21-800-000 AMAZON SIGN STAKES & RESISTANCE BANDS			29.99			
	02-60-792-002 AMAZON SIGN STAKES & RESISTANCE BANDS			40.99			
	02-21-800-000 AMAZON RESISTANCE BANDS			29.96			
	02-60-794-002 CROWN TROPHY TOMS TRI AWARDS			117.76			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	02-21-800-000	AMAZON RESISTANCE BANDS		69.93			
	02-21-800-000	AMAZON RESISTANCE BANDS		39.95			
	02-21-730-001	AMAZON TAPE MEASURE		12.71			
JUN26.PRK09							
52781*	CARDMEMBER SERVICE	06/24/2026	07/20/2026	192.41	192.41	Open	Y
	PARKS DEPT PCARD JUNE 2026						06/24/2026
	01-05-790-007	AMZN- RETURN CREDIT SHOP SUPPLIES		(23.10)			
	01-05-790-007	AMZN- PAINT ROLLERS		49.98			
	01-05-800-006	AMZN- CHAIN LINK FENCE TIES		21.99			
	01-05-790-007	AMZN- SHOP SUPPLIES		23.10			
	01-05-790-007	AMZN- SHOP SUPPLIES		59.94			
	01-05-790-007	AMZN- SHOP SUPPLIES		60.50			
JUN26.FIN08							
52782	CARDMEMBER SERVICE	06/24/2026	07/20/2026	31.55	31.55	Open	Y
	FINANCE DEPT PCARD JUNE 2026						06/24/2026
	01-02-730-001	OFFICE SUPPLIES		31.55			
JUN26.REC78							
52783	CARDMEMBER SERVICE	06/24/2026	07/20/2026	1,053.01	1,053.01	Open	Y
	RECREATION DEPT PCARD JUNE 2026						06/24/2026
	02-40-792-181	DUNKIN - PICKLEBALL LEAGUE SUPPLIES		117.23			
	02-32-765-002	NETFLIX - DOLPHIN STATION		19.99			
	02-60-792-002	DUNKIN - TOM'S TRI SUPPLIES		192.17			
	02-40-765-181	AMAZON - PICKLEBALL SUPPLIES- GYM 1 GATE		95.99			
	02-32-754-004	HAUNTED TRAILS - FIELD TRIP ADMISSIONS		595.65			
	02-32-792-004	DUNKIN - SUMMER CAMP STAFF TRAINING		31.98			
JUN26.COM50							
52784	CARDMEMBER SERVICE	06/24/2026	07/20/2026	5,170.82	5,170.82	Open	Y
	COMMUNICATIONS/IT DEPT PCARD JUNE						06/24/2026
	01-14-675-000	ASCAP MUSIC ANNUAL LICENSE FEE		184.50			
	01-14-675-001	ASCAP MUSIC ANNUAL LICENSE FEE		184.50			
	01-14-675-002	ASCAP MUSIC ANNUAL LICENSE FEE		92.25			
	01-14-720-000	FIRST COMMUNICATIONS-ELEVATOR AND FAX LI		174.65			
	01-14-720-002	FIRST COMMUNICATIONS-ELEVATOR AND FAX LI		116.43			
	01-14-800-006	AMAZON - REPLACEMENT SWIMTEAM LAPTOP PC		949.99			
	01-14-721-000	T-MOBILE - MONTHLY PHONES/TABLETS		499.06			
	01-14-721-001	T-MOBILE - MONTHLY PHONES/TABLETS		272.22			
	01-14-721-002	T-MOBILE - MONTHLY PHONES/TABLETS		136.11			
	01-14-720-000	COMCAST - PRI PHONE LINES -ALL BUILDINGS		195.40			
	01-14-720-001	COMCAST - PRI PHONE LINES -ALL BUILDINGS		195.40			
	01-14-720-002	COMCAST - PRI PHONE LINES -ALL BUILDINGS		130.27			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	01-14-723-002	COMCAST - TENNIS CENTER CABLE TV SERVIC		71.18			
	01-14-722-000	COMCAST - DEAN NATURE INTERNET FOR SECUI		43.46			
	01-14-700-000	GMIS - IL ANNUAL DUES		225.00			
	02-60-765-030	VILLAGE OF OAK - BARKS AND BREW PERMIT		103.98			
	01-14-675-000	BAMBOO HR - MONTHLY SOFTWARE INVOICE		319.28			
	01-14-675-001	BAMBOO HR - MONTHLY SOFTWARE INVOICE		1,117.50			
	01-14-675-002	BAMBOO HR - MONTHLY SOFTWARE INVOICE		159.64			
JUN26.MNT29							
52785*	CARDMEMBER SERVICE	06/24/2026	07/20/2026	479.66	479.66	Open	Y
	MAINTENANCE DEPT PCARD JUNE 2026						06/24/2026
	01-15-800-012	(AMAZON) LIGHT BULBS PRESCHOOL HALL (1)		40.66			
	01-20-750-000	(AMAZON) ADA CHANGING TABLE (2) RETURN		(292.85)			
	01-15-750-000	(AMAZON) BATTERIES LCKR ROOM DISP.(3)		50.98			
	01-04-800-010	(AMAZON) CONCESSIONS EYE WASH (4)		39.12			
	01-15-840-000	(AMAZON) FRC EYE WASH REFILLS (5)		24.72			
	01-15-840-000	(AMAZON) FRC EYE WASH REFILL (6)		25.75			
	02-25-790-008	(AMAZON) FAC EYE WASH REFILL (6)		29.19			
	01-15-800-000	(AMAZON) FRC LCKR RM FANS (7)		137.98			
	02-25-790-004	(AMAZON) FAC DAILY CHEM REAGENTS (8)		76.68			
	09-01-800-000	(AMAZON) ADA GRAB BARS FRC (9)		54.58			
	01-20-750-000	(AMAZON) ADA TABLE RETURN CREDIT (2)		292.85			
JUN26.TEN69							
52786	CARDMEMBER SERVICE	06/24/2026	07/20/2026	1,791.18	1,791.18	Open	Y
	TENNIS DEPT PCARD JUNE 2026						06/24/2026
	07-75-782-000	TOURNAMENT- OFFICIALS MEALS		61.97			
	07-75-790-003	10-S TEACHING SUPPLIES		582.57			
	01-14-675-002	TENNISSOURCE SOFTWARE FEE		1,146.64			
JUN26.TEN68							
52787*	CARDMEMBER SERVICE	06/24/2026	07/20/2026	689.58	689.58	Open	Y
	TENNIS DEPT PCARD JUNE 2026						06/24/2026
	07-75-790-004	YUMEARTH - CREDIT FOR LOLLIPOP ORDER		(31.39)			
	07-01-740-000	JIMMY JOHNS - ADMINISTRATIVE DAY LUNCH		88.27			
	07-01-740-000	JIMMY JOHNS - STAFF METTING LUNCH		135.14			
	07-75-790-004	YUMEARTH- PROGRAM SUPPLIES LOLLIPOPS		209.25			
	07-01-730-002	AMAZON - COFFEE SUPPLIES, LIDS		23.49			
	07-01-730-001	AMAZON- OFFICE SUPPLIES, PTOUCH TAPE		24.98			
	07-01-730-002	AMAZON- COFFEE SUPPLIES		239.84			
JUN26.IT29							
52788	CARDMEMBER SERVICE	06/24/2026	07/20/2026	2,714.05	2,714.05	Open	Y
	I.T. DEPT PCARD JUNE 2026						06/24/2026

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	01-14-675-001 PASSKIT- DIGITAL MEMERSHIP CARD			39.50			
	01-14-800-006 AMAZON - WALL-MOUNT FOR IPAD KIOSK			108.28			
	01-14-800-005 UBIQUITI - WIFI MESH REPLACEMENT FOR CPN			198.99			
	01-14-800-006 AMAZON - WALL-MOUNT FOR IPAD KIOSK			163.38			
	01-14-722-000 COMCAST -MAIN INTHERNET ALL BUILDINGS			90.00			
	01-14-722-001 COMCAST -MAIN INTHERNET ALL BUILDINGS			90.00			
	01-14-722-002 COMCAST -MAIN INTHERNET ALL BUILDINGS			60.00			
	01-14-690-000 NETWORKING COMMITTEE MEETING			20.00			
	02-25-790-008 AMAZON - EVENTS WALKY-TALKIES			436.96			
	01-14-722-000 COMCAST - TV CABLE			306.82			
	01-14-722-001 COMCAST - TV CABLE			306.82			
	01-14-722-002 COMCAST - TV CABLE			204.55			
	01-14-800-006 IPAD - CPW AND CPN ACTIVENET POS SYSTEM			375.18			
	01-14-800-006 AMAZON - IPAD COVER AND PROTECTION			32.98			
	01-14-722-000 APPLE BUSINESS - APPLE DEVICE MANAGEMENT			15.22			
	01-14-722-001 APPLE BUSINESS - APPLE DEVICE MANAGEMENT			15.22			
	01-14-722-002 APPLE BUSINESS - APPLE DEVICE MANAGEMENT			10.15			
	01-14-722-000 COMCAST- WIFI SERVICE ALL BUILDING			90.00			
	01-14-722-001 COMCAST- WIFI SERVICE ALL BUILDING			90.00			
	01-14-722-002 COMCAST- WIFI SERVICE ALL BUILDING			60.00			
JUN26.FAC34							
52789*	CARDMEMBER SERVICE	06/24/2026	07/20/2026	2,519.37	2,519.37	Open	Y
	FACILITIES DEPT PCARD JUNE 2026						06/24/2026
	02-25-705-001 WALMART-AQUATIC PARTIES			51.40			
	02-25-705-001 AMAZON-AQUATIIC PARTIES			29.99			
	02-25-705-001 AMAZON-AQUATIC PARTIES			218.75			
	02-26-765-002 WORLD WATER PARK-EVENT SUPPLIES			99.00			
	02-60-792-002 COSTCO-TOM'S TRY-ATHLON FOOD			115.60			
	01-14-675-001 STATUSFY-COMMUNICATION PLATFORM			399.00			
	01-15-690-003 AMAZON-CUSTODIAL VACUUM CLEANER			606.48			
	02-25-840-005 LIFEGUARD STORE-UNIFORMS			465.00			
	02-25-840-005 LIFEGUARD STORE-UNIFORMS			289.50			
	02-26-765-002 IPRA-LIFEGUARD GAMES SUPPLIES			200.00			
	01-15-690-003 HSI EMERGENCY CARE-STAFF TRAINING			34.17			
	01-15-710-000 USPS-CERTIFIED MAIL			10.48			
	01-02-740-020 HSI EMERGENCY CARE-STAFF TRAINING			11.39			
	07-01-740-020 HSI EMERGENCY CARE-STAFF TRAINING			22.78			
	01-15-690-003 HSI EMERGENCY CARE-REFUND			(34.17)			
JUN26.ADM66							
52790	CARDMEMBER SERVICE	06/24/2026	07/20/2026	266.64	266.64	Open	Y
	ADMIN DEPT PCARD JUNE 2026						06/24/2026

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
01-01-730-001	AMAZON - NOTEPADS			1.50			
01-02-730-001	AMAZON - NOTEPADS			1.49			
01-15-730-001	AMAZON - NOTEPADS			1.50			
02-01-730-001	AMAZON - NOTEPADS			1.49			
02-21-730-001	AMAZON - NOTEPADS			1.50			
02-25-730-001	AMAZON - NOTEPADS			1.50			
02-80-730-001	AMAZON - NOTEPADS			1.50			
01-01-730-001	AMAZON - NOTE PADS, PAPER PRODUCTS			2.90			
01-02-730-001	AMAZON - NOTE PADS, PAPER PRODUCTS			2.90			
01-15-730-001	AMAZON - NOTE PADS, PAPER PRODUCTS			2.90			
02-01-730-001	AMAZON - NOTE PADS, PAPER PRODUCTS			2.90			
02-21-730-001	AMAZON - NOTE PADS, PAPER PRODUCTS			2.90			
02-25-730-001	AMAZON - NOTE PADS, PAPER PRODUCTS			2.90			
02-80-730-001	AMAZON - NOTE PADS, PAPER PRODUCTS			2.90			
01-01-730-001	AMAZON -SHARPIES			5.70			
01-02-730-001	AMAZON -SHARPIES			5.70			
01-15-730-001	AMAZON -SHARPIES			5.70			
02-01-730-001	AMAZON -SHARPIES			5.71			
02-21-730-001	AMAZON -SHARPIES			5.70			
02-25-730-001	AMAZON -SHARPIES			5.70			
02-80-730-001	AMAZON -SHARPIES			5.70			
02-21-730-001	AMAZON - LAMINATING SHEETS			9.54			
02-26-765-002	AMAZON - LAMINATING SHEETS			9.54			
02-31-765-001	AMAZON - LAMINATING SHEETS			9.54			
02-32-765-005	AMAZON - LAMINATING SHEETS			9.54			
02-80-950-000	AMAZON - LAMINATING SHEETS			9.53			
01-01-730-001	AMAZON - MISC SUPPLIES FOLDERS, PENS			14.34			
01-02-730-001	AMAZON - MISC SUPPLIES FOLDERS, PENS			14.33			
01-15-730-001	AMAZON - MISC SUPPLIES FOLDERS, PENS			14.34			
02-01-730-001	AMAZON - MISC SUPPLIES FOLDERS, PENS			14.33			
02-21-730-001	AMAZON - MISC SUPPLIES FOLDERS, PENS			14.32			
02-25-730-001	AMAZON - MISC SUPPLIES FOLDERS, PENS			14.32			
02-80-730-001	AMAZON - MISC SUPPLIES FOLDERS, PENS			14.32			
01-01-730-001	AMAZON - TAPE			3.93			
01-02-730-001	AMAZON - TAPE			3.92			
01-15-730-001	AMAZON - TAPE			3.93			
02-01-730-001	AMAZON - TAPE			3.92			
02-21-730-001	AMAZON - TAPE			3.92			
02-25-730-001	AMAZON - TAPE			3.92			
02-80-730-001	AMAZON - TAPE			3.92			
01-01-730-001	AMAZON - GEL PENS			2.93			
01-02-730-001	AMAZON - GEL PENS			2.93			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	01-15-730-001 AMAZON - GEL PENS			2.93			
	02-01-730-001 AMAZON - GEL PENS			2.92			
	02-21-730-001 AMAZON - GEL PENS			2.93			
	02-25-730-001 AMAZON - GEL PENS			2.93			
	02-80-730-001 AMAZON - GEL PENS			2.93			
JUN26.REC92							
52791	CARDMEMBER SERVICE	06/24/2026	07/20/2026	797.41	797.41	Open	Y
	RECREATION DEPT PCARD JUNE 2026						06/24/2026
	02-50-761-000 MAIL FINAL PAYMENT FOR EXTENDED TRIP			12.90			
	02-50-760-000 AMAZON MAH JONGG SUPPLIES			100.32			
	02-50-760-000 AMAZON MAH JONGG SUPPLIES			133.40			
	02-50-754-300 PIONEER DAY TRIP PAYMENT ALPACA FARM			440.00			
	02-01-730-001 AMAZON OFFICE SUPPLIES			10.47			
	02-50-760-000 AMAZON MAH JONGG SUPPLIES			100.32			
JUN26.PRK00							
52792	CARDMEMBER SERVICE	06/24/2026	07/20/2026	561.49	561.49	Open	Y
	PARKS DEPT PCARD JUNE 2026						06/24/2026
	01-05-790-018 AMAZON- HAND WEEDER TOOL			40.71			
	01-05-740-020 AMAZON- INSECT REPELLENT			30.81			
	01-05-690-002 PDRMA- OSHA 10 TRAINING			75.00			
	01-05-700-000 IL.ARBORIST ASSOC.- MEMBER DUES			55.00			
	01-05-690-000 IL, ARBORIST ASSOC. - TRAINING COURSE			160.00			
	01-05-690-000 IL. ARBORIST ASSOC. - TRAINING COURSE			160.00			
	01-05-790-018 AMAZON- ONE GAL. PUMP SPRAYER			29.98			
	01-05-790-005 AMAZON- TOLIET PAPER ROLL HOLDER			9.99			
JUN26.FAC35							
52793	CARDMEMBER SERVICE	06/24/2026	07/20/2026	1,367.15	1,367.15	Open	Y
	FACILITIES DEPT PCARD JUNE 2026						06/24/2026
	01-15-730-001 AMAZON SPLASH ISLAND HAND STAMP			11.39			
	01-14-675-001 DYNAMIC MEDIA FRC MUSIC			34.95			
	01-15-840-006 AMAZON COFFEE SUPPLIES			51.96			
	01-15-840-000 AMAZON ICE PACKS			20.85			
	01-14-675-000 WHENTOWORK SUBSCRIPTION FRC AQUA TENNIS			500.00			
	01-14-675-001 WHENTOWORK SUBSCRIPTION FRC AQUA TENNIS			248.00			
	01-14-675-002 WHENTOWORK SUBSCRIPTION FRC AQUA TENNIS			500.00			
JUN26.REC02							
52794	CARDMEMBER SERVICE	06/24/2026	07/20/2026	131.94	131.94	Open	Y
	RECREATION DEPT PCARD JUNE 2026						06/24/2026
	02-40-792-181 END OF PICKLEBALL LEAGUE - FOOD			131.94			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
JUN26.MKT95							
52795	CARDMEMBER SERVICE	06/24/2026	07/20/2026	2,161.49	2,161.49	Open	Y
	MARKETING DEPT PCARD JUNE 2026						06/24/2026
	02-80-960-000 CPW/ATHLETIC FIELD SIGNAGE			678.73			
	02-80-800-000 WATERPROOF GOPRO			479.00			
	02-80-823-000 OBPD BRANDED PENS-GIVEAWAYS			204.31			
	02-80-823-000 OBPD BRANDED SUNGLASSES/TOWEL-GIVEAWAYS			799.45			
JUN26.MKT24							
52796	CARDMEMBER SERVICE	06/24/2026	07/20/2026	56.99	56.99	Open	Y
	MARKETING DEPT PCARD JUNE 2026						06/24/2026
	02-80-730-001 MONITOR STAND FOR DESK AMAZON			56.99			
JUN26.MKT63							
52797	CARDMEMBER SERVICE	06/24/2026	07/20/2026	59.29	59.29	Open	Y
	MARKETING DEPT PCARD JUNE 2026						06/24/2026
	01-01-730-001 EMAIL SUBSCRIPTION FOR MARKETING			5.99			
	01-01-690-000 KWANIS CLUB MEETING			14.59			
	01-01-690-000 KWANIS CLUB MEETING			19.10			
	01-01-074-000 FOUNDATION SOFTWARE			19.50			
	01-01-730-001 FOREIGN TRANSACTION FEE FOR ABOVE			0.11			
JUN26.REC04							
52798*	CARDMEMBER SERVICE	06/24/2026	07/20/2026	2,991.16	2,991.16	Open	Y
	RECREATION DEPT PCARD JUNE 2026						06/24/2026
	02-31-765-001 AMAZON - PRESCHOOL SUPPLIES - REFUND			(26.02)			
	02-31-765-001 AMAZON - PRESCHOOL SUPPLIES - REFUND			(26.02)			
	02-31-765-001 AMAZON - PRESCHOOL SUPPLIES - REFUND			(26.02)			
	02-32-765-005 KAHOOT - TEEN CAMP SUPPLIES			36.72			
	02-32-765-003 AMAZON - PEE WEE CAMP SUPPLIES			87.15			
	02-32-765-003 AMAZON - CAMP SUPPLIES			110.00			
	02-32-765-004 AMAZON - CAMP SUPPLIES			6.29			
	02-32-792-004 COSTCO - PLAYGROUND CAMP FOOD/EVENTS			9.49			
	02-32-765-003 COSTCO - CAMP SUPPLIES			44.77			
	02-32-765-004 COSTCO - CAMP SUPPLIES			9.99			
	02-32-792-004 COSTCO - CAMP SUPPLIES			67.46			
	02-32-792-004 TARGET - PLAYGROUND CAMP FOOD/EVENTS			26.49			
	02-32-765-003 TARGET - PEE WEE CAMP SUPPLIES			24.86			
	02-32-792-004 JASON'S DELI - PLAYGROUND FOOD/EVENTS			401.72			
	02-31-765-001 AMAZON - PRESCHOOL SUPPLIES			78.06			
	02-31-765-001 MICHAELS - PRESCHOOL SUPPLIES			76.27			
	02-32-765-004 AMAZON - PLAYGROUND CAMP SUPPLIES			35.56			
	02-32-765-004 AMAZON - PLAYGROUND CAMP SUPPLIES			52.99			

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	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		29.99			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		80.43			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		39.99			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		5.99			
	02-32-754-004	FUNTOPIA - ADMISSIONS PLAYGROUND CAMP		1,090.40			
	02-32-765-003	AMAZON - PEE WEE CAMP SUPPLIES		58.48			
	02-32-765-003	AMAZON - PEE WEE CAMP SUPPLIES		23.97			
	02-01-690-000	JEWEL OSCO - STAFF MEETING JUNE		12.99			
	02-32-754-004	HAUNTED TRAILS - ADMISSIONS CAMP		650.00			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		9.16			
JUN26.REC44							
52802	CARDMEMBER SERVICE		06/24/2026	07/20/2026	439.55	439.55	Open Y
	RECREATION DEPT PCARD JUNE 2026						06/24/2026
	02-50-765-305	1. POPCORN FOR PIONEER MOVIES COSTCO		11.98			
	02-60-765-030	2.BNB PB CUPS AND RAFFLE GIFTS AMZN		86.97			
	01-20-790-003	3. CARD TABLES FOR MAH JONG AMZN		196.80			
	02-01-690-000	4. ALL STAFF MEETING COSTCO		105.67			
	02-50-760-000	5. MAH JONG PUSHERS AMZN		21.99			
	02-60-765-030	6. BNB PB CUPS AMZN		16.14			
JUN26.AQU43							
52803	CARDMEMBER SERVICE		06/24/2026	07/20/2026	2,017.30	2,017.30	Open Y
	AQUATICS DEPT PCARD JUNE 2026						06/24/2026
	02-25-790-008	LIFEGUARD STORE- HIP PACKS FOR GUARDS		510.00			
	02-25-790-008	LIFEGUARD STORE- BREATHING MASKS		345.00			
	02-25-840-005	LIFEGUARD STORE- SWIMSUITS		405.00			
	02-25-790-008	LIFEGUARD STORE- GUARD TUBES		312.01			
	02-25-730-001	AMAZON- DOOR SIGN		13.29			
	02-25-690-010	OUTPOST- SWIM INSTRUCTOR TRAINING MEAL		432.00			
31343							
52654	CASE LOTS INC.		06/03/2026	07/20/2026	375.20	375.20	Open Y
	GYM WIPES						06/03/2026
	01-15-790-001	GYM WIPE SUPPLIES		375.20			
31862							
52745	CASE LOTS INC.		07/01/2026	07/20/2026	375.20	375.20	Open Y
	MONTHLY GYM WIPE SUPPLIES						07/01/2026
	01-15-790-001	GYM WIPE SUPPLIES		375.20			
32627							
52723	CHICAGO CLASSIC COACH, LLC		06/19/2026	07/20/2026	1,163.90	1,163.90	Open Y
	BUS FOR PIONEER TRIP 6/18/26						06/19/2026
	02-50-755-300	BUS PIONEER TRIP 6/18/26 CHICAGO CLASSIC		1,163.90			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
OBSP2026							
52643	CHICAGO LOVES DANCE	06/05/2026	07/20/2026	315.00	315.00	Open	Y
	YOUTH BALLET SPRING 2026						06/05/2026
	02-32-640-050 RESIDENT PARTICIPANT			315.00			
00223							
52689	CHINCHILLA WILDLIFE SOLUTIONS	06/03/2026	07/20/2026	2,217.54	2,217.54	Open	Y
	BEAVER TRAPPING ALONG GINGER CREEK						06/03/2026
	01-04-750-010 BEAVER TRAPPING			1,108.77			
	01-05-750-010 BEAVER TRAPPING			1,108.77			
56585							
52662	CROWN TROPHY	05/11/2026	07/20/2026	727.92	727.92	Open	Y
	TOM'S TRY-ATHLON PRIZES AND TROPHIES						05/11/2026
	02-60-794-002 PRIZES KIDS TRIATHLON			727.92			
2026 APIARY EXPENSES							
52724	DALE E. KLEBER	04/30/2026	07/20/2026	876.28	876.28	Open	Y
	APIARY MAINTENANCE SUPPLIES						04/30/2026
	01-09-790-018 BEE APIARY MAINTENANCE			876.28			
APIARY EXPENSES							
52725	DALE E. KLEBER	06/16/2026	07/20/2026	714.15	714.15	Open	Y
	REIMBURSEMENT OF APIARY EXPENSES						06/16/2026
	01-09-790-018 BEE APIARY MAINTENANCE			714.15			
9000260649							
52667	DAVEY RESOURCE GROUP INC	06/08/2026	07/20/2026	2,647.50	2,647.50	Open	Y
	DEAN NATURE SANCTUARY STEWARDSHIP						06/08/2026
	01-09-750-001 STEWARDSHIP			2,647.50			
261660059638342							
52638	DIRECT ENERGY BUSINESS, LLC	06/15/2026	07/20/2026	17,275.35	17,275.35	Open	Y
	MAY 2026- ELECTRICITY						06/15/2026
	01-20-770-000 ELECTRICITY CPW			667.78			
	01-15-770-001 ELECTRICITY FRC			2,772.17			
	02-01-770-001 ELECTRICITY FRC			2,217.74			
	02-21-770-000 ELECTRICITY FRC			2,217.74			
	02-25-770-000 ELECTRICITY AQUATICS			3,881.04			
	07-71-770-001 ELECTRICITY TENNIS CENTER			4,146.14			
	01-05-770-000 ELECTRICITY PARKS			551.15			
	01-05-770-005 ELECTRICITY GARAGE			288.93			
	01-07-770-000 ELECTRICITY FOREST GLEN			532.66			

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261630059630348							
52733	DIRECT ENERGY BUSINESS, LLC	06/12/2026	07/20/2026	668.60	668.60	Open	Y
	MAY 2026 ELECTRIC AT CPN						06/12/2026
	01-04-770-000 ELECTRICITY CPN			668.60			
0060945							
52657	DIRECT FITNESS SOLUTIONS, INC.	04/20/2026	07/20/2026	47,827.00	47,827.00	Open	Y
	FITNESS CENTER FLOORING MATERIALS						04/20/2026
	02-81-805-000 ECORE FITNESS CENTER FLOORING			47,827.00			
54320							
52702	DOCU-SHRED	06/13/2026	07/20/2026	1,040.00	1,040.00	Open	Y
	2026 DOCUMENT SHREDDING EVENT						06/13/2026
	02-60-752-020 DOCUMENT SHREDDING			940.00			
	02-60-752-020 FUEL SURCHARGE			100.00			
2026 REIMB							
52761	DORIN IACOB	07/02/2026	07/20/2026	131.00	131.00	Open	Y
	PTR MEMBERSHIP REIMBURSEMENT						07/02/2026
	07-75-690-000 WORKSHOPS / SEMINARS			131.00			
448281/4							
52670	EBEL'S ACE HARDWARE #8313	06/12/2026	07/20/2026	5.39	5.39	Open	Y
	BACKER ROD						06/12/2026
	01-15-750-000 GENERAL MAINTENANCE			5.39			
00217052-00							
52631	EDWARD OCCUPATIONAL HEALTH	05/31/2026	07/20/2026	59.00	59.00	Open	Y
	PRE-EMPLOYMENT TESTING						05/31/2026
	02-01-840-010 DRUG TESTING EXPENSE			59.00			
00216870-00							
52632	ELMHURST OCCUPATIONAL HEALTH	05/31/2026	07/20/2026	128.00	128.00	Open	Y
	PRE-EMPLOYMENT TESTING						05/31/2026
	01-02-650-010 PRE-EMPLOYMENT PHYSICAL			69.00			
	02-01-840-010 DRUG TESTING EXPENSE			59.00			
JUNE 2026							
52765	ENERGIZE SPORTZ	06/30/2026	07/20/2026	1,988.70	1,988.70	Open	Y
	ENERGIZE SPORTZ SHOOTING STARS JUNE						06/30/2026
	02-30-640-432 SHOOTING STARS - JUNE 2026			1,988.70			
W2601400.03							
52441	ENGINEERING RESOURCE ASSOCIATES	04/17/2026	07/20/2026	88.33	88.33	Open	Y
	CENTRAL PARK SITE TOPO ADDITIONAL						04/17/2026
	07-80-805-000 CENTRAL PARK SITE TOPO ADD PAVER AREA			88.33			

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65-67954							
52739	FAST SIGNS	04/30/2026	07/20/2026	287.00	287.00	Open	Y
	PINK 5K IN HONOR BANNER						05/01/2026
	02-60-765-001 PROGRAM MATERIALS PINK 5K			287.00			
1901449							
52645	FERGUSON FACILITIES #3400	06/04/2026	07/20/2026	77.29	77.29	Open	Y
	FACILITY CLEANING AND PAPER SUPPLIES						06/04/2026
	01-20-790-000 CPW PAPER PRODUCTS			77.29			
1901429							
52646	FERGUSON FACILITIES #3400	06/04/2026	07/20/2026	541.04	541.04	Open	Y
	FACILITY CLEANING AND PAPER SUPPLIES						06/04/2026
	01-15-790-000 FRC PAPER PRODUCTS			541.04			
1901519							
52647	FERGUSON FACILITIES #3400	06/04/2026	07/20/2026	77.29	77.29	Open	Y
	FACILITY PAPER SUPPLIES						06/04/2026
	01-04-790-000 NORTH FIELDS PAPER PRODUCTS			77.29			
1998896							
52737	FERGUSON FACILITIES #3400	06/24/2026	07/20/2026	192.99	192.99	Open	Y
	FACILITY CLEANING AND PAPER SUPPLIES						06/24/2026
	01-15-790-001 FRC CLEANING PRODUCTS			192.99			
SF-585749							
52697	FIRST STUDENT	06/17/2026	07/20/2026	815.00	815.00	Open	Y
	PLAYGROUND CAMP TRIP TO FUNTOPIA						06/17/2026
	02-32-755-004 YOUTH PLAYGRND CAMP TRANSPORT			815.00			
SF-602061							
52747	FIRST STUDENT	06/30/2026	07/20/2026	680.00	680.00	Open	Y
	PLAYGROUND CAMP TRIP SUBURBANITE						06/30/2026
	02-32-755-004 YOUTH PLAYGRND CAMP TRANSPORT			680.00			
019013-000 CPWJUN-26							
52726	FLAGG CREEK WATER RECLAMATION	06/26/2026	07/20/2026	43.09	43.09	Open	Y
	JUNE 2026 SEWER AT CPW						06/26/2026
	01-20-770-002 SEWER			43.09			
019016-000 FRC JUN26							
52727	FLAGG CREEK WATER RECLAMATION	06/26/2026	07/20/2026	2,225.67	2,225.67	Open	Y
	FRC SEWER EXPENSE JUNE 2026						06/26/2026
	01-15-770-003 FRC SEWER EXPENSE FY26-27			556.42			
	02-01-770-003 FRC SEWER EXPENSE FY26-27			445.13			
	02-21-770-015 FRC SEWER EXPENSE FY26-27			445.13			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	02-25-770-015 FRC SEWER EXPENSE FY26-27			778.99			
131766-001 CPN JUN26							
52728	FLAGG CREEK WATER RECLAMATION	06/26/2026	07/20/2026	87.43	87.43	Open	Y
	SEWER AT RESTROOM/CONCESSION BLDG						06/26/2026
	01-04-770-003 SEWER- CPN			87.43			
019014-000 TCJUN26							
52729	FLAGG CREEK WATER RECLAMATION	06/26/2026	07/20/2026	102.52	102.52	Open	Y
	SEWER AT TENNIS CENTER JUNE 2026						06/26/2026
	07-71-770-003 SEWER			102.52			
116742-000MAINTJUN26							
52730	FLAGG CREEK WATER RECLAMATION	06/26/2026	07/20/2026	36.13	36.13	Open	Y
	SEWER MAINT GARAGE JUNE 2026						06/26/2026
	01-05-770-008 SEWER MAINTENANCE GARAGE			36.13			
RI107284514							
52763	FP MAILING SOLUTIONS	06/02/2026	07/20/2026	179.94	179.94	Open	Y
	POSTAGE METER INK CARTRIDGES						06/02/2026
	01-14-677-000 SUPPLIES-CORPORATE			53.98			
	01-14-677-001 SUPPLIES-RECREATION			107.96			
	01-14-677-002 SUPPLIES-TENNIS			18.00			
I571512							
52664	GFC LEASING	06/03/2026	07/20/2026	439.35	439.35	Open	Y
	FY 26-27 COPIER LEASE M238697						06/03/2026
	01-14-678-000 JUN/JULY COPIER LEASE			153.77			
	01-14-678-001 JUN/JULY COPIER LEASE			241.64			
	01-14-678-002 JUN/JULY COPIER LEASE			43.94			
I584523							
52755	GFC LEASING	07/02/2026	07/20/2026	439.35	439.35	Open	Y
	JUL-AUG 2026 COPIER LEASE M238697						07/02/2026
	01-14-678-000 FY26/27COPIER LEASE			153.77			
	01-14-678-001 FY26/27COPIER LEASE			241.64			
	01-14-678-002 FY26/27COPIER LEASE			43.94			
30-439105							
52719	GOLD MEDAL PRODUCTS	06/23/2026	07/20/2026	315.75	315.75	Open	Y
	CONCERT CONCESSION FOODS						06/23/2026
	01-04-765-040 CONCESSION SUPPLIES			315.75			
IN15664060							
52692	GORDON FLESCH COMPANY	06/30/2026	07/20/2026	525.27	525.27	Open	Y
	MONTHLY COPIER CHARGES						06/30/2026

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	01-14-678-000	LEASES-CORPORATE			183.84			
	01-14-678-001	LEASES-RECREATION			288.90			
	01-14-678-002	LEASES-TENNIS			52.53			
45883								
52768	GREGG COMMUNICATIONS SYSTEMS		06/29/2026	07/20/2026	1,100.00	1,100.00	Open	Y
	AUTOMATE PHONE SYSTEM							06/29/2026
	01-14-720-000	VOIP LABOR - NON CONTRACT			440.00			
	01-14-720-001	VOIP LABOR - NON CONTRACT			440.00			
	01-14-720-002	VOIP LABOR - NON CONTRACT			220.00			
126751								
52718	HAGG PRESS		06/26/2026	07/20/2026	825.00	825.00	Open	Y
	ADVERTISER BANNERS							06/26/2026
	02-80-960-000	PRINTED MATERIALS			825.00			
00645464								
52658	HALOGEN SUPPLY COMPANY, INC.		06/02/2026	07/20/2026	411.14	411.14	Open	Y
	SPA PUMP MAX E-PRO REPLACEMENT ASSY							06/02/2026
	02-25-750-021	POOL PUMP ROOM- REPAIR/REPLACE			411.14			
00647526								
52744	HALOGEN SUPPLY COMPANY, INC.		06/30/2026	07/20/2026	882.37	882.37	Open	Y
	SPA REPLACEMENT PUMP MOTOR AND SEALS							06/30/2026
	02-25-750-021	POOL PUMP ROOM- REPAIR/REPLACE			882.37			
3620778								
52709	HOME DEPOT CREDIT SERVICES		06/02/2026	07/20/2026	99.62	99.62	Open	Y
	PAINTING SUPPLIES, CAULK, SANDING							06/02/2026
	01-20-750-000	GENERAL MAINTENANCE			81.71			
	01-05-790-007	MAINTENANCE SUPPLIES			17.91			
2024367								
52710	HOME DEPOT CREDIT SERVICES		06/03/2026	07/20/2026	52.88	52.88	Open	Y
	PAINTING TRAYS - SANDLOT REBINDER							06/03/2026
	01-05-790-007	MAINTENANCE SUPPLIES			52.88			
7054487								
52711	HOME DEPOT CREDIT SERVICES		06/08/2026	07/20/2026	122.26	122.26	Open	Y
	CUSTODIAL SUPPLIES							06/08/2026
	01-15-790-001	JANITORIAL SUPPLY / CLEANING PRODUCTS			47.53			
	01-15-800-000	BLDG EQUIP / REPAIR & REPLACE			17.82			
	01-15-790-003	JANITORIAL EQUIP/ REPAIR & REPLACE			56.91			

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4013914							
52712	HOME DEPOT CREDIT SERVICES	06/11/2026	07/20/2026	80.42	80.42	Open	Y
	RETAINING WALL ADHESIVE, WATER						06/11/2026
	01-05-790-018 TOOLS & EQUIPMENT			39.98			
	01-05-800-006 PARK EQUIP / REPLACE & REPAIR			40.44			
7623341							
52713	HOME DEPOT CREDIT SERVICES	06/18/2026	07/20/2026	30.42	30.42	Open	Y
	WALL ANCHORS AND DIAMOND BIT HOLE						06/18/2026
	01-15-750-000 GENERAL MAINTENANCE			11.45			
	02-25-790-001 EQUIPMENT-TOOLS-SUPPLIES			18.97			
5624764							
52714	HOME DEPOT CREDIT SERVICES	06/20/2026	07/20/2026	95.06	95.06	Open	Y
	ADA GRAB BARS, TEXTURED SPRAY PAINT						06/20/2026
	01-15-750-000 GENERAL MAINTENANCE			25.10			
	09-01-800-000 NON-CAPITAL/SMALL EQUIPMENT			69.96			
1520427							
52715	HOME DEPOT CREDIT SERVICES	06/24/2026	07/20/2026	12.78	12.78	Open	Y
	MONUMENT SIGN ADHESIVE						06/24/2026
	01-05-800-006 PARK EQUIP / REPLACE & REPAIR			12.78			
2162823							
52716	HOME DEPOT CREDIT SERVICES	06/03/2026	07/20/2026	(45.75)	(45.75)	Open	Y
	RETURN-PAINTING TRAYS						06/03/2026
	01-05-790-007 MAINTENANCE SUPPLIES			(45.75)			
5170016							
52717	HOME DEPOT CREDIT SERVICES	06/20/2026	07/20/2026	(69.96)	(69.96)	Open	Y
	ADA GRAB BARS						06/20/2026
	09-01-800-000 NON-CAPITAL/SMALL EQUIPMENT			(69.96)			
82521							
52644	HOME PLUMBING & HEATING	06/01/2026	07/20/2026	247.00	247.00	Open	Y
	BALL FIELD #4 REPLACEMENT WATER						06/01/2026
	01-05-800-006 PARK EQUIP / REPLACE & REPAIR			247.00			
FY27-69557							
52648	HR SOURCE	05/06/2026	07/20/2026	1,655.00	1,655.00	Open	Y
	FY26/27 ANNUAL MEMBERSHIP DUES						05/06/2026
	01-02-700-002 HR SOURCE DUES THROUGH JUNE 2027			1,655.00			
12638							
52665	HURRICANE POWER WASHING INC	06/02/2026	07/20/2026	1,500.00	1,500.00	Open	Y
	PRESSURE WASH SPLASH ISLAND CONCRETE						06/02/2026

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	02-25-750-065 PRESSURE WASH SPLASH ISLAND CONCRETE PAT			1,500.00			
2026 RENEWAL							
52799	ILLINOIS SECRETARY OF STATE	07/08/2026	07/20/2026	10.00	10.00	Open	Y
	TRADEMARK RENEWAL						07/08/2026
	02-80-940-000 OPBD LOGO TRADEMARK RENEWAL			5.00			
	02-80-940-000 PINK 5K TRADEMARK RENEWAL			5.00			
20260501115							
52642	ILLINOIS STATE POLICE	05/31/2026	07/20/2026	390.00	390.00	Open	Y
	MAY 2026 BACKGROUND CHECKS						05/31/2026
	02-01-840-002 CRIMINAL BACKGROUND CHECKS			390.00			
1487							
52624	IMAGINE NATION, LLC	06/09/2026	07/20/2026	111.90	111.90	Open	Y
	TIPPING BUCKET REPLACEMENT BEARRINGS						06/09/2026
	02-25-750-065 SPLASH PARK			111.90			
2549							
52674	INNOVUS ENTERPRISES INC	06/10/2026	07/20/2026	900.00	900.00	Open	Y
	GEESE DETERRENT SERVICES ON CENTRAL						06/10/2026
	01-04-750-010 GEESE DETERRENT NORTH ATHLETIC FIELDS			450.00			
	01-05-750-010 GEESE DETERRENT CENTRAL PARK			450.00			
2539							
52743	INNOVUS ENTERPRISES INC	05/10/2026	07/20/2026	900.00	900.00	Open	Y
	GEESE DETERRENT SERVICES ON CENTRAL						05/10/2026
	01-04-750-010 GEESE DETERRENT NORTH ATHLETIC FIELDS			450.00			
	01-05-750-010 GEESE DETERRENT CENTRAL PARK			450.00			
101							
52738	INTERIORS BY LYN, INC	06/29/2026	07/20/2026	120.00	120.00	Open	Y
	FLOWER ARRANGING CLASS 3.17.36						04/30/2026
	02-50-760-000 PIONEER CLASSES			120.00			
6/25/26							
52721	JENNIFER A. RIDDLE	06/25/2026	07/20/2026	400.00	400.00	Open	Y
	PIONEER PRESENTATION 6/25/26						06/25/2026
	02-50-760-000 PIONEER CLASSES			400.00			
42531588							
52659	JOHNSON CONTROLS SECURITY SOLUTIONS	06/13/2026	07/20/2026	228.98	228.98	Open	Y
	SECURITY SYSTEMS						07/01/2026
	07-71-750-002 SECURITY SYSTEMS			228.98			

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42531587							
52660	JOHNSON CONTROLS SECURITY SOLUTIONS	06/13/2026	07/20/2026	228.98	228.98	Open	Y
	QUARTERLY SERVICE						07/01/2026
	01-20-750-003 CPW JUNE-SEPT 2026 MONITORING			228.98			
INV439673							
52688	KNOWBE4 INC	06/17/2026	07/20/2026	1,263.60	1,263.60	Open	Y
	KNOW BE4 AWARENESS TRAINING						06/17/2026
	01-14-675-000 KNOW BE4 SECURTY AWARENESS TRAINING			467.53			
	01-14-675-001 KNOW BE4 SECURTY AWARENESS TRAINING			480.17			
	01-14-675-002 KNOW BE4 SECURTY AWARENESS TRAINING			315.90			
11102869							
52623	LAKESHORE ATHLETIC SERVICES	06/06/2026	07/20/2026	2,717.50	2,717.50	Open	Y
	RACE SERVICES FOR KIDS TRIATHLON						06/06/2026
	02-60-752-002 CHRONO TRACK TIMING			1,850.00			
	02-60-752-002 RACE BIBS			67.50			
	02-60-752-002 BIKE RACKS			150.00			
	02-60-752-002 FINISH LINE STRUCTURE			300.00			
	02-60-752-002 LABOR AND DELIVERY			350.00			
720595							
52772	LANER MUCHIN LTD	04/01/2026	07/20/2026	4,225.25	4,225.25	Open	Y
	LEGAL SERVICES- BOARD MATTERS 5507-						04/30/2026
	01-10-821-000 MARCH			4,225.25			
723276							
52773	LANER MUCHIN LTD	05/01/2026	07/20/2026	1,567.50	1,567.50	Open	Y
	LEGAL SERVICES- BOARD MATTERS 5507-						04/30/2026
	01-10-821-000 APRIL			1,567.50			
726103							
52804	LANER MUCHIN LTD	06/01/2025	07/20/2026	5,785.50	5,785.50	Open	Y
	LEGAL SERVICES- BOARD MATTERS 5507-						05/31/2026
	01-10-821-000 MAY			5,785.50			
119695							
52805	LAUTERBACH & AMEN LLP	06/24/2026	07/20/2026	1,000.00	1,000.00	Open	Y
	GASB 74/75 ACTUARIAL REPORT- FYE						06/24/2026
	01-02-740-050 ACTUARIAL REPORT- 04.30.2026			1,000.00			
JUNE 2026							
52759	LENNO LASN	06/30/2026	07/20/2026	620.00	620.00	Open	Y
	RACQUET STRINGING SERVICES						06/30/2026
	07-75-870-007 RACQUET STRINGING & REPAIR			620.00			

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07232026 CONCERT							
52620	LIZ BERG MUSIC LLC	05/07/2026	07/20/2026	1,650.00	1,650.00	Open	Y
	JOLLY RINGWALDS CONCERT IN THE PARK						07/23/2026
	02-60-751-016 SUMMER CONCERT 7/23/26			1,650.00			
2-2026							
52703	LPG MUSIC INC.	06/01/2026	07/20/2026	2,137.50	2,137.50	Open	Y
	SPRING 2026 - MUSIC TOGETHER						06/01/2026
	02-31-640-050 MUSIC TOGETHER SPRING PROGRAM 2026			2,137.50			
6103							
52482	M&M LOCK & SAFE, LTD	02/17/2026	07/20/2026	1,226.00	1,226.00	Open	Y
	ABC PRESCHOOL DOOR LOCK SERVICE CALL						04/30/2026
	01-15-800-000 MORTISE LOCK			897.00			
	01-15-800-000 LABOR			240.00			
	01-15-800-000 SERVICE CALL COMMERCIAL			89.00			
10018							
52736	MAHJONG MISCHIEF, LLC	06/25/2026	07/20/2026	800.00	800.00	Open	Y
	BEGINNER CLASSES - JUNE						06/25/2026
	02-50-760-000 PIONEER CLASSES			800.00			
9067							
52676	MARKET ACCESS CORP.	06/08/2026	07/20/2026	350.00	350.00	Open	Y
	MAY 2026 RENTER ALC PERMITS						06/08/2026
	01-20-740-000 ALC PERMIT EVENTS 100 AND UNDER			350.00			
9101							
52771	MARKET ACCESS CORP.	07/07/2026	07/20/2026	525.00	525.00	Open	Y
	JUNE 2026 RENTER ALC PERMITS						07/07/2026
	01-20-740-000 ALC PERMIT EVENTS 100 AND UNDER			525.00			
112005-26							
52720	MCCLOUD AQUATICS	05/04/2026	07/20/2026	9,765.00	9,765.00	Open	Y
	POND MANAGEMENT PROGRAM/TREATMENTS						05/04/2026
	01-05-750-006 GINGER GREEK POND MANAGEMENT PROGRAM			2,550.00			
	01-05-750-006 WATER LILIES TREATMENT			3,275.00			
	01-07-750-006 FOREST GLEN POND MANAGEMENT PROGRAM			3,200.00			
	01-07-750-006 UTV CATTAIL TREATMENTS			740.00			
13807							
52663	MEDIA NUT	06/08/2026	07/20/2026	238.75	238.75	Open	Y
	WEBSITE CONTACT EMAIL SYSTEM UPDATE						06/08/2026
	01-14-823-010 COMPUTER. TECH./OUT-SOURCE			238.75			

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13826							
52769	MEDIA NUT	07/05/2026	07/20/2026	722.50	722.50	Open	Y
	WEBSITE SOFTWARE UPDATE AND ADA						07/05/2026
	01-14-823-010 COMPUTER. TECH./OUT-SOURCE			722.50			
JUNE 2026							
52757	MEG ELIZABETH OLANDER	06/30/2026	07/20/2026	335.90	335.90	Open	Y
	JUNE MONTHLY CLASSES						06/30/2026
	02-21-640-002 FITNESS CONTRACTUAL INSTRUCTION			335.90			
84125							
52639	MENARDS	06/09/2026	07/20/2026	38.97	38.97	Open	Y
	LED LIGHTBULBS						06/09/2026
	01-20-790-002 ELECTRICAL PRODUCTS			38.97			
6.18.26 REIMBURSEMEN							
52691	MONICA LOCKIE	06/18/2026	07/20/2026	140.00	140.00	Open	Y
	REIMBURSEMENT FOR PIONEER TRIP TIPS						06/18/2026
	02-50-754-300 TRIP ADMISSIONS			140.00			
9806434							
52672	NEUCO INC	06/15/2026	07/20/2026	406.70	406.70	Open	Y
	REPLACEMENT INDUCER AIR FAN MOTOR						06/15/2026
	02-25-750-021 POOL PUMP ROOM- REPAIR/REPLACE			406.70			
214439							
52678	NEXT GENERATION	06/05/2026	07/20/2026	680.75	680.75	Open	Y
	CAMP COUNSELOR UNIFORMS						06/05/2026
	02-32-793-003 YOUTH PEE WEE CAMP- UNIFORM			400.00			
	02-32-793-004 YOUTH PLAYGROUND CAMP- UNIFORM			280.75			
214441							
52707	NEXT GENERATION	06/05/2026	07/20/2026	1,311.55	1,311.55	Open	Y
	SUMMER CAMP UNIFORMS						06/05/2026
	02-32-793-005 YOUTH TEEN CAMP UNIFORM			500.00			
	02-32-793-004 YOUTH PLAYGROUND CAMP UNIFORM			811.55			
214440							
52767	NEXT GENERATION	05/31/2026	07/20/2026	1,592.00	1,592.00	Open	Y
	TOMS TRY-ATHLON PARTICIPANT SHIRTS						05/31/2026
	02-60-793-002 PARTICIPANT T-SHIRTS			1,592.00			
214513							
52776	NEXT GENERATION	06/23/2026	07/20/2026	1,111.00	1,111.00	Open	Y
	LIFEGUARD UNIFORMS						06/23/2026
	02-25-840-005 STAFF UNIFORMS - SAFETY TEAM			1,111.00			

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FRC MAY-26							
52636	NICOR GAS	06/01/2026	07/20/2026	765.63	765.63	Open	Y
	MAY 2026 FRC GAS DELIVERY CHARGES						06/01/2026
	01-05-770-006	2026-2027 FRC GAS DELIVERY CHARGES		38.28			
	01-15-770-000	2026-2027 FRC GAS DELIVERY CHARGES		183.75			
	02-01-770-000	2026-2027 FRC GAS DELIVERY CHARGES		145.47			
	02-21-770-005	2026-2027 FRC GAS DELIVERY CHARGES		145.47			
	02-25-770-005	2026-2027 FRC GAS DELIVERY CHARGES		252.66			
TC MAY-26							
52637	NICOR GAS	06/01/2026	07/20/2026	297.94	297.94	Open	Y
	MAY 2026 GAS DELIVERY CHARGES AT TC						06/01/2026
	07-71-770-000	GAS DELIVERY AT TC FY 26/27		297.94			
C25134							
52687	NOBLETEC LLC	06/03/2026	07/20/2026	419.85	419.85	Open	Y
	BATTERY BACKUP REPLACEMENT FOR UPS						06/03/2026
	01-14-800-007	COMPUTER REPLACE & REPAIR-TENNIS		419.85			
HS65466230							
52634	NRG BUSINESS MARKETING LLC	06/03/2026	07/20/2026	1,681.26	1,681.26	Open	Y
	NATURAL GAS- FRC MAY 2026						06/03/2026
	01-05-770-006	2026-2027 FRC GAS COMMODITY CHARGES		84.06			
	01-15-770-000	2026-2027 FRC GAS COMMODITY CHARGES		403.50			
	02-01-770-000	2026-2027 FRC GAS COMMODITY CHARGES		319.44			
	02-21-770-005	2026-2027 FRC GAS COMMODITY CHARGES		319.44			
	02-25-770-005	2026-2027 FRC GAS COMMODITY CHARGES		554.82			
HS65466229							
52635	NRG BUSINESS MARKETING LLC	06/03/2026	07/20/2026	87.17	87.17	Open	Y
	MAY 2026 GAS COMMODITY CHARGES TC						06/03/2026
	07-71-770-000	26/27 GAS COMMODITY CHARGES TC		87.17			
MARCH/APRIL 2026							
52705	OAKBROOK TERRACE PARK DISTRICT	04/30/2026	07/20/2026	388.80	388.80	Open	Y
	NATURE TOTS PROGRAM						04/30/2026
	02-32-640-050	YOUTH CONTRACTED INSTRUCTION		388.80			
MAY 2026							
52706	OAKBROOK TERRACE PARK DISTRICT	05/22/2026	07/20/2026	259.20	259.20	Open	Y
	NATURE TOTS PROGRAM - MAY 2026						05/22/2026
	02-32-640-050	YOUTH CONTRACTED INSTRUCTION		259.20			

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4357-124026								
52700	O'REILLY AUTO PARTS		06/17/2026	07/20/2026	19.98	19.98	Open	Y
	SOCKET AND SHOP SUPPLIES							06/17/2026
	01-05-790-018	TOOLS & EQUIPMENT			19.98			
382354								
52693	PADDOCK PUBLICATIONS, INC.		06/23/2026	07/20/2026	292.10	292.10	Open	Y
	TENNIS COURT RENO AND FRC EXTERIOR							06/23/2026
	07-01-930-000	ADVERTISEMENTS			158.70			
	01-01-680-001	NOTICES & ORDINANCES			133.40			
IN19737								
52770	PARVIN-CLAUSS SIGN COMPANY INC		07/07/2026	07/20/2026	607.00	607.00	Open	Y
	REPLACEMENT LETTERS FOR JORIE							07/07/2026
	01-05-800-006				607.00			
PER-IN-109547								
52801	PERSPECTIVES, LTD		07/01/2026	07/20/2026	2,419.00	2,419.00	Open	Y
	FY26/27 EMPLOYEE ASSISTANCE							07/01/2026
	01-01-650-000	EAP: ED DEPT.			118.00			
	01-02-650-000	EAP: FINANCE & HR DEPT.			177.00			
	01-05-650-000	EAP: DD & PARKS DEPT			472.00			
	01-14-650-000	EAP: IT			59.00			
	01-15-650-000	EAP: FACILITIES			413.00			
	02-01-650-000	EAP: REC DEPT			354.00			
	02-21-650-000	EAP: FITNESS			59.00			
	02-25-650-000	EAP: SUPT. AQUA DEPT			177.00			
	02-80-650-000	EAP: MARKETING			177.00			
	07-01-650-000	EAP: TENNIS			236.00			
	07-71-650-000	EAP: TENNIS MAINT.			118.00			
	02-50-650-000	EAP REC MANAGER ADULT			59.00			
3909								
52640	PFEIFFER'S PEST CONTROL		06/11/2026	07/20/2026	600.00	600.00	Open	Y
	MONTHLY PEST CONTROL							06/11/2026
	01-15-750-007	FRC PREVENTATIVE MAINTENANCE			200.00			
	01-20-750-000	CPW PREVENTATIVE MAINTENANCE			100.00			
	01-04-750-000	NORTH FIELDS PREVENTATIVE MAINTENANCE			150.00			
	01-05-750-010	GARAGE PREVENTATIVE MAINTENANCE			150.00			
3908								
52673	PFEIFFER'S PEST CONTROL		06/11/2026	07/20/2026	150.00	150.00	Open	Y
	PEST CONTROL							06/11/2026
	07-71-750-003	PEST CONTROL			150.00			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
118931							
52740	PREFERRED WINDOW AND DOOR INC	06/29/2026	07/20/2026	5,698.00	5,698.00	Open	Y
	CPW SUPPLY & INSTALL VINYL WINDOW						04/30/2026
	02-81-805-000 CPW SUPPLY & INSTALL VINYL WINDOW			5,698.00			
123ST1-5276895							
52746	RED WING BUSINESS ADVANTAGE ACCOUNT	06/30/2026	07/20/2026	300.00	300.00	Open	Y
	SAFETY BOOT - PARK SUPERVISOR						06/30/2026
	01-05-740-020 SAFETY			300.00			
946116							
52753	SBC WASTE SOLUTIONS	06/30/2026	07/20/2026	660.00	660.00	Open	Y
	DUMPSTER SERVICE JULY 2026						06/30/2026
	01-15-750-002 DUMPSTER SERVICE FRC			240.00			
	01-20-750-002 DUMPSTER SERVICE CPW			280.00			
	07-71-750-006 DUMPSTER SERVICE TENNIS CENTER			140.00			
6100002122							
52734	SECURITAS TECHNOLOGY CORPORATION	06/05/2026	07/20/2026	459.00	459.00	Open	Y
	ADDITIONAL / REPLACEMENT FOBS						06/05/2026
	01-14-785-000 ACCESS CONTROL & MONITORING-CORPORATE			229.50			
	01-14-785-001 ACCESS CONTROL & MONITORING-RECREATION			229.50			
6500050347							
52735	SECURITAS TECHNOLOGY CORPORATION	06/09/2026	07/20/2026	291.15	291.15	Open	Y
	3 MONTH SECURITY						06/09/2026
	01-14-785-000 ACCESS CONTROL & MONITORING-CORPORATE			291.15			
9351255							
52494	SERVICE SANITATION, INC.	05/22/2026	07/20/2026	455.26	455.26	Open	Y
	PORTABLE RESTROOMS MAY 2026						05/22/2026
	01-05-750-055 CENTRAL PARK			455.26			
9359865							
52668	SERVICE SANITATION, INC.	06/16/2026	07/20/2026	200.00	200.00	Open	Y
	PORTABLE RESTROOMS BALLFIED JUNE						06/15/2026
	01-05-750-055 SPECIAL EVENTS			200.00			
9376069							
52695	SERVICE SANITATION, INC.	06/19/2026	07/20/2026	455.26	455.26	Open	Y
	PORTABLE RESTROOMS JUNE 2026						06/19/2026
	01-05-750-055 CENTRAL PARK			455.26			
9376070							
52696	SERVICE SANITATION, INC.	06/19/2026	07/20/2026	146.26	146.26	Open	Y
	PORTABLE RESTROOMS JUNE 2026						06/19/2026

Inv Num / Inv Ref#	Vendor / Description / GL Distribution		Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	01-09-750-020	DEAN NATURE SANCTUARY			146.26			
26047								
52731	SK ELECTRONICS		06/12/2026	07/20/2026	1,110.50	1,110.50	Open	Y
	FRC FRONT DESK NETWORK WIRING							06/12/2026
	01-14-823-010	FRC FRONT DESK NETWORK WIRING UPGRADE			1,110.50			
6066153983								
52671	STAPLES, INC		06/12/2026	07/20/2026	427.50	427.50	Open	Y
	PAPER							06/12/2026
	01-01-730-001	OFFICE SUPPLIES			53.44			
	01-02-730-001	OFFICE SUPPLIES			53.44			
	01-15-730-001	OFFICE SUPPLIES			53.44			
	02-01-730-001	OFFICE SUPPLIES			53.44			
	02-21-730-001	OFFICE SUPPLIES			53.44			
	02-25-730-001	OFFICE SUPPLIES			53.44			
	02-80-730-001	OFFICE SUPPLIES			53.43			
	01-14-730-001	OFFICE SUPPLIES			53.43			
INV/2026/01310								
52690	STARGUARD ELITE, LLC		05/31/2026	07/20/2026	12,100.00	12,100.00	Open	Y
	AQUATIC RISK PREVENTION & LIFEGUARD							05/31/2026
	02-25-690-005	EMPLOYEE TRAINING			12,100.00			
14001381								
52476	STERLING NETWORK INTEGRATION		05/22/2026	07/20/2026	2,646.74	2,646.74	Open	Y
	EXACQ RENEWALS LICENSES							05/22/2026
	01-14-786-002	TENNIS CENTER EXACQVISION SOFT. LICENSE			595.60			
	01-14-786-001	FRC VIDEO CAMERAMA SOFTWARE LICENSE			1,459.22			
	01-14-786-000	CENTRAL PARK - VIDEO SOFT. LICENSE			416.92			
	01-14-786-000	TRANSFER LICENSES- ADDED			175.00			
14001443								
52742	STERLING NETWORK INTEGRATION		07/01/2026	07/20/2026	1,388.20	1,388.20	Open	Y
	SENTINEL ONE ENDPOINT SECURITY &							07/01/2026
	01-14-675-000	MONTH COSTPER ENDPOINT SENTINEL 40/40/20			93.22			
	01-14-675-001	MONTH COSTPER ENDPOINT SENTINEL 40/40/20			93.22			
	01-14-675-002	MONTH COSTPER ENDPOINT SENTINEL 40/40/20			46.61			
	01-14-675-000	MICROSOFT OFFICE 365 BASIC 45/40/15			113.85			
	01-14-675-001	MICROSOFT OFFICE 365 BASIC 45/40/15			101.20			
	01-14-675-002	MICROSOFT OFFICE 365 BASIC 45/40/15			37.95			
	01-14-675-000	MICROSOFT OFFICE 365 PREMIUM 45/45/10			390.48			
	01-14-675-001	MICROSOFT OFFICE 365 PREMIUM 45/45/10			390.48			
	01-14-675-002	MICROSOFT OFFICE 365 PREMIUM 45/45/10			86.78			
	01-14-675-000	MICROSOFT OFFICE 365 STANDARD			34.41			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
IN593050							
52756	SUBURBAN DOOR CHECK & LOCK	06/30/2026	07/20/2026	46.10	46.10	Open	Y
	FRC KEY DUPCLICATION SERVICE						06/30/2026
	01-15-800-000 BLDG EQUIP / REPAIR & REPLACE			46.10			
0220398-IN							
52629	TAMELING INDUSTRIES INC.	06/11/2026	07/20/2026	570.15	570.15	Open	Y
	LIMESTONE CHIPS FOR PARKING LOT						06/11/2026
	01-09-750-009 ROADS / BIKE PATH SERVICE			570.15			
0220399-IN							
52630	TAMELING INDUSTRIES INC.	06/11/2026	07/20/2026	96.00	96.00	Open	Y
	TOP SOIL						06/11/2026
	01-05-790-022 LANDSCAPING / ORNAMENTAL SUPP.			96.00			
0219429-IN							
52633	TAMELING INDUSTRIES INC.	05/28/2026	07/20/2026	48.00	48.00	Open	Y
	TOP SOIL						05/28/2026
	01-05-790-022 LANDSCAPING / ORNAMENTAL SUPP.			48.00			
0220791-IN							
52777	TAMELING INDUSTRIES INC.	06/18/2026	07/20/2026	1,281.86	1,281.86	Open	Y
	LANDSCAPING MATERIALS STONE, TOP						06/18/2026
	01-09-750-009 RIP RAP AND ROAD MIX			552.30			
	01-04-790-010 TOPSOIL AND STRAW MAT			420.00			
	01-07-790-010 MULCH			280.00			
	01-06-800-006 ADHESIVE			29.56			
0221215-IN							
52780	TAMELING INDUSTRIES INC.	06/25/2026	07/20/2026	948.00	948.00	Open	Y
	MULCH, TOP SOIL, STRAW MAT, STAPLES						06/25/2026
	01-04-790-010 LANDSCAPE SUPPLIES			429.00			
	01-06-790-010 LANDSCAPE SUPPLIES			239.00			
	01-07-790-010 LANDSCAPE SUPPLIES			280.00			
44567							
52748	TAYLOR PLUMBING	06/30/2026	07/20/2026	356.85	356.85	Open	Y
	MAINTENANCE GARAGE ANNUAL BACKFLOW						06/30/2026
	01-05-750-016 PLUMBING SERVICES			356.85			
44568							
52749	TAYLOR PLUMBING	06/30/2026	07/20/2026	594.75	594.75	Open	Y
	PLUMBING MAINTENANCE & REPAIR						06/30/2026
	07-71-750-008 PLUMBING MAINTENANCE & REPAIR			594.75			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
44569							
52750	TAYLOR PLUMBING	06/30/2026	07/20/2026	475.80	475.80	Open	Y
	CPW ANNUAL BACKFLOOW TEST & CERTIFY						06/30/2026
	01-20-750-004 PLUMBING SERVICE AND REPAIRS			475.80			
44570							
52751	TAYLOR PLUMBING	06/30/2026	07/20/2026	475.80	475.80	Open	Y
	NORTH FIELDS ANNUAL BACKFLOW &						06/30/2026
	01-04-750-004 PLUMBING SERVICE			475.80			
44566							
52766	TAYLOR PLUMBING	06/30/2026	07/20/2026	1,052.55	1,052.55	Open	Y
	BACKFLOW TESTING & CERTIFICATION FRC						06/30/2026
	01-15-750-004 BACKFLOW TEST & CERTIFY			800.00			
	01-15-750-004 BACKFLOW TEST & FAILED			100.00			
	01-15-750-004 FILING FEE			152.55			
D677186							
52661	TOTAL FIRE & SAFETY, INC.	06/03/2026	07/20/2026	562.55	562.55	Open	Y
	ALARM SERVICE CALL						06/03/2026
	07-71-750-002 SECURITY SYSTEMS			562.55			
D702978							
52752	TOTAL FIRE & SAFETY, INC.	06/30/2026	07/20/2026	526.91	526.91	Open	Y
	CPW FIRE SAFETY COMPLIANCE						06/30/2026
	01-20-750-003 FIRE ALARM CPW / SECURITY SYSTEM			526.91			
D702979							
52778	TOTAL FIRE & SAFETY, INC.	06/30/2026	07/20/2026	1,993.05	1,993.05	Open	Y
	MAINTENANCE GARAGE FIRE EXTINGUISHER						06/30/2026
	01-05-770-009 NEW COMPLIANT FIRE EX. MAINT, GARAGE-5			1,993.05			
D706219							
52779	TOTAL FIRE & SAFETY, INC.	07/06/2026	07/20/2026	562.55	562.55	Open	Y
	FRC FIRE PANEL SERVICE CALL						07/06/2026
	01-15-750-013 FIRE ALARM / SPRINKLER SERVICE			562.55			
D702977							
52800	TOTAL FIRE & SAFETY, INC.	06/30/2026	07/20/2026	1,173.38	1,173.38	Open	Y
	FRC FIRE SAFETY COMPLIANCE						06/30/2026
	01-15-750-013 SERVICE CALL			92.00			
	01-15-750-013 6-YR MAINT. 10LB DRY CHEM EXTINGUISHER			222.00			
	01-15-750-013 HYDROTEST 10LB DRY CHEM EXTINGUISHER			160.00			
	01-15-750-013 DRY CHEM REBUILD KIT			160.45			
	01-15-750-013 20LB ABC ANSUL HF			378.10			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	01-15-750-013 10LB ABC BADGER ADVANTAGE WH			150.28			
	01-15-750-013 FUEL SURCHARGE			10.55			
2026 CONCERT							
52774	TRENT ANDERSON	06/29/2026	07/20/2026	1,650.00	1,650.00	Open	Y
	CONCERT SERIES BAND PAYMENT FOR						08/06/2026
	02-60-751-016 SUSHI ROLL BAND FOR 8/6/26 CONCERT			1,650.00			
226050323							
52625	TRUGREEN	06/02/2026	07/20/2026	3,745.83	3,745.83	Open	Y
	SPRING WEED AND FEED APPLICATIONS						06/02/2026
	01-04-750-013 CENTRAL PARK NORTH			3,745.83			
226050536							
52626	TRUGREEN	06/02/2026	07/20/2026	1,293.00	1,293.00	Open	Y
	CENTRAL PARK NORTH GRUB CONTROL						06/02/2026
	01-04-750-010 GRUB CONTROL-N SOCCER FIELDS			1,293.00			
225926829							
52627	TRUGREEN	06/01/2026	07/20/2026	2,173.58	2,173.58	Open	Y
	CENTRAL PARK SOUTH FIELDS GRUB						06/01/2026
	01-05-750-010 GRUB CONTROL- S SOCCER FIELDS			2,173.58			
225926538							
52628	TRUGREEN	06/01/2026	07/20/2026	3,649.16	3,649.16	Open	Y
	SPRING WEED AND FEED APPLICATIONS						06/01/2026
	01-05-750-013 CENTRAL PARK			3,649.16			
OB23.070126							
52683	UMB BANK N.A.	05/06/2026	07/20/2026	65,250.00	65,250.00	Open	Y
	2023 G.O. LIMITED TAX PARK BONDS						05/06/2026
	06-94-928-006 2023 BONDS- INTEREST			65,250.00			
26-1443-03							
52732	UPLAND DESIGN LTD	06/04/2026	07/20/2026	6,284.30	6,284.30	Open	Y
	TENNIS CENTER COURT PROJECT DESIGN						06/04/2026
	07-80-805-000 CONSTRUCTION DOCUMENTS			1,965.00			
	07-80-805-000 CIVIL ENGINEERING			4,229.92			
	07-80-805-000 EXPENSES (MILEAGE, PRINTING,			89.38			
VC3-250080							
52666	VC3, INC	06/02/2026	07/20/2026	999.00	999.00	Open	Y
	DATAGARD TIME BASED RETENTION FY						06/02/2026
	01-14-675-000 MONTHLY DATA BACKUP			450.00			
	01-14-675-001 MONTHLY DATA BACKUP			450.00			
	01-14-675-002 MONTHLY DATA BACKUP			99.00			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution		Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
VC3-253523								
52754	VC3, INC		07/06/2026	07/20/2026	999.00	999.00	Open	Y
	DATAGARD TIME BASED RETENTION FY							07/06/2026
	01-14-675-000	MONTHLY DATA BACKUP			450.00			
	01-14-675-001	MONTHLY DATA BACKUP			450.00			
	01-14-675-002	MONTHLY DATA BACKUP			99.00			
29718								
52641	VILLAGE OF OAK BROOK		06/09/2026	07/20/2026	771.12	771.12	Open	Y
	POLICE PINK 5K AND TOMS TRI							06/09/2026
	02-60-752-001	CNTRACT SVCS EQ PINK 5K			514.08			
	02-60-752-002	CNTRACT SVCS EQ KIDS TRIATHLON			257.04			
29757								
52764	VILLAGE OF OAK BROOK		06/22/2026	07/20/2026	782.77	782.77	Open	Y
	FUEL CHARGES- APRIL 2026							04/30/2026
	01-05-790-025	FUEL/GASOLINE			782.77			
6162739-0								
52651	WAREHOUSE DIRECT INC.		06/08/2026	07/20/2026	305.49	305.49	Open	Y
	FACILITY PAPER AND CLEANING							06/08/2026
	01-20-790-000	CPW PAPER PRODUCTS			37.68			
	01-20-790-001	CPW CLEANING PRODUCTS			267.81			
6162481-0								
52652	WAREHOUSE DIRECT INC.		06/05/2026	07/20/2026	346.61	346.61	Open	Y
	FACILITY PAPER AND CLEANING							06/05/2026
	01-04-790-002	NORTH FIELDS CLEANING PRODUCTS			346.61			
6161853-0								
52653	WAREHOUSE DIRECT INC.		06/04/2026	07/20/2026	1,308.00	1,308.00	Open	Y
	FACILITY PAPER AND CLEANING							06/04/2026
	01-15-790-000	FRC PAPER PRODUCTS			743.61			
	01-15-790-001	FRC CLEANING PRODUCTS			564.39			
6168491-0								
52669	WAREHOUSE DIRECT INC.		06/17/2026	07/20/2026	328.48	328.48	Open	Y
	JANITORIAL SUPPLIES							06/17/2026
	07-71-790-001	JANITORIAL SUPPLIES			328.48			
6160831-1								
52677	WAREHOUSE DIRECT INC.		06/09/2026	07/20/2026	324.95	324.95	Open	Y
	JANITORIAL SUPPLIES							06/09/2026
	07-71-790-001	JANITORIAL SUPPLIES			324.95			

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6167704-0							
52679	WAREHOUSE DIRECT INC.	06/16/2026	07/20/2026	71.44	71.44	Open	Y
	MAINTENANCE SUPPLIES						06/16/2026
	01-05-790-007 MAINTENANCE SUPPLIES			71.44			
6167296-0							
52680	WAREHOUSE DIRECT INC.	06/16/2026	07/20/2026	189.80	189.80	Open	Y
	CAN LINERS						06/16/2026
	01-05-790-007 MAINTENANCE SUPPLIES			189.80			
C6160831-0							
52681	WAREHOUSE DIRECT INC.	06/11/2026	07/20/2026	(1,103.20)	(1,103.20)	Open	Y
	FULL CREDIT FOR INVOICE 6165166-00						06/11/2026
	07-71-790-001 JANITORIAL SUPPLIES			(1,103.20)			
6165166-0							
52682	WAREHOUSE DIRECT INC.	06/11/2026	07/20/2026	1,103.20	1,103.20	Open	Y
	THIS INVOICE CREDITED IN FULL						06/11/2026
	07-71-790-001 JANITORIAL SUPPLIES			1,103.20			
6165455-0							
52699	WAREHOUSE DIRECT INC.	06/19/2026	07/20/2026	291.00	291.00	Open	Y
	LOCKER ROOM /JANITORIAL SUPPLY						06/19/2026
	07-71-790-001 JANITORIAL SUPPLIES			291.00			
4556777242							
52650	WILSON SPORTING GOODS	06/05/2026	07/20/2026	184.92	184.92	Open	Y
	STRINGS						06/05/2026
	07-75-870-007 RACQUET STRINGING & REPAIR			184.92			
JUNE 2026							
52760	ZAZZO'S PIZZA	06/30/2026	07/20/2026	1,506.94	1,506.94	Open	Y
	PIZZA PARTY ORDERS JUNE 2026						06/30/2026
	02-25-705-001 AQUATICS SUMMER ORDERS			1,506.94			

# of Invoices: 181	# Due: 181	Totals:	361,468.35	361,468.35
# of Credit Memos: 3	# Due: 3	Totals:	(1,218.91)	(1,218.91)
Net of Invoices and Credit Memos:			360,249.44	360,249.44

* 5 Net Invoices have Credits Totalling: (459.57)

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Inv Amt	Amt Due
	--- TOTALS BY FUND ---			
	01 - GENERAL CORPORATE FUND		123,590.26	123,590.26
	02 - RECREATION FUND		154,832.27	154,832.27
	06 - DEBT SERVICE FUND		65,250.00	65,250.00
	07 - RECREATIONAL FACILITIES FUND		16,522.33	16,522.33
	09 - SPECIAL RECREATION FUND		54.58	54.58
	--- TOTALS BY DEPT/ACTIVITY ---			
	01 - ADMINISTRATION CORPORATE		6,508.98	6,508.98
	02 - FINANCE		3,040.80	3,040.80
	04 - CENTRAL PARK NORTH		10,057.20	10,057.20
	05 - CENTRAL PARK		40,968.71	40,968.71
	06 - SADDLEBROOK PARK		3,022.56	3,022.56
	07 - FOREST GLEN PARK		6,319.66	6,319.66
	08 - CHILLEM PARK		414.00	414.00
	09 - DEAN PROPERTY		6,244.64	6,244.64
	10 - PROFESSIONAL SERVICES		11,578.25	11,578.25
	14 - INFORMATION TECHNOLOGY		23,889.20	23,889.20
	15 - BUILDING/RECREATION CENTER		12,860.14	12,860.14
	20 - CENTRAL PARK WEST		3,897.82	3,897.82
	21 - FITNESS CENTER		3,997.42	3,997.42
	25 - AQUATIC CENTER		29,937.33	29,937.33
	26 - AQUATIC-RECREATION PROGRAMS		308.54	308.54
	30 - YOUTH ATHLETICS		28,082.95	28,082.95
	31 - PRESCHOOL PROGRAMS		2,223.31	2,223.31
	32 - YOUTH PROGRAMS		8,009.36	8,009.36
	40 - ADULT PROGRAMS		2,789.16	2,789.16
	50 - PIONEER PROGRAMS		3,507.86	3,507.86
	60 - SPECIAL EVENTS & TRIPS		14,914.91	14,914.91
	71 - BUILDING/RACQUET CLUB		7,445.98	7,445.98
	75 - TENNIS PROGRAMS		1,758.32	1,758.32
	80 - MARKETING		9,697.34	9,697.34
	81 - CAPITAL OUTLAY		53,525.00	53,525.00
	94 - DEBT SERVICE FUND		65,250.00	65,250.00

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119101								
52619	ACCRUE SOLUTIONS LLC		06/08/2026	06/25/2026	72.90	0.00	Paid	Y
	FSA ADMIN FEES MAY 2026							06/08/2026
	01-01-650-000	GROUP MEDICAL & LIFE			8.10			
	01-02-650-000	GROUP MEDICAL & LIFE			12.15			
	01-05-650-000	GROUP MEDICAL & LIFE			8.10			
	01-14-650-000	GROUP MEDICAL & LIFE			4.05			
	01-15-650-000	GROUP MEDICAL & LIFE			8.10			
	02-01-650-000	GROUP MEDICAL & LIFE			8.10			
	02-25-650-000	GROUP MEDICAL & LIFE			4.05			
	02-50-650-000	GROUP MEDICAL & LIFE			4.05			
	07-01-650-000	GROUP MEDICAL & LIFE			16.20			
0351								
52686	BRIAN WISMER		06/25/2026	07/02/2026	425.00	0.00	Paid	Y
	PLAYGROUND CAMP FIELD TRIP							07/02/2026
	02-32-754-004	YOUTH PLAYGRND CAMP ADMISSIONS			425.00			
261590059582757								
52611	DIRECT ENERGY BUSINESS, LLC		06/08/2026	06/25/2026	54.47	0.00	Paid	Y
	MAY 2026 ELECTRICITY AT DEAN							06/08/2026
	01-09-770-001	ELECTRICITY DNS			54.47			
MAY 2026								
52685	IL DEPT OF REVENUE		05/31/2026	06/25/2026	266.00	0.00	Paid	Y
	MAY 2026 SALES TAX RETURN							05/31/2026
	01-00-150-001	SALES TAX PAYABLE			138.00			
	07-75-560-000	PRO SHOP			128.00			
4/2026 EXP REIMB								
52655	MONICA LOCKIE		04/30/2026	06/25/2026	532.00	0.00	Paid	Y
	PIONEER TRIP EXPENSE REIMBURSEMENT							04/30/2026
	02-50-761-000	MULTI - DAY TRIP - LODGING			532.00			
MARCH/APRIL 2026								
52612	RACHEL JONES		04/30/2026	06/25/2026	60.54	0.00	Paid	Y
	MILEAGE REIMBURSEMENT							04/30/2026
	02-80-823-000	PUBLIC RELATIONS- MILEAGE REIMBURSEMENT			60.54			
FRC MAY-26								
52613	VILLAGE OF OAK BROOK		06/09/2026	06/25/2026	7,068.74	0.00	Paid	Y
	FRC WATER USE MAY 2026							06/09/2026
	01-15-770-002	FRC WATER USE			1,767.19			
	02-01-770-002	FRC WATER USE			1,413.75			
	02-21-770-010	FRC WATER USE			1,413.75			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	02-25-770-010 FRC WATER USE			2,474.05			
CPW MAY-26							
52614	VILLAGE OF OAK BROOK	06/09/2026	06/25/2026	121.79	0.00	Paid	Y
	WATER AT CPW MAY 2026						06/09/2026
	01-20-770-001 WATER			121.79			
MAINT MAY-26							
52615	VILLAGE OF OAK BROOK	06/09/2026	06/25/2026	89.85	0.00	Paid	Y
	WATER AT MAINT GARAGE MAY 2026						06/09/2026
	01-05-770-007 WATER MAINTENANCE GARAGE			89.85			
FIELDS MAY-26							
52616	VILLAGE OF OAK BROOK	06/09/2026	06/25/2026	10.00	0.00	Paid	Y
	WATER MIN CHARGE - FIELDS MAY 2026						06/09/2026
	01-05-770-001 WATER			10.00			
TC MAY-26							
52617	VILLAGE OF OAK BROOK	06/09/2026	06/25/2026	329.40	0.00	Paid	Y
	WATER AT TENNIS CENTER MAY 2026						06/09/2026
	07-71-770-002 WATER			329.40			
CPN MAY-26							
52618	VILLAGE OF OAK BROOK	06/09/2026	06/25/2026	281.49	0.00	Paid	Y
	WATER AT CONCESSION/RESTROOM BLDG						06/09/2026
	01-04-770-001 WATER			281.49			
2026 LICENSES							
52656	VILLAGE OF OAK BROOK	06/19/2026	06/25/2026	500.00	0.00	Paid	Y
	2026 SUMMER EVENT LIQUOR LICENSES						06/25/2026
	02-60-765-016 PROGRAM MATERIALS CONCERTS			500.00			
# of Invoices: 13	# Due: 0	Totals:		9,812.18	0.00		
# of Credit Memos: 0	# Due: 0	Totals:		0.00	0.00		
Net of Invoices and Credit Memos:				9,812.18	0.00		

	Inv Amt	Amt Due
--- TOTALS BY FUND ---		
01 - GENERAL CORPORATE FUND	2,503.29	0.00
02 - RECREATION FUND	6,835.29	0.00
07 - RECREATIONAL FACILITIES FUND	473.60	0.00
--- TOTALS BY DEPT/ACTIVITY ---		
00 - NON-DEPARTMENTAL	138.00	0.00
01 - ADMINISTRATION CORPORATE	1,446.15	0.00
02 - FINANCE	12.15	0.00
04 - CENTRAL PARK NORTH	281.49	0.00
05 - CENTRAL PARK	107.95	0.00
09 - DEAN PROPERTY	54.47	0.00
14 - INFORMATION TECHNOLOGY	4.05	0.00
15 - BUILDING/RECREATION CENTER	1,775.29	0.00
20 - CENTRAL PARK WEST	121.79	0.00
21 - FITNESS CENTER	1,413.75	0.00
25 - AQUATIC CENTER	2,478.10	0.00
32 - YOUTH PROGRAMS	425.00	0.00
50 - PIONEER PROGRAMS	536.05	0.00
60 - SPECIAL EVENTS & TRIPS	500.00	0.00
71 - BUILDING/RACQUET CLUB	329.40	0.00
75 - TENNIS PROGRAMS	128.00	0.00
80 - MARKETING	60.54	0.00

Staff Recognition

Getting to Know

Claire Kent

Recreation Manager - Youth



Birthday: December 30

The last good book I read: Piranesi by Susanna Clarke

What or who always makes you laugh? Arrested Development is always on in the background and always makes me laugh.

If I were an animal, I would be a: Panda bear

My favorite place to vacation is: Door County, Wisconsin
Because I like to: Kayak and look at the stars – been going there with the family since I was born!

My dream/goal is: To publish a book!

Little known fact about me: I found out I am red/green colorblind when I was a senior in high school. We took a vision test in one of my classes and I couldn't see the sailboat. ☹

Getting to Know

Michelle Konrad

Aquatics Program Manager



Birthday: December 3

I decided to work at the OBPD because: I decided to work at the OBPD because: I wanted to work here because the facility is beautiful, and every time I've attended PDRMA or Lifeguard Instructor trainings here, I've been impressed by how kind and welcoming the staff are. The positive atmosphere and the employees' enthusiasm for their work made me feel that this would be a great place to contribute and grow professionally.

My favorite childhood memory is: walking to the beach in St. Pierre, France, with my mom, sister, and mami (grandma), picking fresh apricots right off the trees along the way. The combination of family, sunshine, and simple (but such delicious) joy made it an unforgettable experience.

The last good movie I saw: Project Hail Mary

The last good book I read: The Women by Kristen Hannah

My favorite meal: creamy mustard chicken (my mom's recipe)

My personal hero: My Dad

I'd love to meet: Leonardo De Vinci

What or who always makes you laugh? My nephew, Declan, is one of the funniest people I know, when I am with him my stomach hurts from laughing so hard.

If I were an animal, I would be a: Cat

My favorite place to vacation is: Colorado
Because I like to: be near mountains and relax with my partner, his brother, and nephew.

My dream/goal is: to create a swimming lesson program that expands nationwide, making water safety education accessible to more people and ultimately saving lives.

Three words that best describe me: Empathetic, caring, dependable

Little known fact about me: I read well over 100 books a year

My most humbling experience: My most humbling experience was standing before the Grand Canyon. Looking out across millions of years of geological history made me feel like a tiny blip in time and gave me a deeper appreciation for the world around me.

My greatest accomplishment is: My greatest accomplishment is creating a swimming lesson program at Addison Park District from the ground up and growing it into a highly successful program that helped swimmers build confidence, skills, and water safety knowledge.

Presentations / Proclamations

(None)

Reports

Administration and Enterprise Operations Report
Finance and Human Resources Report
Recreation and Communications Report
Parks and Facilities Report

Oak Brook Park District
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Providing the very best in park and recreational opportunities, facilities and open lands for our community.

Memo

To: Oak Brook Park District Board of Commissioners

From: Laure Kosey, Executive Director

Date: July 12, 2026

Re: July Board Report: Administration & Enterprise Operations

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June Board Meeting Follow Up Discussion Points:

June 15, 2026 Regular Board Meeting
Follow-Up: Clarifying Information

Purpose of Board Meeting Minutes

Board meeting minutes are intended to serve as an official record of actions taken by the Board, not a verbatim transcript of everything said during a meeting. Consistent with accepted governmental practices, minutes summarize key discussion points, motions, votes, and actions taken. Likewise, public comment is summarized in the minutes rather than quoted word-for-word. Residents who wish to review the complete comments made during a meeting may access the meeting recording, which serves as the official record of all remarks and discussion.

Restroom Facilities

Questions were raised regarding restroom facilities within the District. The Oak Brook Park District is not making changes to its restroom facilities at this time. Existing facilities remain in place and continue to comply with all applicable state laws, including the Illinois Restroom Act and other relevant accessibility requirements. The District remains committed to providing safe, welcoming, and accessible facilities for all residents while complying with state and federal regulations

July Board Meeting Discussion Points:

Tennis Center Report

- June 6th-8th, 61 “Girls 12” were attended the Chicago District Championship tournament.
- June 28th -July 2nd 96 juniors and 48 adults participated in the Rafa Academy camp.

Bids for Outdoor Tennis Courts and FRC Exterior Maintenance projects

Staff recommend moving forward with the contractors that submitted the most reliable and responsible bid for both projects. Both projects are included in the Capital Improvement Projects (CIP) budget.

Memo

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To: Board of Commissioners and Executive Director, Laure Kosey
From: Marco Salinas, Chief Financial Officer
Date: July 14, 2026
Re: June 2026 Financials

General Fund

Fiscal Year 2026/2027 is now underway, and we have completed two months of our current fiscal year (16.67% of the year). Year-to-date (YTD) revenues, expenditures, and transfers-out for this fund equal $1,417,463, $450,762, and $0, respectively. This is resulting in a YTD net surplus of $966,700, which is a $130,537 decrease from the $1,097,237 YTD net surplus experienced in the prior fiscal year. The following is additional commentary:

- **Revenues-** Total current YTD revenues are higher than budgeted expectations at 34.8% of the annual budget. Driving this increase is the timing of the receipt of the first property tax installment. YTD, this fund has received approximately 53% of the annual budgeted amount. These collections are expected to continue through December 2026. Field rental revenues at our Central Park fields have increased approximately $33,000 over the prior year due to having long-term licensing agreements with Wizard F.C. and Eclipse Select Soccer whereas at this time last year we only had an agreement with Wizard F.C. In addition, we have recognized rental revenues related to two tournaments conducted in June. The large decrease in our Building-Recreation Center department, when compared to the prior year, is because daily fees are now being split between this fund and the Recreation fund (30/70 split). In the prior year, 100% of these fees were recognized in this fund.

- **Expenditures-** Total current YTD expenditures are lower than budgeted expectations at 10.3% of the annual budget. All departments are either favorable or within target of the annual budgets. In our Central Park department expenditures have increased over prior year due to higher field maintenance costs (e.g. turf tank lease), and the timing for processing the recurring portable restroom and pest control billings. In our Information Technology department, we have processed the payment of numerous annual software and video surveillance licenses (e.g. Productive Parks, Office 365, Sterling Network) whereas in the prior year many of these were processed later in the fiscal year.

Recreation Fund

YTD revenues, transfers-in, and expenditures equal $1,783,090, $0, and $620,814, respectively. This is resulting in a YTD net surplus of $1,162,276, which is a $25,205 increase from the $1,137,071 YTD net surplus experienced in the prior fiscal year. The following is additional commentary:

- **Revenues-** Total current YTD revenues are higher than budgeted expectations at 30.4% of the annual budget. In our Fitness Center department, in-district and out-of-district membership revenues are approximately $16,000 higher than in the prior year and as described in our General fund, daily fees are now being recognized in this department, as well as our Aquatic Center and Adult Programs departments. In our Marketing department, we recognized $5,750 in revenue for outreach services provided to Advent Health and our advertising revenues (e.g. banners) have increased from $6,500 in the previous year, to $13,000 in the current year.

- **Expenditures-** Total current YTD expenditures are lower than budgeted expectations at 11.5% of the annual budget. All departments are either favorable or within target of the annual budgets. In our Youth Athletics department, we have recognized $26,000 in contract expenditures for our summer basketball league while in

the prior year such expenditures were recognized one month later; in July 2025. In our Aquatic Center department, we have recognized the annual StarGuard lifeguard training expenditures whereas in the prior year such costs were also recognized in July 2025. In addition, due to timing, we have recognized additional electrical and natural gas billings when compared to the previous year.

Recreational Facilities Fund (Tennis Center)

YTD revenues and expenses in this fund are currently at $429,159 and $243,094, respectively. This is resulting in a YTD net surplus of $186,065, which is a $5,696 increase over the prior year's surplus of $180,369. The following is additional commentary:

- **Revenues-** Total current YTD revenues are in-line with budgeted expectations at 14.8% of the annual budget. In the Administration department, investment earnings have increased approximately $4,000 over the previous year. In the Programs department, group lesson revenues have increased approximately $9,000.

- **Expenses-** Total current YTD expenses are lower than budgeted expectations at 5.5% of the annual budget. In the Administration department both full-time and part-time wages have decreased approximately $8,300. In the Capital Outlay department, we have incurred $6,284 in costs for the outdoor tennis courts improvement project whereas no capital improvement costs were recognized during the same two-month period in the prior year.

FINANCE & HUMAN RESOURCES UPDATES:

- Finance staff has been busy preparing for the annual financial statement audit which will commence on Monday July 20, 2026.

- With the assistance of various personnel, the Finance department will be submitting our expanded budget report to the GFOA for evaluation under their Distinguished Budget Award program. The deadline for submitting the report and application is Friday July 17, 2026.

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Memo

To: Oak Brook Park District Board of Commissioners

From: Robert Pechous, Director of Recreation and Communications

Date: July 10, 2026

Re: Recreation and Communications Report

Recreation:

- Athletics
  - The Summer Get Better League kicked off with 229 players enrolled, up from 188 participants last summer.
  - Staff are coordinating the upcoming winter gym rental schedule and adjusting programs and rentals to expand open gym opportunities for the community.
- Youth/Preschool
  - Camp counselors visited Brook Forest Elementary to lead Combat Dodgeball games for ExploreMore Days.
  - Summer camps have averaged 130–140 campers per week this past month. Playground campers enjoyed field trips to Suburbanite Bowl, Haunted Trails, and Funtopia, along with weekly themes including Sports, Space, Beach Bash, and Wildlife, featuring a Safari Scavenger Hunt. Pee Wee campers participated in Disney-themed activities and dress-up days, as well as Color Splash and Animal Kingdom themed weeks.
- Pioneers
  - Mah Jongg Open Play has kicked off the summer session with tremendous participation. With more than 140 participants registered, the program has reached its highest enrollment to date.
  - Pioneers attended We Will Survive, a dramatic portrayal by Jenny Riddle. Through the stories of three resilient women, the performance highlighted life's challenges with humor, inspiration, and perseverance.
  - Pioneers traveled to Magic Meadows in Wonder Lake, where they toured the farm, fed alpacas, and enjoyed lunch at Crandall's, famous for its broasted chicken.
- Specialty/Events
  - The Barks & Brews event was a success, with attendees enjoying a beautiful evening.
  - A new band, Sushi Roll, has been secured for the August 6 Summer Concert after Strung Out withdrew due to a band member's health issue.
  - Due to inclement weather, Movie in the Park has been rescheduled to Wednesday, August 5

Marketing & Information Technology:

- An ActiveNet benchmarking study was developed and launched to gather comparative data on pricing, fees, and product utilization among peer agencies, helping ensure the District remains fiscally responsible and informed when evaluating recreation software services.
- Staff implemented enhanced email security measures for website forms to strengthen protection against spam, phishing, and unauthorized submissions.
- A communications method was launched, Statusy, to provide real-time notifications for athletics, facilities, and aquatics, keeping patrons informed of field conditions and facility closures.
- The Autumn Program Guide is now available on the website. Resident registration begins July 20, with open registration beginning August 3.

Corporate and Community Relations:

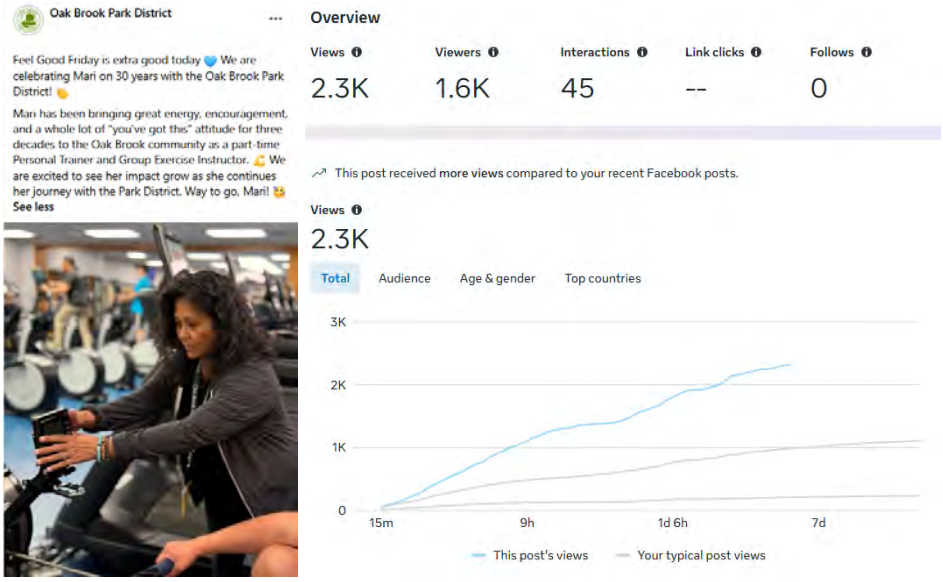
Sponsorships	$ 26,500.00
Advertising	$ 5,000.00
Vendors	$
In-Kind Donations	$ 1,005.00
Oak Brook Park District Foundation	$ 5,630.00
Total for June:	**$ 38,135.00**

Social Media and Website Engagement:

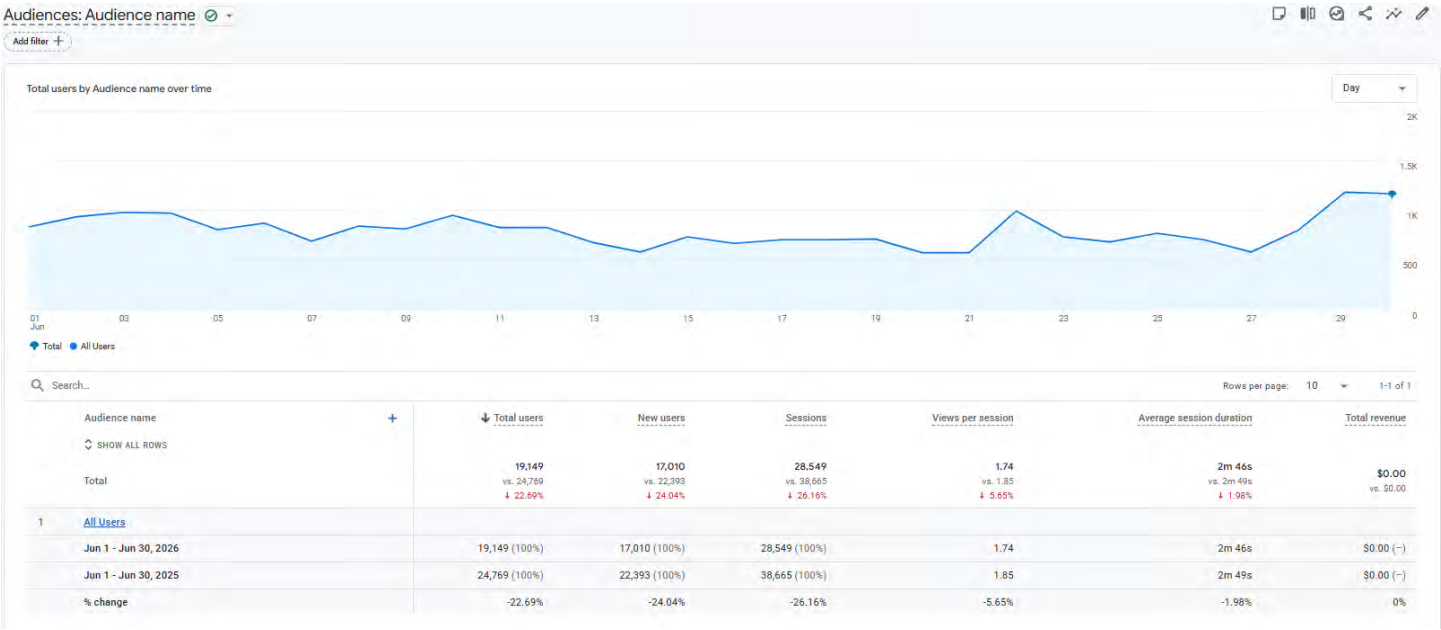
Facebook Analytics
Total Followers: 6,328 71 (up 43)
Posts: 45 (28 posts, 17 stories)
Post Reach (organic and paid): 35.8K
Post Engagement: 297
(Reactions, Comments, and Shares)

Instagram Analytics:
Total Followers: 3,413 (up 50)
Posts: 55 (30 posts, 25 stories)
Post Reach (organic and paid): 5.3K
Post Engagement: 425

Top Facebook Post



June 2026 Website Traffic



Audience name	Total users	New users	Sessions	Views per session	Average session duration	Total revenue
SHOW ALL ROWS						
Total	19,149 vs. 24,769 ↓ 22.69%	17,010 vs. 22,393 ↓ 24.04%	28,549 vs. 38,665 ↓ 26.16%	1.74 vs. 1.85 ↓ 5.65%	2m 46s vs. 2m 49s ↓ 1.98%	$0.00 vs. $0.00
1 All Users						
Jun 1 - Jun 30, 2026	19,149 (100%)	17,010 (100%)	28,549 (100%)	1.74	2m 46s	$0.00 (–)
Jun 1 - Jun 30, 2025	24,769 (100%)	22,393 (100%)	38,665 (100%)	1.85	2m 49s	$0.00 (–)
% change	-22.69%	-24.04%	-26.16%	-5.65%	-1.98%	0%

June 2026 Top Pages

1. /obparks.org
2. /Splash Island
3. /Swim Central
4. /Program Guides
5. /Family Recreation Center
6. /Membership
7. /Programs
8. /Summer Concert Series
9. /Aquatic Parties
10. /Central Park West

obparks.org Acquisition Value

Referral Percentage Values	June 2026	June 2025
Direct:	32.9%	26.1%
Organic Search:	63.8%	67.6%
Social:	1.8%	4.3%
Referrals:	1.5%	1.9%

Oak Brook Park District
Facility Statistics and Data

Facility Rentals

25/26 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Gym Rentals Hours	288	266	322	286	280	346	312	303	420	341	288	298	3,748
Gym Revenue	$14,128	$15,389	$18,080	$16,012	$15,431	$19,099	$17,232	$16,988	$23,131	$18,098	$15,704	$16,267	$205,557
Room Rentals	26	23	17	22	36	46	29	25	20	24	36	20	324
Room Revenue	$1,800	$960	$630	$720	$1,360	$1,990	$860	$2,310	$2,744	$810	$2,650	$880	$17,714
CPW Rentals	7	9	6	9	6	6	7	1	2	5	11	3	72
CPW Revenue	$3,595	$5,875	$4,790	$6,876	$3,925	$3,700	$4,500	$270	$1,200	$4,650	$7,045	$2,275	$48,701

26/27 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Gym Rentals Hours	249	275											524
Gym Revenue	$14,747	$16,125											$30,872
Room Rentals	32	19											51
Room Revenue	$1,900	$1,060											$2,960
CPW Rentals	8	10											18
CPW Revenue	$4,775	$9,100											$13,875

Totals	20-21	21-22	22-23	23-24	24-25	25-26
Gym Rentals Hours	4,195	4,874	4,379	4,441	3,981	3,748
Gym Revenue	$207,521	$261,155	$228,514	$227,924	$213,837	$205,557
Room Rentals	0	10	79	203	224	324
Room Revenue	$0	$700	$7,355	$7,335	$13,726	$17,714
CPW Rentals	20	73	88	74	24	72
CPW Revenue	$12,938	$48,226	$54,458	$50,951	$11,185	$48,701

Oak Brook Park District
Facility Statistics and Data

Outdoor Pickleball Court Rentals

25/26 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Court Rentals	67	170	134	144	84	65	10	0	0	0	32	49	755
Court Hours	217	310	253	271	161	135	18	0	0	0	60	92	1,517
Revenue	$ 610.00	$ 670.00	$ 560.00	$ 430.00	$ 360.00	$ 280.00	$ 30.00				$ 30.00	$ 60.00	$ 3,030.00

26/27 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Court Rentals	78	125											203
Court Hours	154	236											390
Revenue	$ 410.00	$ 350.00											$ 760.00

Totals	23-24	24-25	25-26
Court Rentals	821	662	755
Court Hours	2,326	2,275	1,517
Total Revenue	$3,280.00	$3,290.00	$3,030.00

Athletic Field Usage Report
Evergreen Bank Group Athletic Turf Field

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
25 - 26	Hours	202	188	156	204	226	238	120	1	0	46	153	211	1,745
	Revenue	$8,123	$9,483	$8,215	$29,983	$26,645	$26,205	$9,338	$4,055	$3,000	$7,485	$32,350	$25,788	$190,670
26 - 27	Hours	309	192											501
	Revenue	$1,550	$6,764											$43,314
Wizards	Revenue	$ 12,500	$ 7,500											$ 20,000
Eclipse	Revenue	$ 10,000	$ 5,000											$ 15,000

Natural Grass Soccer Fields

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
25 - 26	Hours	2,371	1,188	283	906	2,600	2,605	877	0	0	0	0	2076	12,906
	Revenue	$24,860	$12,475	$9,879	$11,831	$15,950	$10,975	$2,450	$0	$0	$0	$0	$5,125	$93,545
26 - 27	Hours	3,053	1,512											4,565
	Revenue	$11,588	$11,608											$31,196
Wizards	Revenue	$ 3,000	$ 1,000											$ 4,000
Eclipse	Revenue	$ 2,000	$ 2,000											$ 4,000

Baseball Fields

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
25 - 26	Hours	324	276	211	119	246	210	14	0	0	0	0	106.75	1,507
	Revenue	$6,913	$10,690	$5,005	$5,428	$12,500	$17,790	$1,533	$0	$0	$0	$0	$4,300	$64,159
26 - 27	Hours	448	269											717
	Revenue	$9,301	$11,675											$20,976

Totals

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
25 - 26	Hours	2,897	1,652	650	1,229	3,072	3,053	1,011	1	0	46	153	2,394	16,158
	Revenue	$39,896	$32,648	$23,099	$47,242	$55,095	$54,970	$13,321	$4,055	$3,000	$7,485	$32,350	$16,888	$330,047
26 - 27	Hours	3,810	1,973											5,783
	Revenue	$49,939	$45,547											$95,486

Gateway SRA Board Meeting
June 11, 2026
RGA On-Going Program Status Report

May 2026

Spring

District	2025 Registration	2026 Registration
Burr Ridge	4	6
Elmhurst	73	73
Hinsdale	23	17
Oak Brook	8	6
Pleasant Dale	2	3
Westchester	4	5
Countryside	2	2
York Center	0	0
Non-resident	15	15
Total	**131**	**127**

Summer

District	2025 Registration	2026 Registration
Burr Ridge	3	6
Elmhurst	63	65
Hinsdale	24	24
Oak Brook	7	7
Pleasant Dale	3	3
Westchester	5	4
Countryside	3	2
York Center	0	0
Non-resident	14	18
Total	**122**	**129**

Elevate

District	Registered Participants
Burr Ridge	5
Elmhurst	6
Hinsdale	3
Oak Brook	3
Westchester	1
Total	**18**





Summer Camp Session I

District	Registered Participants
Burr Ridge	1
Elmhurst	29
Hinsdale	2
Westchester	4
Non-resident	1
Total	**37**

Summer Camp Session II

District	Registered Participants
Burr Ridge	3
Elmhurst	25
Hinsdale	7
Westchester	1
Non-resident	5
Total	**41**

Locations: 2 Elmhurst, 1 Countryside, 1 Hinsdale – ESY half day – Swimming, Field Trips, Music Therapy

Summer 2026 Program Line Up (Dates: June 8 – August 28)

- Elevate Day Services (M-F)
- 21 Weekly Youth and Adult
- 7 Gators Athletics & Unified (Bowling/UB, Golf/UG, Softball, Flag Football, Bocce, Volleyball, Floor Hockey)
- 12 Special Events
- Summer Vacation Trip to Door County, WI
- 4 Summer Camp Locations

Gateway Vehicles Update as of 6/10/2026

Vehicle #	Type	Year	Mileage	Maintenance	Plans
298	15p Ford Transit	2019	31,089	None	None
312	15p Ford Transit	2023	32,512	None	None
320	Paratransit Bus Ford E450 15P + WC	2025	8,156	None	None

Marketing/PR/Social Media & May Highlights

Elevate, Track and Field Spring Games, Spring Formal

Gateway Special Recreation Association
May 5 ·

🏃‍♂️🔥 WHAT A WEEKEND FOR OUR GATORS! 🔥🏃‍♂️

Our Gateway SRA Gators Track & Field athletes took on the Special Olympics Illinois Spring Games—and they showed up ready to compete 🐊💚🏃‍♂️

From start to finish, our athletes gave it their all, representing Gateway SRA with determination, effort, and Gator pride 💪

🏅 We are proud to celebrate all of our athletes and their performances across events—and a HUGE congratulations to our gold medal winners, who are advancing to the Special Olympics Illinois Summer Games this June! 👀🔥

🔥💚 Built at Gateway SRA = hard work, growth, and moments that matter

👏 A special shoutout to our incredible coaches for their dedication, preparation, and support—your leadership makes these opportunities possible every step of the way.

Let's hear it for our Gators!!! 🐊💚🏅

#BuiltAtGatewaySRA #GatorsAthletics #SpecialOlympics #GatewaySRA See less



Gateway Special Recreation Association
May 23 at 10:10 AM ·

✨ And just like that... our Spring Season has come to an AWESOME close at Gateway SRA! 🐊💚💃🚶

We wrapped up the season last night dancing the night away at our Spring Formal 💃🚶✨ — the perfect ending to months filled with laughter, friendship, sports, adventures, creativity, and memories BUILT together.

From weekly programs and Travelers trips to fitness, social clubs, Gators athletics, and Elevate adventures, this spring season reminded us once again what makes Gateway SRA so special... the PEOPLE. ❤️

A HUGE thank you to our incredible team members who continue to bring the energy, patience, creativity, encouragement, and FUN to every single program. You are the heart behind the memories and the reason our participants shine so brightly. 🧩💚

And while many of our weekly spring programs are taking a short break... we're FAR from slowing down! 👀🌞

🥎 Softball season is just getting started
🏃 Track & Field and Swim Team practices are still rolling strong
🧩 Elevate keeps the fun going every week
🌞 Summer Camp is right around the corner
🎉 Special events, weekly programs, and vacation adventures are almost here!

This spring was incredible... but summer? Summer is about to be NEXT LEVEL. 🚀🌴✨

Thank you to all of our participants, families, coaches, team members, and communities for another amazing season BUILT at Gateway SRA. 🐊💚🤝

#BuiltAtGatewaySRA #GatewaySRA #EverythingIsAwesome #SpringFormal #SummerStartsNow #Gators #ElevateDayServices #AdventureBuiltHere See less



RGA Action Plan (FY26-FY28)

Strategic Priority	3-Year Goal	FY26 Focus (Stabilize)	FY26 Status & Notes	FY27 Focus (Grow)	FY28 Focus (Sustain)	Success Measures
Program Growth	Maintain quality & prepare for growth	Stabilize enrollment & refine mix	In Progress: Auditing registration/waitlist data.	Expand high-demand programs	Scale high-impact services	Enrollment, Retention
Elevate Weekday	Strategic growth while maintaining quality	Maintain quality & staffing stability	Active: "Weekly Elevate Recaps" social campaign driving high engagement and family visibility.	Strengthen operations for expansion	Expand enrollment & days	Growth, Satisfaction
Youth & Young Athletes	Strengthen as a long-term pipeline	Rebuild foundation & increase outreach	On Track: Engaging families on youth initiatives	Expand youth pathways	Sustain & evaluate expansion	Enrollment, Referrals
Inclusion & Unified	Expand access & unified pathways	Strengthen partnerships & track outcomes	On Track: Stronger Special Olympics IL storytelling.	Increase progression opportunities	Formalize sustainable model	Participation, Data
Outreach & Marketing	Improve awareness via consistent messaging	Implement simple marketing system	Complete: M-F content calendar active on Meta.	Strengthen PR & referral pipelines	Maintain visibility & impact	Engagement, Growth
Financial & Governance	Long-term stability & diversified revenue	Strengthen tracking & pricing reviews	In Progress: Reviewing Q4 pricing & revenue diversity.	Expand grants & fundraising	Secure multi-year funding	Revenue, Reserves
Staffing & Capacity	Support staff growth & long-term sustainability	Strengthen training & role clarity	Hired: Full Time Program Specialist – Brianna Cortez 20hrs Gateway SRA & 20hrs RGA TRS	Build leadership & staff pipeline	Maintain sustainable ratios	Retention, Coverage
Resources & Invest.	Maximize facility & equipment use	Optimize current improvements	Underway: Summer equipment readiness review complete.	Identify capital & resource needs	Implement long-term facility plan	Utilization, Planning



OBJECTIVES AND KEY RESULTS

May 1, 2026 - April 30, 2027

MONTHLY UPDATE JUNE 2026

Oak Brook Park District
OKR (Objectives and Key Results) Program Information

1. Clear Accountability with Built-In Flexibility
The program requires all 6 objectives to be accomplished, but defines "accomplished" as completing 2 of 3 subgoals per objective. This structure keeps expectations high while allowing teams to focus on their strongest contributions—reducing burnout without sacrificing results.

2. Comprehensive Community Focus
The OKRs span every season and every segment of the community—from water safety and sensory-friendly programming to teen-led events and senior wellness. This ensures the District serves all residents, not just the most visible groups.

3. Balanced Internal and External Goals
The six objectives strike a balance between outward-facing community programs (Holistic Wellness, Community Engagement, Open Communication) and internal organizational health (Teamwork, Inclusion, Environmental Stewardship). This dual focus drives both public impact and staff culture.

4. Staff Incentive Structure Drives Ownership
By tying bonus PTO and cash payouts directly to OKR completion and performance appraisals, the program creates meaningful personal investment for staff at every level—part-time, full-time, and CPI employees alike. This turns organizational goals into individual motivation.

5. Measurable and Trackable
Each subgoal is concrete and verifiable—whether it's hosting a specific number of events, securing a membership count, or earning a certification. This eliminates ambiguity at review time and makes progress easy to monitor throughout the year.

6. Aligns with the District's Gold Medal Standards
As a National Gold Medal Agency, Oak Brook Park District sets a high bar. This OKR framework reflects that commitment—pushing the organization to continuously improve community wellness, environmental responsibility, and inclusive access, all while maintaining a culture of transparency and collaboration.

Accomplish 6 of 6 OKR's: May 1, 2026 – April 30, 2027

"Accomplish" means 2 of 3 subgoals (A,B,C) under each main objective, are completed.

Updated June, 2026






OBJECTIVES AND KEY RESULTS

1. HOLISTIC WELLNESS - PROVIDE PROGRAMS, SERVICES, AND OPPORTUNITIES DESIGNED TO IMPROVE ALL ASPECTS OF THE OVERALL WELLNESS OF THE COMMUNITY.

COMPLETE? ☐

☐ A Summer Community Connection Programming

1. Serve as an official host site for the World's Largest Swimming Lesson with a minimum of 15 participants to expand community participation and advance water safety awareness. ☑
2. Recruit and register two lifeguard teams of four to compete at the Illinois Parks and Recreation Association Lifeguard Games conducting a minimum of six team training sessions prior to the competition and conduct a post-event debrief to identify five skills that improve the seasonal Audit scenarios. ☑
3. Host three sensory-friendly Splash Island community sessions, achieving an average of 20 participants, to promote and register three families in inclusive programming. ☐

☐ B Fall Community Connection Programming

1. Develop and implement a walk/run club by hosting at minimum twelve sessions, attracting 15 participants. ☐
2. Organize and execute a community blood drive partnered with a local blood collection organization, by recruiting at minimum 30 registered donors, achieving a minimum of 25 completed blood donations. ☐
3. Coordinate and facilitate four holiday wellness initiatives within November and December achieving a combine attendance at minimum of fifty participants.
    1. _____
    2. _____
    3. _____
    4. _____

☐ C Winter/Spring Community Connection Programming

1. Organize employee participation in volunteer initiatives with accessible opportunities within the community with a 90% full-time employee attendance rate. ☐
2. Coordinate and facilitate four wellness initiatives January through April in collaboration with five new community partnerships that foster engagement with 25 first-time participants to the park district.
    1. _____
    2. _____
    3. _____
    4. _____
3. Plan and deliver two nutrition wellness classes with a combined attendance of 30 participants.
    1. _____
    2. _____



OBJECTIVES AND KEY RESULTS

2. ENVIRONMENTAL STEWARDSHIP - FOSTER THE RESPONSIBLE USE AND PROTECTION OF THE NATURAL ENVIRONMENT THROUGH EDUCATION, CONSERVATION, AND SUSTAINABLE PRACTICES.

COMPLETE? ☐

☐ A Collaborate with a local community organization to identify and implement two environmental initiatives.
1. _____
2. _____

☐ B Introduce two new free activities or programs for the community that promote conservation, sustainability, or environmental awareness.
1. _____
2. _____

☐ C Earn Earth Flag by executing required sustainability efforts and submitting all materials.

3. INCLUSION - PROMOTE A SENSE OF BELONGING AND PROVIDE ACCESS TO THE VERY BEST IN PARK AND RECREATIONAL OPPORTUNITIES FOR ALL.

COMPLETE? ☐

☐ A Develop and implement two inclusive programs and/or membership initiatives.
1. _____
2. _____

☐ B Implement two inclusive facility enhancements.
1. _____
2. _____

☐ C Develop and implement two inclusive park initiatives.
1. _____
2. _____

4. TEAMWORK - EMBRACE THE INDIVIDUALITY AND DIVERSE VIEWPOINTS OF OUR STAFF IN ORDER TO FOSTER RECREATIONAL CREATIVITY AND ENCOURAGE A COLLABORATIVE CULTURE.

COMPLETE? ☐

☐ A Schedule and complete quarterly supervisor-employee feedback meetings, working collaboratively to improve performance and achieve annual goals for all full-time staff.
Q1 ☐ Q2 ☐ Q3 ☐ Q4 ☐

☐ B Organize and implement a quarterly team spotlight series where departments present their functions, fostering teamwork and engagement while engaging at least 50 staff participants.
Parks ☐ Tennis ☐ Facilities ☐ Recreation/Administration ☐

☐ C Work collaboratively to secure 20 new Central Park Campus memberships through coordinated outreach and engagement efforts.

1 20






OBJECTIVES AND KEY RESULTS

5. COMMUNITY ENGAGEMENT - PROVIDE THE VERY BEST CUSTOMER EXPERIENCE WITH EVERY INTERACTION.

COMPLETE? ☐

☐ A Create a Community Ambassador Program and enroll three residents to strengthen community connections, increase engagement, and promote Park District programs and initiatives. ☐

☐ B Develop and implement three new programs or events based on recommendations and feedback from resident teens from the T.EA.M Rec program.

1. _____
2. _____
3. _____

☐ C Collaborate with three local community groups to strengthen local engagement.

1. _____
2. _____
3. _____

6. OPEN COMMUNICATION - ENGAGE IN HONEST, AND RESPECTFUL COMMUNICATION, TO CONNECT AND BUILD RELATIONSHIPS WITH OUR COMMUNITY.

COMPLETE? ☐

☐ A Implement a user friendly centralized section on the website with three key information areas to improve access and usability.

1. Statusfy Facility/Field Status update communication.
2. _____
3. _____

☐ B Host three community engagement sessions to provide updates, gather feedback, and strengthen communication with residents.

1. _____
2. _____
3. _____

☐ C Develop an “Explore Oak Brook” initiative to encourage community exploration and engagement through three key opportunities.

1. _____
2. _____
3. _____



May 1, 2026 - April 30, 2027

Employee Status	Accomplish 6 of 6 OKR's
Part-Time<400 Hours Annually	No Bonus PTO hours
Part-Time 400-999 Hours Annually	Cash payout of 8 PTO hours
Part-Time 1000-1,500 Hours Annually	Cash payout of 16 PTO hours
*CPI & Full-Time 1,501 and Greater Hours Annually	Credit of 24 bonus PTO hours. Hours do not roll forward into the subsequent fiscal year.

*CPI employees and full-time employees with 20 or more years of service, can elect to receive a pay-out of any bonus PTO hours awarded to them. Each hour is paid out at $20.00 an hour.

In order for staff to qualify for bonuses, they must receive an overall "Exceeds Expectations" or 75% rating on their annual performance appraisal.

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.

Memo

To: Board of Commissioners
From: Bob Johnson, Deputy Director
Date: June 8, 2026
Re: Board Report

Parks

- Park Staff responded to and removed numerous damaged and downed tree branches district wide as the result of significant storm damage over the last four weeks.
- Landscape improvements at Central Park North have been completed, including weed removal and mulching at the Oaks Amphitheater, as well as restoration of turf grass adjacent to recent trail construction projects.
- The Landscape Team has completed routine seasonal maintenance at the district's satellite parks, including weed removal, shrub trimming, herbicide applications, and mulching landscape beds. Staff will continue to perform weekly maintenance to ensure landscaped areas remain clean, healthy, and well-maintained throughout the season.
- The Salt Creek water and trail system under I-294 has been reopened after the lengthy tollway expansion project. Access to the trail in Oak Brook is at the end of Canterberry Lane, adjacent to the Dean Nature Sanctuary. Staff is working closely with tollway representatives on the completion of punch list items on the district-owned property affected by the project.
- The Central Park Asphalt Maintenance bid was posted for crack filling, sealcoating, and restriping of the Family Recreation Center and Central Park North Parking lots. Bid opening is July 28th.
- Crack sealing repairs on the Central Park pickleball courts have been completed to limit water penetration through the surface.
- Staff repaired the fishing pier at the Dean Nature Sanctuary which needed to be repositioned and anchored to the shore. Additional limestone was added to the parking lot and graded.

Aquatics

- Several repairs took place in aquatics, including installation of a new combustion air fan motor, replacement of a failed check valve, troubleshooting an electrical fault on the leisure pool heater, and gasket replacement. Staff also responded to an equipment failure involving the Swim Central Spa motor and the loss of power to both aquatic facilities over the July 4th weekend due to weather.
- The StarGuard Elite Agency conducted the first of three Audits observing and evaluating lifeguards while on duty, reviewing emergency scenarios and rescue procedures and providing feedback to ensure skills, vigilance and compliance meet required standards. The team earned an excellent four-star rating.
- The Illinois Department of Public Health permit was submitted for the VGB pool grate replacement project. The permitting process will take at least at least twelve weeks. The work will take place during a maintenance shutdown, likely in November.

- Two lifeguard teams attended and competed at the Illinois Parks and Recreation Association Annual Lifeguard Games hosted by Glendale Heights Park District. Guards competed alongside professionals from park districts across the state in realistic rescues, first aid, and teamwork challenges, providing an opportunity to strengthen critical lifesaving skills, reinforce emergency response techniques, and foster collaboration while taking pride in the aquatic safety profession. Out of forty two teams, one scored in the top twenty and the other in the top ten!
- PDRMA performed their annual Aquatics Facilities and Operations nn-site visit to evaluate risk management procedures, regulatory compliance, and operational standards. PDRMA staff provided recommendations that help reduce liability, enhance the safety of patrons and staff, support best practices, and ensure the district maintains a safe and well-managed aquatic environment.
- The Pee-Wee and Playground Camps continue to enjoy their time between Splash Island and Swim Central cooling off where they enjoy swimming, water games, and hanging out with their camp friends.
- The park district participated in the World's Largest Swimming Lesson, an international event that brings together aquatic facilities around the globe to raise awareness about the importance of swimming instruction and drowning prevention, demonstrating the ongoing commitment to creating safer aquatic experiences for the community.

Facilities and Maintenance

- Staff conducted second-round interviews with three candidates for the Assistant Building Engineer position.
- Staff are replacing and updating ADA signage throughout the preschool hallway.
- Annual testing of all Reduced Pressure Zone (RPZ) backflow prevention devices and inspections of fire extinguishers has been completed in accordance with required safety and regulatory standards.
- The Maintenance Team has been actively monitoring HVAC systems during the recent period of high temperatures, performing additional preventive maintenance to maximize operational efficiency, improve reliability, and minimize the risk of equipment failures.
- Bids were opened for the Family Recreation Center exterior maintenance project. Please see the agenda history.
- Customer Service Representatives, Fitness Instructors, and Personal Trainers attended quarterly meetings to discuss operational updates, upcoming initiatives, and member experience.
- Custodian, facilities, and parks staff attended the annual PDRMA Lifting and Handling training hosted in collaboration with Athletico to review proper lifting techniques, workplace safety procedures, and injury prevention to promote a safe and efficient work environment.
- With the Summer Concert Series and Ginger Creek pavilion rentals underway, staff power washed the concrete surfaces to enhance the appearance of grounds and improve cleanliness for a welcoming environment for guests.
- The Health & Wellness Team launched its Summer Walk/Run Challenge encouraging staff to walk or run a cumulative 9.3 miles, the equivalent of the Village of Oak Brook's total square mileage, to promote employee wellness, physical activity, and team engagement.
- Staff continues to prepare upcoming capital and operational projects by meeting with vendors, reviewing project scopes and timelines in the Family Recreation Center, Swim Central, and Central Park West.

2026 Membership Package Data

January

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	37	4	32	73	56%
Family Recreation Center	688	159	986	1833	46%
SilverSneakers	298		1224	1522	20%
Renew Active	108		436	544	20%
Total Memberships	1131	163	2678	3972	33%

February

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	38	4	33	75	56%
Family Recreation Center	684	164	985	1833	46%
SilverSneakers	291		1186	1477	20%
Renew Active	107		421	528	20%
Total Memberships	1120	168	2625	3913	33%

March

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	36	4	31	71	56%
Family Recreation Center	670	164	1092	1926	43%
SilverSneakers	292		1178	1470	20%
Renew Active	111		410	521	21%
Total Memberships	1109	168	2711	3988	32%

April

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	36	3	30	69	57%
Family Recreation Center	678	163	977	1818	46%
SilverSneakers	295		1163	1458	20%
Renew Active	111		404	515	22%
Total Memberships	1120	166	2574	3860	33%

May

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	39	3	26	68	62%
Family Recreation Center	689	164	977	1830	47%
SilverSneakers	290		1154	1444	20%
Renew Active	112		381	493	23%
Total Memberships	1130	167	2538	3835	34%

June

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	41	3	27	71	62%
Family Recreation Center	663	162	1045	1870	44%
SilverSneakers	290		1144	1434	20%
Renew Active	107		383	490	22%
Total Memberships	1101	165	2599	3865	33%

July

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus					
Family Recreation Center					
SilverSneakers					
Renew Active					
Total Memberships					

August

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus					
Family Recreation Center					
SilverSneakers					
Renew Active					
Total Memberships					

September

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus					
Family Recreation Center					
SilverSneakers					
Renew Active					
Total Memberships					

October

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus					
Family Recreation Center					
SilverSneakers					
Renew Active					
Total Memberships					

November

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus					
Family Recreation Center					
SilverSneakers					
Renew Active					
Total Memberships					

December

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus					
Family Recreation Center					
SilverSneakers					
Renew Active					
Total Memberships					

2025 Membership Package Data

January

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	33	1	35	69	49%
Family Recreation Center	678	168	939	1785	47%
SilverSneakers	262		1095	1357	19%
Renew Active	99		377	476	21%
Total Memberships	1072	169	2446	3687	34%

February

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	39	3	41	83	51%
Family Recreation Center	678	143	946	1767	46%
SilverSneakers	273		972	1245	22%
Renew Active	102		320	422	24%
Total Memberships	1092	146	2279	3517	35%

March

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	38	1	38	77	51%
Family Recreation Center	659	168	919	1746	47%
SilverSneakers	287		1012	1299	22%
Renew Active	104		342	446	23%
Total Memberships	1088	169	2311	3568	35%

April

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	38	1	37	76	51%
Family Recreation Center	659	170	919	1748	47%
SilverSneakers	288		1038	1326	22%
Renew Active	107		352	459	23%
Total Memberships	1092	171	2346	3609	35%

May

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	38	1	37	76	51%
Family Recreation Center	671	166	923	1760	48%
SilverSneakers	293		1058	1351	22%
Renew Active	107		367	474	23%
Total Memberships	1109	167	2385	3661	35%

June

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	38	1	37	76	51%
Family Recreation Center	681	163	954	1798	47%
SilverSneakers	295		1092	1387	21%
Renew Active	109		380	489	22%
Total Memberships	1123	164	2463	3750	34%

July

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	39	1	36	76	53%
Family Recreation Center	690	167	954	1811	47%
SilverSneakers	304		1119	1423	21%
Renew Active	111		390	501	22%
Total Memberships	1144	168	2499	3811	34%

August

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	38	3	31	72	57%
Family Recreation Center	685	159	949	1793	47%
SilverSneakers	310		1149	1459	21%
Renew Active	114		396	510	22%
Total Memberships	1147	162	2525	3834	34%

September

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	36	1	31	68	54%
Family Recreation Center	673	151	954	1778	46%
SilverSneakers	316		1143	1459	22%
Renew Active	114		438	522	22%
Total Memberships	1139	152	2566	3857	33%

October

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	38	1	32	71	55%
Family Recreation Center	687	153	956	1796	47%
SilverSneakers	317		1194	1511	21%
Renew Active	114		414	528	22%
Total Memberships	1156	154	2596	3906	34%

November

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	39	3	27	69	61%
Family Recreation Center	698	160	963	1821	47%
SilverSneakers	321		1215	1536	21%
Renew Active	114		418	532	21%
Total Memberships	1172	163	2623	3958	34%

December

	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	39	4	30	73	59%
Family Recreation Center	701	158	970	1829	47%
SilverSneakers	327		1263	1590	21%
Renew Active	116		430	546	21%
Total Memberships	1183	162	2693	4038	33%

2026 First on the 1st Data				
	January	February	March	April
	In District	In District	In District	In District
Daily Fee	0	4	0	18
Central Park Campus	0	2	0	0
Family Recreation Center	3	2	3	1
	May	June	July	August
	In District	In District	In District	In District
Daily Fee	16	4	6	
Central Park Campus	0	0	0	
Family Recreation Center	7	4	4	
	September	October	November	December
	In District	In District	In District	In District
Daily Fee				
Central Park Campus				
Family Recreation Center				

2025 First on the 1st Data				
	January	February	March	April
	In District	In District	In District	In District
Daily Fee		22	8	25
Central Park Campus		0	0	0
Family Recreation Center		1	0	0
	May	June	July	August
	In District	In District	In District	In District
Daily Fee	4	4	12	7
Central Park Campus	0	0	2	0
Family Recreation Center	3	3	6	5
	September	October	November	December
	In District	In District	In District	In District
Daily Fee	0	0	3	4
Central Park Campus	0	0	0	0
Family Recreation Center	2	7	7	6

2026 Swim Central Rental Data												
	January			February			March			April		
	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of	Revenue
Pool Parties	4	21	$ 13,169.00	3	19	$ 11,358.00	2	25	$ 14,256.00	3	18	$ 11,279.00
Private Rentals	1	6	$ 7,150.00	0	2	$ 2,612.50	0	6	$ 6,800.00	0	4	$ 4,450.00
Scout Swims	0	2	$ 450.00	0	1	$ 125.00	0	3	$ 840.00	0	3	$ 350.00
Group Swims	1	1	$ 380.00	0	2	$ 490.00	0	2	$ 700.00	0	1	$ 250.00
Cabana Rentals	n/a	n/a	$ -	n/a	n/a	$ -	n/a	n/a	$ -	n/a	n/a	$ -
Total	6	30	$ 21,149.00	3	24	$ 14,585.50	2	36	$ 22,596.00	3	26	$ 16,329.00

	May			June			July			August		
	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of	Revenue
Pool Parties	0	23	$ 12,835.00	3	10	$ 6,874.00						
Private Rentals	2	1	$ 2,040.00	2	4	$ 6,822.00						
Scout Swims	0	1	$ 175.00	0	1	$ 150.00						
Group Swims	0	2	$ 260.00	0	4	$ 3,200.00						
Cabana Rentals	0	0	$ -	0	1	$ 250.00						
Total	2	27	$ 15,310.00	5	20	$ 17,296.00						

	September			October			November			December		
	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of	Revenue
Pool Parties												
Private Rentals												
Scout Swims												
Group Swims												
Cabana Rentals												
Total												

FY 26-27	Summer			Fall			Winter/Spring		
	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of District	Revenue
Group Lessons	98	232	$ 40,547.52						
Private Lessons	79	40	$ 27,990.17						
Total	177	272	$ 68,537.69						

FY 26-27	Summer Team			Fall & Winter Team		
	In District	Out of District	Revenue	In District	Out of District	Revenue
Stars Swim Team	12	14	$ 5,872.00			

2026 Summer Family Pool Pass Data												
	January			February			March			April		
	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total
Summer Family Pool Pass	0	0	0	0	0	0	1	4	5	1	17	18
In District Nanny Pass	0	n/a	0	0	n/a	0	0	n/a	0	0	n/a	0
Totals	0	0	0	0	0	0	1	4	5	1	17	18

	May			June			July			August		
	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total
Summer Family Pool Pass	9	22	31	16	25	41						
In District Nanny Pass	0	n/a	0			0						
Totals	9	22	31	16	25	41						

	September			October			November			December		
	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total
Summer Family Pool Pass												
In District Nanny Pass												
Totals												

2025 Summer Family Pool Pass Data												
	January			February			March			April		
	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total
Summer Family Pool Pass	0	0	0	0	0	0	4	15	19	12	47	59
In District Nanny Pass	n/a	n/a	0	n/a	n/a	0	n/a	n/a	0	n/a	n/a	0
Totals	0	0	0	0	0	0	4	15	19	12	47	59

	May			June			July			August		
	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total
Summer Family Pool Pass	16	55	71	20	69	89	20	69	89	20	69	89
In District Nanny Pass	n/a	n/a	0	n/a	n/a	0	n/a	n/a	0	n/a	n/a	0
Totals	16	55	71	20	69	89	20	69	89	20	69	89

	September			October			November			December		
	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total	In District	Out of District	Total
Summer Family Pool Pass	0	0	0	0	0	0	0	0	0	0	0	0
In District Nanny Pass	n/a	n/a	0	n/a	n/a	0	n/a	n/a	0	n/a	n/a	0
Totals	0	0	0	0	0	0	0	0	0	0	0	0

Unfinished Business

Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: APPROVAL OF A TRAVEL EXPENSE FOR COMMISSIONER ATTENDANCE AT THE NATIONAL RECREATION AND PARK ASSOCIATION CONFERENCE HELD IN PHILADELPHIA, PENNSYLVANIA SEPTEMBER 28 - OCTOBER 1, 2026	**AGENDA NO.:** 8 A **MEETING DATE:** JULY 20, 2026

STAFF REVIEW: Chief Financial Officer, Marco Salinas:

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):

In accordance with the Local Government Travel Expense Act (ILCS 50/150 (*et. seq.*) the Board of Commissioners must approve any commissioner travel expenses by roll call vote during an open meeting.

The National Recreation and Park Association Annual Conference will be held September 28 – October 1, 2026 in Philadelphia, Pennsylvania.

The 2026 NRPA Annual Conference provides more than 200 education sessions through 12 education tracks specifically tailored to parks and recreation. The sessions cover a wide variety of topics such as equity and inclusion, leadership and personnel management, recreation and sports programming, revenue development, customer service and much more. Attendees also will have the opportunity to earn up to 1.4 Continuing Education Units (CEUs).

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

A cost estimate for commissioner travel is presented on the attached travel cost form. The park district will investigate and use every cost savings available to reduce any travel expense. NRPA is also offering a virtual conference package.

As it is anticipated registration filling up quickly for the NRPA Conference, staff is seeking a confirmation from each commissioner regarding their attendance at the 2026 NRPA conference and to approve the travel expenses for commissioners attending the conference.

ACTION PROPOSED:

A Motion (and a Second) to approve a travel expense for commissioner attendance at the National Recreation and Park Association Conference held in Philadelphia, Pennsylvania September 28 - October 1, 2026
(Please state names of the commissioners attending the conference when making the motion.)

OAK BROOK PARK DISTRICT

Travel, Meal, and Lodging Expense Reporting & Reimbursement Form

Name: Estimate	**Title:** Commissioner	**Dept:** Board	**Travel Purpose:** NRPA Conference 2026 - Philadelphia, Pennsylvania

PRE-TRAVEL ESTIMATED EXPENSES

Travel/ Event Date (xx/xx/xx)	Registration	Lodging	Airfare	Taxi/Bus/ Train, etc.	Mileage (net miles x rate)	Parking	Misc. (Tolls)	Meals			Total Estimated Costs	Notes
								Breakfast	Lunch	Dinner		
09/28/26	$ 795.00	$ 313.00	$ 450.00	$ 65.00				$ 23.00	$ 26.00	$ 38.00	$ 1,710.00	
09/29/26		313.00		30.00				23.00	26.00	38.00	430.00	
09/30/26		313.00		30.00				23.00	26.00	38.00	430.00	
10/01/26				65.00				23.00	26.00		114.00	
											-	
											-	
											-	
Total:	$ 795.00	$ 939.00	$ 450.00	$ 190.00	$ -	$ -	$ -	$ 92.00	$ 104.00	$ 114.00	$ 2,684.00	

Requester Signature: **Date:**

Department Director Approval: **Date:**

2025 Per Mile Reimbursement Rate: $0.70

This form shall be completed and approved prior to the expected travel date. Once travel has been completed, all final expenses are to be documented on page two of this form.
Meal per diem rates vary based on travel locations and destinations. Visit the U.S. General Services Administration website https://www.gsa.gov/ for the current applicable rates.

Calculation of estimated reimbursable miles for business use of a personal vehicle

Enter one-way travel miles from home location to work location: (A)

Enter one-way travel miles between home location and travel destination: (B)

Enter one-way travel miles between work and travel destination: (C)

Once you have entered mileage information at left, proceed to select the corresponding reimbursement amounts as calculated below. Such amounts are for round-trip travel per day.

	Net Miles	***x Reimb. Rate =***	***Reimb. Amt.***
Scenario 1: Depart from work location, travel to destination, and return to work location. ***(C) x 2 = Net miles***	0.0	$0.70	$ -
Scenario 2: Depart from work location, travel to destination, and end at home location. ***(C) + (B) - (A) = Net miles***	0.0		$ -
Scenario 3: Depart from home location, travel to destination, and end at work location. ***(B) + (C) - (A) = Net miles***	0.0		$ -
Scenario 4: Depart from home location, travel to destination, and end at home location. ***[(B) - (A)] x 2 = Net miles***	0.0		$ -

Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: GENERAL USE REGULATIONS CHAPTER 4	**AGENDA NO:** 8 B **MEETING DATE** JULY 20, 2026

STAFF REVIEW: Deputy Director, 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 maintains General Use Regulations to establish and maintain control over District property and its uses by the public. The district is in the process of evaluating and updating the nine chapters and sub-sections of the regulations.

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

Chapter four addresses personal conduct at the Oak Brook Park District. A red-lined draft is included for Board review and comment. Section 4.3: Charitable, Religious, Political, or Non-Profit Activities has added approval by the Executive Director for permit issuance. Sections 4.9 (bicycles) and 4.31(skateboards) have language added that calls attention to Section 5 of the General Use Regulations. Section 5 will ultimately include language about micromobility devices (e-bikes, e-scooters, etc…) related to the State of Illinois regulations that went into effect July 1, 2026.

ACTION PROPOSED: A motion (and a second) to approve changes to the General Use Regulations Chapter 4.

Chapter 4. Personal Conduct

Sec. 4.1 Abandonment of Property

a) It is unlawful for any Person to abandon any personal property on District property, including, but not limited to, cars, boats, appliances, garbage, furniture, or refuse.

b) Property left unattended for longer than twenty-four (24) hours or unattended property that interferes with any District visitors' safety, orderly management of District property, or presents a threat to District resources may be impounded or removed by the District at any time. The owner of such property shall be responsible and liable for all costs and expenses associated with the impounding, removal, storage, or other disposal of the property.

c) Any Person finding lost or unattended property on District property shall report such finding to the District as soon as is practicable. Whenever a District employee finds lost or unattended property on District property he shall report such find to the Director. The District will attempt to make every reasonable effort to locate the property's owner(s).

d) Unattended property that has been impounded or property that has been found shall be stored for a minimum period of thirty (30) days. All property not claimed shall be disposed of as the District deems appropriate.

e) In addition to all fines and other penalties for violation of this section, the District may remove and destroy such property and assess the costs for such removal to the Person abandoning the property.

Sec. 4.2 Advertisement, Signs, Peddling, and Solicitation

The purpose of this section is to control commercial enterprises or sales on District property and to ensure the public unimpeded use and enjoyment of District property without being subjected to purely commercial exploitation.

a) No Person shall offer for sale any articles or things, or conduct or solicit any contributions, business, trade, occupation, or profession on District property, unless a Permit therefor has first been obtained from the District, and when required, the Village of Oak Brook.

b) No Person shall fix any placard, sign, handbill, pamphlet, circular, or any other writing or printed material or objects containing advertising matter or announcements of any kind whatsoever on any District tree, shrub, post, building, gate, sign, or other District property unless:

1) The Executive Director or ~~his/her~~their designee has granted permission therefor;

2) The advertising matter provides information about events, activities, programs and facilities sponsored by the District, sponsored by other governmental entities, or special recreation associations of which the District is a member or with which the District has an agreement;

3) The advertising matter is information displayed or distributed by groups whose purpose is to provide financial or volunteer support for the District and its events, activities, programs, property and facilities; or

4) The Person holds a valid picnic, camping, or special event Permit, in which case the Person shall request the assistance of District staff to display signs to identify the permittee's location or direct others to such location; provided that such signs shall be temporary and shall be removed by the permittee at the termination of the activity or otherwise upon the District's direction in the event the sign poses a safety hazard or includes content that is obscene, abusive or violent; and further provided that such signs are no larger than 24" x 30" and are not attached to any tree shrub, post, building, gate, District sign, or other structure located on District property.

c) No Person shall distribute, display, post, or fix any sign, handbill, pamphlet, circular or any other writing or printed material or objects within any District building, except in areas expressly designated for such use and except with the permission of the Executive Director or ~~his/her~~their designee.

d) No peddler, vendor, or any other Person shall engage in any activity upon District property for gain, or for which any charge is made, or in any commercial sale, rental, exhibition, or distribution of goods or services, including, without limitation, the giving of instruction or lessons for a fee, unless such Person has first obtained a Permit, license, or contract therefor from the District.

e) No Person shall sell printed or written material on District property unless a Permit has first been obtained therefor from the District.

f) No Person engaged in the activities described in this section shall obstruct or impede pedestrians or vehicles; harass visitors on District property with physical contact or persistent demands; misrepresent the affiliations of those engaged in such activities; misrepresent what the solicited funds will be used for or whether the merchandise is available without cost or donation; or interfere with, interrupt, of engage in conduct incompatible with the purpose of any program, activity, function, and/or special event conducted or sponsored by the District.

Sec 4.3 Charitable, Religious, Political, or Non-Profit Activities

a) For purposes of this section, charitable, religious, political, or non-profit activities shall include, without limitation, soliciting contributions, the sale or distribution of merchandise, soliciting votes or circulating petitions for or against any candidate for election to public office or with respect to any referendum or other public question.

b) Soliciting contributions for charitable, religious, political, or non-profit organizations is permitted on District property provided that a Permit therefor has first been obtained from the Executive Director or their designee.~~.~~

c) The sale or distribution of merchandise by charitable, religious, political, or non-profit organizations is permitted on District property provided that a Permit therefor has first been obtained from the Executive Director or their designee.~~the District~~.

d) Soliciting votes and circulating petitions for or against candidate for election to public office or with respect to any referendum or other public question is permitted on District property in areas open to the general public without a Permit, subject to the limitations set forth in paragraphs (e) and (h) of this Section 4.3, Section 4.4 and Illinois law.

e) No Person shall engage in any activity described in subsections (a) through (d) of this Section 4.3 in District buildings or facilities in rooms or other locations in which any program, activity, class, function or special event conducted, sponsored by the District is in progress.

f) No Person shall distribute, display, post, or fix any sign, handbill, pamphlet, circular or any other writing or printed material or objects within any District building, except in areas expressly designated for such use and except with the permission of the Executive Director or ~~his/her~~their designee.

g) No Person shall fix any placard, sign, handbill, pamphlet, circular, or any other writing or printed material or objects containing advertising matter or announcements of any kind whatsoever on any District tree, shrub, post, building, gate, sign, or other District property except as provided in 4.2(b)(1-4).

h) No Person engaged in the activities described in this section shall obstruct or impede pedestrians or vehicles, harass park visitors with physical contact or persistent demands, misrepresent the affiliations of those engaged in such activities, misrepresent what the solicited funds will be used for or whether the merchandise is available without cost or donation, or interfere, interrupt, or engage in conduct incompatible with the purpose of, any program, activity, function, and/or special event conducted or sponsored by the District.

Sec. 4.4 Fairs and Special Events: Sale and Distribution of Merchandise; Soliciting Contributions

No Person shall sell and/or distribute merchandise or printed or written materials or solicit contributions, votes or signatures during fairs or special events conducted or sponsored by the District except at a fixed location designated by the District and unless a Permit therefor has first been obtained from the District. The District shall allocate space at the fixed location to applicants on a first-come, first-served basis until no more space remains available.

Sec. 4.5 Aircraft/Model Aircraft/Drones

a) No Person shall fly, cause to be flown or permit or authorize the flying of aircraft of any kind at any time over District property at an elevation lower than the minimum safety requirements established by the Federal Aviation Administration or other governmental authority, at an elevation which is lower than is reasonably safe under the circumstances, or in a manner which endangers the safety of any Person on District property.

b) No Person shall land, cause to be landed, or permit or authorize the landing of any aircraft on District property unless a Permit therefor has first been obtained from the District, except when necessitated by unavoidable emergency.

c) No Person shall bring, use, fly, control, operate; cause to be brought, used, flown, controlled or operated; permit or authorize the bringing, use, flying, controlling or operating, or otherwise participate in the operation of miniature or motorized or wire-controlled or unmanned aircraft systems including model aircrafts and drones, or rockets on or over District property, unless a Permit therefor has first been obtained from the District. For purposes of this section: a) an "unmanned aircraft system" means an unmanned aircraft and its associated elements, including communication links and the components that control the unmanned aircraft, that are required for the safe and efficient operation of the unmanned aircraft in the national airspace system; and b) an "unmanned aircraft" shall mean any aircraft that is operated without the possibility of direct human intervention from within or on the aircraft. Any Person authorized to operate an unmanned aircraft system on District property shall comply with all regulations established by the Federal Aviation Administration, the State of Illinois, the District, Village of Oak Brook and any other governmental authority having jurisdiction over such use and operation of the unmanned aircraft.

d) No Person shall parachute or otherwise descend from an aircraft into or onto District property or cause, permit or authorize another Person to parachute or otherwise descend from any aircraft into or onto District property, unless a Permit

therefor has first been obtained from the District, except when necessitated by unavoidable emergency.

Sec. 4.6 Alcoholic Liquors/Intoxication

a) The following terms shall have the meanings set forth below for purposes of this section:

"Alcoholic liquor"
Is as defined in the Illinois Liquor Code, 235 ILCS 5/1-1 *et seq.*

"Under the influence"
Means affected by any intoxicating liquor in any determinable manner. A determination of being "under the influence" can be established by a professional opinion, a scientifically valid test, a layperson's opinion or the statement of a witness.

b) No Person under the influence of alcoholic liquor shall enter into, be, or remain on District property.

c) No Person, other than the District or its authorized agents or permittees, shall bring into; possess; consume; use; sell, serve or otherwise transfer; any alcoholic beverages at any time on District property, unless a Permit has first been obtained from the District for the event for which alcoholic beverages are to be brought in, sold or served, or unless the event will be sponsored by the District. The bringing in, sales and service of alcoholic beverages shall, in all cases, be in accordance with the requirements of the District's Alcohol Serving Policy and Procedure. Any Permit granted and any District-sponsored event held shall only be for private gatherings that are not open to the public, unless the permittee or the District has obtained a special use Permit from the Village of Oak Brook.

d) Every Person possessing; consuming; using; selling, serving or otherwise transferring alcoholic liquor pursuant to this section shall be subject to and shall comply with these Regulations, and any applicable federal, state, local, and/or other District laws, ordinances, rules, and regulations regarding the possession, use, consumption, or transfer of alcoholic liquor.

Sec. 4.7 Assault, Battery, Fighting, and Reckless Conduct

No Person shall knowingly start a fight, engage in a fight, or commit any assault, battery, or reckless conduct on District property.

For purposes of this section:

a) A Person commits an assault when, without lawful authority, ~~he or she~~they engage~~s~~ in conduct which places another in reasonable apprehension of receiving a battery.

b) A Person commits a battery if ~~he or she~~they intentionally or knowingly, without legal justification, and by any means: (1) cause~~s~~ bodily harm to an individual; or (2) makes physical contact of an insulting or provoking nature with an individual.

c) A Person commits reckless conduct when ~~he or she~~they: (1) cause~~s~~ bodily harm to or endangers the bodily state of an individual by any means; or (2) performs recklessly any acts which cause harm or endanger safety, regardless of whether the acts are otherwise lawful or unlawful.

Sec. 4.8 Begging and Panhandling

No Person shall beg or panhandle in District buildings, facilities, playgrounds or parks, or at the entrances or stairways of such buildings, facilities, playgrounds, or parks.

No Person begging or panhandling on the District property shall obstruct or impede pedestrians or vehicles; harass park visitors with physical contact or persistent demands; misrepresent ~~his~~ their ~~or her~~ affiliations; misrepresent what the solicited funds will be used for; or interfere, interrupt, or engage in conduct incompatible with the purpose of any program, activity, function, and/or special event conducted, sponsored licensed or otherwise permitted by the District; or coerce or intimidate another person into giving money, goods or services.

Sec. 4.9 Bicycling

a) When two or more Persons in a group are operating bicycles, they shall not ride abreast, but shall ride in single file.

b) No Person shall cling or attach ~~himself/herself~~themselves or ~~his~~ their bicycle to any other moving vehicle.

c) The operator of a bicycle shall yield the right-of-way to all pedestrians and vehicles approaching on said roadway.

d) No Person operating a bicycle shall carry another Person on the same bicycle~~.~~ unless it is designed to do so.~~This restriction does not apply to tandem bicycles.~~

e) No Person shall operate a bicycle on District property between thirty (30) minutes after sunset and thirty (30) minutes before sunrise, without a clear, white, properly lighted headlight, visible under normal atmospheric conditions from the front thereof for not less than five hundred (500) feet and firmly attached to the bicycle, or without a red reflector firmly attached to the bicycle, which is clearly visible in the headlight beam of an automobile for a distance of five hundred (500) feet to the rear of the bicycle.

f) No Person may operate a bicycle on playgrounds, ~~ball~~ athletic fields, ~~tennis~~ athletic courts, or sidewalks, except that small children riding three- or more-wheeled cycles may operate such cycles on sidewalks while under the supervision and control of an adult.

g) ~~No Person shall ride a bicycle on any street or path where signs are posted prohibiting riding bicycles on those streets or paths.~~No Person shall use a bicycle on any District property not designated or customarily used for such purpose, where a restriction or restricted device has been defined and identified in Section 5 of the General Use Regulations, or where such use has been posted as prohibited.

h) Bicycles shall not, at any time or in any place, be indiscriminately parked by anyone in such manner as to actually or possibly interfere with pedestrians or automobiles. No Person shall leave a bicycle lying on the ground or pavement or set against trees, or otherwise in a place other than a bicycle rack when such a rack is provided and there is space available. No Person shall move or in any manner interfere with any bicycle that is properly ~~parked, or~~parked or interfere with or in any manner hinder any Person from properly parking a bicycle.

i) All bicycles, when operated on roadways, shall be kept to the right and shall be operated as nearly as practicable at the right-hand edge of the roadway or sidewalk.

j) No Person shall operate a bicycle faster than is reasonable and proper, and every bicycle shall be operated with reasonable regard for the safety of the rider and of other Persons and property. No person shall, under any circumstance, operate any bicycle at a speed greater than 20 miles per hour.

k) Every Person operating a bicycle on District property shall observe all traffic and Illinois Vehicle Code rules and regulations applicable to motor vehicles under these Regulations, except those provisions of these Regulations which, by their nature, can have no application, and except as otherwise provided by this section.

Sec. 4.10 Boating, Kayaking and Canoeing/Model Watercraft

a) No Person shall bring into, launch or attempt to launch, use or navigate any boat, kayak, canoe raft, floatation device, or other vessel in District waters, except from such places as may be designated therefor, and then only in compliance with these Regulations, and any applicable federal, state, local, and/or other District laws, ordinances, rules and regulations.

b) No Person shall use, employ, or be in or upon any District launching ramp, except on the dates and during the hours as established by the District for such use.

c) All vessels shall be registered with the Illinois Department of Natural Resources according to the Boat Registration and Safety Act, 625 ILCS 45/1-1 *et seq.*

d) No Person shall bring into, use, control or otherwise participate in the operation of miniature or motorized model watercraft on any District waters, except for a District-sponsored event or unless a Permit therefor has first been obtained from the District.

Sec. 4.11 Bribing Employees

No Person shall give or offer any money, gift, privilege or article of value to any District employee, officer, or agent in order to violate the provisions of these Regulations or any other District ordinance, contract, Permit or statute of the State of Illinois or the United States, or in order to gain or receive special consideration in applying for any use or privilege, or treatment in the use of District property. This section shall apply both on and off District property.

Sec. 4.12 Commercial Photography

No Person shall take or cause to be taken any pictures or recording for ~~still or motion pictures~~ commercial photography, videography, drone filming, or content creation intended for business promotion, advertising, or monetary without first obtaining a permit from the District.~~(including video tapes), or make sketches or paintings of District property, programs, or events for commercial purposes or for use in commercial advertising, unless a Permit therefor has first been obtained from the District.~~

Sec. 4.13 Disorderly Conduct

a) No Person shall hinder, interfere with, or cause or threaten to do bodily harm to any employee or the District while such employee is engaged in performing his or her duties in and on behalf of the District.

b) No Person shall commit any act in such an unreasonable manner as to alarm or disturb another and to provoke a breach of the peace.

c) No Person shall engage in violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance or a breach of peace.

d) No Person shall congregate with other Persons on District property with the intent to restrict vehicular or pedestrian traffic or with the intent to restrict the free ingress to or egress from District property and fails to comply with a lawful order of the Village of Oak Brook Police to disperse.

e) No Person shall commit any other act which may be defined as disorderly conduct under the Illinois Criminal Code, 720 ILCS 5/26-1, 2, 3, or 4.

Sec. 4.14 Drugs/Cannabis/Controlled Substances

a) For purposes of this section, the following words will have the meanings set forth below:

"Cannabis"
Means any substance so defined in the Cannabis Control Act, 720 ILCS 550/1 *et seq*.;

"Controlled substance"
Means any substance so defined in the Illinois Controlled Substances Act, 720 ILCS 570/100 *et seq*.;

"Intoxicating compounds"
Includes all substances listed in the Use of Intoxicating Compounds Act, 720 ILCS 690/0.01 *et seq*.;

"Under the influence"
Means affected by cannabis, any controlled substance, or any intoxicating compound in any determinable manner. A determination of being "under the influence" can be established by a professional opinion, a scientifically valid test, a layperson's opinion or the statement of a witness.

b) Except as provided in 4.14(d), no Person shall bring, possess, sell, deliver to another Person or use cannabis or any controlled substance upon District property. No Person shall produce, plant, cultivate, tend or harvest the cannabis plant on or in connection with any District property.

c) Except as provided in 4.14(d), no Person under the influence of cannabis, intoxicating compound, controlled substance, or any combination thereof, shall enter into, be, or remain on District property.

d) No Person shall bring into or possess cannabis upon District property except as permitted for a registered qualifying patient pursuant to the Compassionate Use of Medical Cannabis ~~Pilot~~ Program Act (410 ILCS 130/1 et seq.). No Person shall be under the influence of cannabis while on District property except as permitted for a registered qualifying patient pursuant to the Compassionate Use of Medical Cannabis ~~Pilot~~ Program Act.

Sec. 4.15 Dumping, Polluting, and Littering

a) No Person shall litter, cast, throw, drop, leave, scatter, place, pile, or otherwise dump, or deposit in any manner, any kind of dirt, rubbish, placard, handbill, pamphlet, circular, book, notice, flyer, other promotional material, paper of any kind, ashes, garbage, waste material, including yard waste and/or tree branches and construction debris, manure, snow, ice, or other substance, whether liquid or solid, or any other refuse in or upon District property, unless a Permit therefor has first been obtained from the District; provided, however, that paper, glass, cans, garbage and other refuse resulting from picnics or other lawful use of District property shall be deposited in receptacles provided by the District for that purpose. Where receptacles are not provided, are missing, or are full to capacity, all such garbage, refuse, or other material shall be carried away from the area of use by the Person responsible for its creation and ~~presence, and~~presence and shall be properly disposed of elsewhere. Individuals found to be dumping, polluting, and littering in violation of section 4.15 may be subjected to fines, cost recovery for cleanup and remediation, and other applicable enforcement measures.

b) No Person shall urinate or defecate on District property other than in toilets in restroom facilities expressly provided for such purposes.

c) No Person shall drain refuse from a trailer or other vehicle on District property.

d) No Person shall bathe or wash themselves or food, clothing, dishes, or other property at water outlets, fixtures or pools on District property, except at those areas designated by the District for such use.

e) No Person shall pollute or contaminate District property.

f) No Person shall deposit, dump, throw or place any garbage, refuse, rubbish, construction debris, landscape debris, bottles, cans or other similar containers of any description, or any other liquid or solid that will or may result in the pollution or hindrance of the use of any District waters.

g) No Person shall dispose of fish remains on District property, unless a Permit therefor has first been obtained from the District.

h) No Person shall dispose of human or animal waste on District property except at designated locations or in fixtures provided for that purpose.

i) Any Person violating this section shall be assessed the cost of removing any such improperly deposited substance or material, and such charge shall be in addition to, and not in lieu of, any other penalties provided for in these Regulations, or any applicable federal, state, local, and/or other District laws, ordinances, rules, and regulations.

Sec. 4.16 Fires

No Person shall light, maintain, or make use of any fire on District property, except at such places and at such times as the District may designate for such purpose and under such rules as may be prescribed by the District. In the event the District permits a Person to use such a fire, the Person shall comply with the following requirements in addition to any other rules as may be prescribed by the District:

a) No fire shall ever be left unattended, and every fire shall be under the continuous care and direction of a competent adult from the time it is kindled until the time it is completely extinguished.

b) All fires must be properly and completely extinguished prior to any Person leaving the site of the fire.

c) Dumping of ashes from grills is strictly prohibited.

d) No Person shall throw or otherwise discard lighted or smoldering material in any manner that threatens, causes damage to, or results in the burning of District property or other District resources, or creates a safety hazard.

Sec. 4.17 Fireworks

No Person shall offer for sale, expose for sale, sell, possess, use, or explode any firecracker, torpedo, skyrocket, roman candle, bomb, sparkler, rocket, squib or other fireworks of like construction, or anything containing any explosive or inflammable compound, or any tablets or other device commonly used and sold as fireworks, on District property, unless a Permit therefor has first been obtained from the District, or unless authorized to do so by contract with the District.

Sec. 4.18 Gambling/Fortune Telling

No Person shall play or engage in selling fortunes or futures, games of chance or in any other device or game of chance, hazard or skill on District property, either as a bookmaker, dealer, player or otherwise, for the purpose of gaming or gambling for money or other valuable things, except at a fair, carnival or other organized event conducted or unless a Permit therefor has first been obtained from the District.

Sec. 4.19 Games and Sports/Interference with Other Users

a) No Person shall engage in any sport, game, or amusement on District property where prohibited by the District. No Person shall walk, remain, conduct himself or herself, or go upon any portion of District property designated for any particular game, sport, or amusement in such a way as to interfere with the use of that portion of District property by Persons who are using the same for the particular sport, game or amusement for which it has been designated. No Person shall engage in any permitted activity in a rough or reckless manner so as to endanger, injure or damage any Person or property in any way.

b) No Person shall unreasonably disturb or interfere with any Person occupying an area or participating in any activity on District property under the authority of a Permit.

c) No Person shall use a golf club, baseball bat, tennis racket, or other device, to strike, hit, propel or otherwise throw any object, such as balls or rocks, on District property, except in designated areas, and only as such device is intended to be used.

Sec. 4.20 Hindering Employees

No Person shall interfere with, unreasonably disrupt, delay, or in any manner hinder any employee of the District engaged in the performance of ~~his or her~~their duties.

Sec. 4.21 Hitchhiking

No Person shall solicit a ride nor stand in or near a roadway on District property for the purpose of soliciting a ride from the operator of any vehicle.

Sec. 4.22 Impersonating an Officer

It shall be unlawful for any Person to unlawfully represent or impersonate any police officer or official of the District or pretend to be such officer or official.

Sec. 4.23 Indecent Conduct

a) No Person shall commit any indecent, lewd or lascivious act on District property, or use abusive, insulting, or obscene language, or language calculated to occasion a breach of peace on any District property.

b) No Person shall appear on District property in a state of nudity or make any indecent exposure of ~~his~~ their Person or be guilty of any other lewd or indecent act or behavior.

c) No Person shall enter or remain in or on any District property unless fully clothed in a manner generally considered to be appropriate for the game, sport, program or event in which such Person is engaged.

d.) No Person shall exhibit, sell, or offer to sell or give away any obscene or indecent book, pamphlet, paper, drawing, movie film, video tape, picture, photograph, or any other obscene or indecent article of any kind while on District property. For purposes of this subsection, obscene shall have the meaning ascribed to it in 720 ILCS 5/11-20.

Sec. 4.24 Loitering

No Person shall loiter or remain on District property either alone or in consort with other Persons in such a manner that: (1) unreasonably obstructs the usual use of entrances, hallways, corridors, stairways, or rooms designated for specific purposes; (2) impedes or disrupts the performance of official duties by District employees; (3) prevents the general public from obtaining the administrative or recreational services provided on District property in a timely manner; (4) restricts

vehicular or pedestrian traffic or restricts free ingress to and egress from District property after being requested to leave, move, or disperse by any employee of the District, or where the District has posted a sign or signs that prohibit loitering.

Sec. 4.25 Metal Detectors

No Person shall operate any device which is designed for the detection of metal objects on or below District property.

Sec. 4.26 Minors

a) No parent, guardian, or custodian of a minor shall knowingly assist or allow such minor to do any acts on District property in violation of any of these Regulations or any other law, ordinance or rule of the District. A minor is defined herein as any Person who is under the age of eighteen (18) years.

b) The parent or legal guardian of an unemancipated minor who resides with such parent or legal guardian shall be liable for damages caused by the willful or malicious acts of such minor as provided in the Illinois Parental Responsibility Act, 740 ILCS 115/1, *et seq*. This section shall not affect the recovery of damages in any other course of action where the liability of the parent or legal guardian is predicated on a common law basis.

Sec. 4.27 Mob Action

No Person shall engage in mob action. Mob action consists of any of the following: (1) the use of force or violence disturbing the public peace by two (2) or more Persons acting together without authority of law; or (2) the assembly of two (2) or more Persons to do an unlawful act; or (3) the assembly of two (2) or more Persons, without authority of law, for the purpose of doing violence to the Person or property of anyone supposed to have been guilty of a violation of the law or for the purpose of exercising correctional powers or regulative powers over any Person by violence.

Sec. 4.28 Obstructing Travel

No Person shall set, or cause to be set or placed, any goods, wares, merchandise, or property of any kind so as to obstruct travel on District property.

Sec. 4.29 Picnics

a) Picnics may be held in any unrestricted area on District property not specifically set aside for other recreational activity. A Permit is required for group picnics involving ~~ten~~ fifteen (15~~0~~) or more Persons. Groups of less than ~~ten~~ fifteen (~~10~~15) Persons do not require a Permit unless the group desires to reserve a designated area or shelter to the exclusion of others.

b) No Person shall use, infringe upon or disturb a group in possession of a valid Permit for use of District property, except with the permission of the group possessing such Permit.

c) Persons holding a valid picnic Permit may display signs in accordance with Section 4.2(b)(4) of these Regulations.

Sec. 4.30 Resisting or Interfering With Officer

No Person shall:

a) Resist any police officer in the discharge of said officer's duties;

b) Interfere in any way with or hinder or prevent a police officer from discharging ~~his/her~~their duties as such officer, or offer or endeavor to do so;

c) Assist any Person in the custody of any member of the police force, in any manner, to escape or attempt to escape from such custody, or attempt to rescue any Person in custody.

d) No Person shall falsely represent that he is, or otherwise pretend to be, a District officer or employee, a member of the police, or an agent or other representative of the District.

e) No Person shall knowingly display a false, expired or revoked Permit, pass or membership card, or give a false report or false information (including, without limitation, information requested in a Permit application) for the purpose of misleading a District employee or agent, or a member of the police in the conduct ~~of his~~their official duties.

Sec. 4.31 ~~Skateboarding~~Skateboards, Scooters, Unicycles

~~N~~No Person using roller-skates, in-line skates, skateboards, scooters, roller-skis, unicycles, coasting vehicles, or similar devices on District property shall interfere with pedestrian use of sidewalks or use of the streets by vehicles, or otherwise act negligently,

recklessly or without due caution or in any manner so as to endanger any Person or property. No person shall, under any circumstance, operate any such device at a speed greater than 20 miles per hour.

No Person shall use such devices on any District property not designated or customarily used for such purpose, where a restriction or restricted device has been defined and identified in Section 5 of the General Use Regulations, or where such use has been posted as prohibited.

Sec. 4.32 Sleeping in or on District Property/Vagrancy

a) No Person shall sleep on District property at any time, unless a Permit therefor has first been obtained from the District.

b) No Person shall use District property in a manner designed or calculated to act as a substitute for a residence or means of support, including, but not limited to, such uses as sitting or laying down in locations or facilities or on District equipment or fixtures intended for use by the public for picnicking, playing, or similar activities; storage, whether temporary or permanent, of personal belongings not directly related to the intended or designated use of District property, facilities, equipment or fixtures; and use of park space for extended periods of time for purposes other than those intended or designated for the particular District property, facility, equipment or fixtures.

Sec. 4.33 Sledding/Snowboarding/Ice Skating

a) No Person shall ice skate, sled, toboggan, inner tube, ski, snowboard, slide, or engage in similar activities on District property except at such times and places as the District may designate for such purposes, and no Person shall drive or walk upon any ice over District waters.

b) No Person shall engage in any such activity in a reckless manner that endangers that Person or others, or at a speed greater than is safe and proper under the circumstances.

c) No Person shall use any vehicle to tow, push, pull, or otherwise propel another Person on skis, sled, or other sliding device on District property.

Sec. 4.34 Smoking, E-Cigarettes, and Chewing Tobacco

No Person shall smoke any tobacco products or any e-cigarettes, and no Person shall chew tobacco in or upon any District property which is posted as a non-smoking area and/or non-chewing area. For purposes of this section, “smoking” shall mean the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, vapors, or any other lighted smoking equipment, lighting of cigarettes, electronic cigarettes, cigars or pipes, the carrying of lighted cigarettes, electronic cigarettes, cigars or pipes, or the

intentional and direct inhalation of smoke or vapor from these objects.

Sec. 4.35 Sound and Energy Amplification

a) No Person shall play or operate any sound amplification devices including public address systems, sound equipment, musical instruments, radios or stereos, noisemakers and the like, or operate any other energy amplification device or musical instrument, unless a Permit therefor has first been obtained from the District, and no such Permit shall be issued or maintained where sound produced by such devices is judged by the District to be a public annoyance. This section shall not apply to the playing of any musical instrument, public speaking, or the amplification thereof, in conjunction with activities conducted, sponsored or licensed by the District.

b) No Person shall make or causes to be made any excessively loud or unreasonable noise, which disturbs the peace. For purposes of this subsection, excessively loud or unreasonable noise is defined as noise inconsistent with or not reasonably attendant to appropriate and customary activities on District property, considering the nature and purpose of the actor's conduct, location, time of day or night, and other factors that would govern the conduct of a reasonably prudent Person under the circumstances.

Sec. 4.36 Swimming

No Person shall bath, swim, wade, float, splash, or otherwise enter District waters other than in District swimming pools.

Sec. 4.37 Theft of Property/Services/Utilities/Technology

No Person shall remove, without the permission of the Executive Director or ~~his/her~~their designee, any furniture, equipment, materials, landscaping, tree, rock, soil or other property from any District property.

Nonpayment of any fee or charge required to be paid to the District for use of any property, facility, program, or class of the District or for services rendered is prohibited.

No Person shall transfer, misuse, or tamper with any District membership identification card or any other authorized identification, pass, gift certificate or document issued by the District.

No person shall access, attempt to access, interfere with, damage, or misuse any District technology system, wireless network, security system, or electronic equipment.

No Person shall connect to, access, utilize, tamper with, or draw electricity, water, internet, communications services, or other utilities from District property, facilities, equipment, or infrastructure without authorization from the District.

No Person shall connect generators, extension cords, charging devices, lighting equipment, audio/visual equipment, inflatables, food service equipment, or other electrical devices to District electrical systems without prior authorization from the District.

No Person shall alter, open, damage, bypass, or interfere with any electrical panel, outlet, utility connection, communication device, irrigation controller, or other utility-related equipment located on District property.

Any Person authorized to utilize District utilities shall comply with all conditions established by the District and shall be responsible for any damage resulting from such use.

Sec. 4.38 Throwing Missiles

No Person shall throw or cast any stones or other missiles on District property, except where such throwing or casting is involved in a recognized game or recreational activity, and then only upon such portions of District property as may be designated for such purpose.

Sec. 4.39 Unlawful Assemblies

It shall be unlawful to collect, gather or be a member of any disorderly crowd, or any crowd gathered together for any unlawful purpose, or for any Person to join in or stay with or near any such gathering.

Sec. 4.40 Unlawful Construction or Maintenance

No Person shall erect, construct, install, perform any maintenance on, below, over, or across any District facility, property, or park, or otherwise place any building, stand, scaffold, platform or other structure of whatever kind, whether stationary or moveable and whether permanent or temporary, except by proper authorization of the District authorizing such activity and then only in accordance with written permission of the District or by written contract with District, specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such authorization.

Sec. 4.41 Weapons and Firearms

a) Except for Persons licensed to carry a concealed firearm under the Illinois Firearm Concealed Carry Law ("Licensee"), and who are using a trail or bikeway only a portion of which includes a public park, no Person other than police officers shall bring, attempt to bring, carry, or use in any way, any gun, pistol or other firearm, or any portion thereof, upon District property. Except for a Licensee, no Person shall have in any vehicle on District property a concealed firearm. A Licensee may carry a concealed firearm on or about ~~his~~ their or her person within a vehicle into a parking area on District property and may store a concealed firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area. A Licensee may carry a concealed firearm in the immediate area surrounding ~~his~~ their or her vehicle within a prohibited parking lot area on District property only for the limited purpose of storing or retrieving a concealed firearm within the vehicle's trunk. The term "case" as used above includes a glove compartment or console that completely encloses the concealed firearm or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box or other container.

b) No Person shall bring, attempt to bring, carry, or have in ~~his~~ their vehicle, or use in any way, any knife having a blade longer than three (3) inches, any air gun, pellet gun, paint-ball gun, or sling shot on District property.

c) No Person shall bring, attempt to bring, carry, have in ~~his~~ their vehicle, or use in any way, any explosives, ammunition, or bottles of gasoline with a rag attached.

d) No Person shall bring, attempt to bring, carry or use in any way, any bow or arrow upon District property, except with the permission of the Executive Director or ~~his/her~~their designee as part of a directly supervised District program.

e) No Person shall use or explode any toy pistol, toy cannon, toy cane, or toy gun in which explosives are used, or use or explode any blank cartridge on District property, except that starter pistols may be used for sporting or athletic events authorized by the District.

f) No Person, while on District property, shall use; bring onto; carry; have in ~~his~~ their possession or on or about ~~his~~ their Person, concealed or otherwise; fire, set off or otherwise cause to explode, discharge or burn; or throw any bludgeon, black-jack, billy-club, sand-club, sand-bag, metal knuckles, throwing star, switchblade knife, ballistic knife, any other dangerous knife (including without limitation, a dirk, dagger, or stiletto), razor, broken bottle or other dangerous piece of glass, liquid or gaseous substance, or any other object not specifically named herein whose intended use is as a weapon.

Sec. 4.42 Display of Permit or Pass

Every Person shall produce or display a Permit or pass when requested to do so by any authorized Person for the purpose of enforcing compliance with any federal, state, local, or District law, ordinance, rule, or regulation, when such Permit or pass is required to engage in an activity on District property.

Sec. 4.43 Misappropriation of Property

a) No Person shall knowingly obtain or exercise unauthorized control over the property of another.

b) No Person shall knowingly obtain by deception control over property of another.

c) No Person shall knowingly obtain by threat control over property of another.

d) No Person shall knowingly obtain control over stolen property knowing the property to have been stolen or under such circumstances as would reasonably induce ~~him~~ them to believe that the property was stolen, where ~~he or she~~they:

(1) Intends to deprive the owner permanently of the use or benefit of the property; or,

(2) Knowingly uses, conceals, or abandons the property in such a manner as to deprive the owner permanently of such use or benefit; or,

(3) Uses, conceals, or abandons the property knowing such use, concealment, or abandonment probably will deprive the owner permanently of such use or benefit.

Sec. 4.44 Reporting of Accidents

Persons involved in an incident on District property resulting in personal injury or property damage, shall report the incident to the Park District as soon as possible, and to the police within twenty-four (24) hours after the incident.

Sec. 4.45 Restrictions Applicable to Specific Recreational Activities

a) Classes and Camps. No Person shall bring or cause to be brought onto District property any class, play class, day camp, group lesson or similar organized group activity of any kind unless a Permit allowing such use or activity has first been obtained from the District.

b) Tournaments, Leagues, or Other Organized Recreational Activities. No Person shall utilize any District property, including without limitation playing fields and other District facilities, for tournaments, leagues, or other organized recreational activities and outings unless a Permit allowing such use or activity has first been obtained from the District.

c) This section does not apply to normal or scheduled District programs or activities. Where a conflict between normal or scheduled District programs or activities and a requested activity occurs, District programs and activities shall take precedence.

Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: FAMILY RECREATION CENTER EXTERIOR MAINTENANCE BID

AGENDA NO.: 8 C

MEETING DATE: JULY 20, 2026

STAFF REVIEW: Superintendent of Parks & Maintenance, Jake Stachowiak:

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 paint on the exterior of the Family Recreation Center is primarily original to the construction of the facility's various phases. The exterior requires maintenance, including power-washing, repair of cracks and holes in walls, replacement of caulk joints, and repainting. These repairs will stop and prevent water infiltration while rejuvenating the appearance and longevity of the facility. The exterior walls are made of an Exterior Insulation Finish System, or EIFS, which has an appearance like stucco. The brick masonry on the building is not within the scope of this work.

Unit pricing has been requested for additional exterior maintenance improvements, including power washing stained brick masonry and linear foot cost for additional caulking as needed.

A total of four bids were received, and the bid tabulation is included with this agenda history.

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

Staff conducted a second site visit with the lowest responsible bidder and contacted references. Staff recommends accepting the low base bid of $67,456 and both alternates: repair all EIFS holes and cracks for $3,100 and replacement of caulked joints for $5,200 from A+ Painters for the total cost of $75,756.00. The total project budget is $105,000.

ACTION PROPOSED:

A motion (and a second) to accept the base bid and both alternates from A+ Painters for the Family Recreation Center Exterior Maintenance Project, and to approve an agreement between the Park District and A+ Painters for a total cost not to exceed $75,756.00.

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

FRC Exterior Maintenance Project
July 6, 2026 -11:30 AM Bid Opening

Bidder	Bid Bond	Addendum #1	Addendum #2	Total Lump Sum Base Bid	Alternate Bid: Replace all EIFS Holes and Cracks	Alternate Bid: Replace all missing, cracked, and deteriorated exterior caulking.	Total Base + Alternates
A Plus Painters, Inc. 885 Kingston Lane Bartlett, IL 60103	X	X	X	**$67,456.00**	**$3,100.00**	**$5,200.00**	**$75,756.00**
Futurity 19, Inc. 3 Grant Square #310 Hinsdale, IL 60521	X	X	X	**$78,650.00**	**$15,600.00**	**$55,000.00**	**$149,250.00**
Staalsen Construction Company, Inc. 3750 N. Cicero Avenue Chicago, IL 60641	X	X	X	**$126,930.00**	**$11,713.00**	**$9,850.00**	**$148,493.00**
CertaPro Painters of La Grange 4705 Willow Springs Road, Suite 202 LaGrange, IL 60525	X	X	X	**$92,065.00**	**$4,455.00**	**$2,455.00**	**$98,975.00**

BID BOND
(Percentage)

Bond Number: 73821450

KNOW ALL PERSONS BY THESE PRESENTS, That we A Plus Painters Inc

of

1543 N Lee Blvd, Berkeley, IL 60163, hereinafter

referred to as the Principal, and Western Surety Company,

as Surety, are held and firmly bound unto Oak Brook Park District

of 1450 Forest Gate Rd., Oak Brook, IL 60523,

hereinafter referred to as the Obligee, in the sum of 10.00% of the Amount Bid (10 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for

Family Recreation Center Exterior Maintenance Project

NOW, THEREFORE, if the said contract be awarded to Principal anc Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 6th day of July, 2026.

A Plus Painters Inc
(Principal)

By _____ (Seal)

Western Surety Company
(Surety)

By John M Brown (Seal)
John M. Brown
Attorney In Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Form F5876-8-2022

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73821450

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint John M. Brown

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: A Plus Painters Inc

Obligee: Oak Brook Park District

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 73821450 is not issued on or before midnight of October 6th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 6th day of July, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 6th day of July, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

P. Dahl
Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of July, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

O. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR A Plus Painters Inc.

By: Jorge Orequera
Its: President

STATE OF IL)
)SS
COUNTY OF Cook)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Jorge Orequera appeared before me this day and, being first duly sworn on oath, acknowledged that they executed the foregoing instrument as their free act and deed and as the act and deed of the Contractor.

Dated: June 26, 2026

Yadira Sosa
(Notary Public)

(SEAL)

OFFICIAL SEAL
YADIRA SOSA SOSA
Notary Public, State of Illinois
Commission No. 1000488
My Commission Expires
November 25, 2028

Oak Brook Park District

Family Recreation Center Exterior Maintenance Bid Packet

Jake Stachowiak, Superintendent of Parks and Maintenance 630-645-9575
jstachowiak@obparks.org

Bob Johnson, Deputy Director 630-645-9540
bjohnson@obparks.org

Laure Kosey, Executive Director 630-645-9535
lkosey@obparks.org

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INVITATION TO BID
OAK BROOK PARK DISTRICT
FAMILY RECREATION CENTER EXTERIOR MAINTENANCE PROJECT

The Oak Brook Park District (the "District") is accepting bids for the Family Recreation Center Exterior Maintenance Project.

Sealed bids for Family Recreation Center Exterior Maintenance Project in Oak Brook, IL, shall be received at the Park District offices: 1450 Forest Gate Road, Oak Brook, Illinois 60523 until 11:30 a.m. local time, July 6th, 2026, at which time all bids will be publicly opened and read Aloud.

Work generally includes power washing and preparation of surfaces, followed by painting of exterior EIFS walls, accent stripes, selected ceiling sections, three flagpoles, the main entrance awning and skylight, window trim, doors and air vents around the Family Recreation Center. The bid also contains alternates for repair all EIFS holes and cracks and replacing all missing, cracked, and deteriorated exterior caulk.

Bid documents will be available in PDF format at the District's website: https://www.obparks.org/bids-rfps beginning June 16, 2026 at 9:00am.

A mandatory pre-bid meeting will be held for this Project at the Oak Brook Park District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523 on June 23rd, 2026 at 1:00 p.m. All potential Bidders for this Project must attend the pre-bid meeting.

The Oak Brook Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Oak Brook Park District.

Specifications require the submittal of a 10% Bid Surety with the proposal. In addition, the successful contractor(s) must be able to provide a satisfactory Performance Bond, Labor and Material Payment Bond, and required proof of insurance following the award of a contract.

All contracts for work herein are subject to all Park District rules and regulations and providing for the payment of DuPage County's prevailing wage rate to all workers involved in these projects.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

The District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment, and services.

Laure Kosey, Executive Director Oak Brook Park District.

INSTRUCTIONS TO BIDDERS
OAK BROOK PARK DISTRICT
FAMILY RECREATION CENTER EXTERIOR MAINTENANCE PROJECT

INSTRUCTIONS TO BIDDERS

The Oak Brook Park District and Owner are one and the same.

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and their legal representatives or authorized agents.

A. BID DOCUMENTS

1. Bid Documents for this Project will be available in PDF format at the District's website: http://www. https://www.obparks.org/bids-rfps

2. **A mandatory pre-bid meeting will be held for this Project at the Oak Brook Park District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523 on June 23rd, 2026 at 1:00 p.m. All potential Bidders for this Project must attend the pre-bid meeting.**

B. BID FORM

1. Each bid shall be made on the "Bid Form" furnished by the District. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.

2. All applicable blank spaces on the "Bid Form" shall be fully completed, including the List of Subcontractors and the Bidder's Reference List, and all amounts shall be in words as well as in figures where applicable.

3. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and title shall be typed below the signature.

4. Erasures, interlineations, corrections, or other changes on the "Bid Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.

5. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the

Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

6. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

7. Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid**. The certification of the successful Bidder shall become a part of the Contract with the Park District.

8. The bids shall be sealed in an opaque envelope, marked with the name of the Bidder, the date and time of the bid, and addressed as follows:

   Sealed Bid: Family Recreation Center Exterior Maintenance Project
   Oak Brook Park District
   1450 Forest Gate Road
   Oak Brook, IL 60523

9. **Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than July 6th, 2026 at 11:30 a.m.** Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that their bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered**. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.

10. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of bids. No Bidder may withdraw a bid after opening of the bids.

11. Bids will be publicly opened on the due date.

C. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in t the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

1. On a separate sheet, list all projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

2. On the Bidder's Reference List form provided herein, list at least three (3) projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

3. On the List of Subcontractors form provided herein, provide a list of anticipated subcontractors, if any, including their firm names, addresses and telephone numbers. All subcontractors to be used shall be approved by the Owner. If the Contractor subcontracts any part of the Work for this project, the Contractor shall not under any circumstances be relieved of their liabilities and obligations; any subcontractor for this project will be recognized only in the capacity of an employee of the Contractor.

4. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

5. On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

6. On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the architect and, if applicable also the construction manager or Owner's representative.

Other required submittals include: Bid Form; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to**

complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.

The Park District reserves the right to require of any Bidder such information to verify the Bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

D. MODIFICATION OF BIDS

Any Bidder may modify their bid by written notice (signed by the Bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time. Modifications of bid submittals sent by facsimile will not be permitted.

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint themselves with conditions, as they exist, and shall undertake such additional inquiry and investigation as they shall deem necessary so that they may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to their bid. By submitting a bid, the Bidder agrees, represents and warrants that they have undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

F. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part

or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Oak Brook Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

G. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Oak Brook Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Oak Brook Park District Board of Park Commissioners. The bid security of the three (3) lowest responsible Bidders will be returned after acceptance by the Park District from the successful Bidder, an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Oak Brook Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish an original Performance Bond, and Labor and Materials/Payment Bond **in the amount of 110% of the Contract Sum**, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include

in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety, provided that the District's retention of the bid guarantee shall not preclude the District from holding the Bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the Bidder's failure to enter into said Contract and to deliver the same back to the District within said ten (10) day period.

In addition to the required performance and labor and material payment bonds, the successful Bidder shall furnish a maintenance bond and/or irrevocable letter of credit in the amount of the Contract to guarantee the Work performed under the Contract against defective workmanship and/or defective materials of any nature for a period of not less than twelve (12) months from the date of acceptance of the Work, materials or equipment provided. The maintenance bond shall be in a form acceptable to District. A letter of credit furnished in lieu of maintenance bond shall be in a form designated by the District's attorneys. The District reserves the right to waive the maintenance bond in its own interests.

H. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

I. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Agreement between Owner and Contractor for Family Recreation Center Exterior Painting, substantially in the same form included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

J. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in, all cases, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Jake

Stachowiak, jstachowiak@obparks.org. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

K. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening. All addenda will be posted on the district's website https://www.obparks.org/bids-rfps.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

L. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

CONDITIONS OF THE CONTRACT
OAK BROOK PARK DISTRICT
FAMILY RECREATION CENTER EXTERIOR PAINTING PROJECT

GENERAL CONDITIONS

The General Conditions are included in the Agreement between Owner and Contractor for Family Recreation Center Exterior Maintenance Project substantially in the same form included in these Bid Documents (the "General Conditions").

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby amended to include the following:

1. COMMENCEMENT AND COMPLETION DATE

The Work for the Contract shall commence on, or after August 24th, 2026, or on such earlier date as may be agreed upon by the parties. Contractor shall achieve Substantial Completion on or before September 25th. Final Completion is required on or before October 1st, 2026, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

2. USE OF THE SITE

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the site with such materials. The site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

3. COOPERATION WITH UTILITIES

The Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation.

The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, etc. to insure against damage.

The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of any special construction methods required in performing the Work due to the existence of said appurtenances whether in their present or relocated positions.

4. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY

In accordance with the Specifications, the Contractor shall protect all existing property and improvements within the Project site and those adjacent to the Owner's property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or the operations of any subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not Owner or furnished by the Owner.

5. INSURANCE

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE BIDDER CONFER WITH ITS INSURANCE CARRIER REGARDING THESE REQUIREMENTS. FAILURE TO MEET THESE REQUIREMENTS IS CAUSE FOR CANCELLATION OF THE CONTRACT.

The successful Bidder shall obtain insurance of the types and in the amounts listed below.

a. Commercial General and Umbrella Liability Insurance

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 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).

The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 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 District. Any insurance or self-insurance maintained by the District shall be deemed excess of such bidder's insurance and shall not contribute with it.

b. Business Auto and Umbrella Liability Insurance

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

Business auto insurance shall be written 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.

c. Workers Compensation Insurance

The successful Bidder shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Such Bidder waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Bidder's activities.

d. General Insurance Provisions

i. Evidence of Insurance: The successful Bidder shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each

insurer, showing compliance with the insurance requirements set forth above.

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

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

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

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

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

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

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

e. Subcontractors

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

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor 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 Contractor's work, 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 there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused 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. Contractor 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 Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the successful Bidder's duty to indemnify, defend and hold the District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The successful Bidder's indemnification of the District shall survive the termination or expiration of the Contract.

7. WARRANTY

A. The Work performed and the materials and equipment installed under this Contract shall be in compliance with the Contract Documents and must be guaranteed by the Contractor and the Surety for a period of twelve (12) months from Final Completion against defective workmanship and material of any nature. On all material or equipment incorporated, the Contractor and its Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Specifications and Drawings.

B. A Maintenance Bond or Irrevocable Letter of Credit meeting the requirements set forth in the Instructions to Bidders shall be furnished by the Contractor to guarantee the Work performed, and the materials and equipment provided under the Contract.

SPECIAL CONDITIONS

1. The Family Recreation Center will be open to the public for the duration of the Project but will require cooperation in scheduling and the use of space. As such, Contractor shall maintain the Project site in a manner that ensures safe access to the Family Recreation Center's space by said contractors, Park District staff and others requiring access to the Family Recreation Center. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

2. The site will be available 5:30am-9pm Monday-Friday. Contractor may request additional access outside of these hours to assist with project timelines. Owner approval will be required for reasonable accommodation requests.

3. Upon request of the Contractor, a scissor lift may be made available for use. Contractor must provide proof of lift safety training, and an additional liability waiver may be required by the Owner.

BID FORM
OAK BROOK PARK DISTRICT
FAMILY RECREATION CENTER EXTERIOR MAINTENANCE PROJECT

(Please complete in ink, and print or type)

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

FROM: A Plus Painters Inc.
NAME OF BIDDER

885 Kingston Ln
STREET ADDRESS

Bartlett IL 60103
CITY STATE ZIP

773-225-8864
PHONE

FOR: Family Recreation Center Exterior Maintenance Project

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

A. That they have carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that they have visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that they have compared the site with the Drawings and Specifications and has satisfied themselves as to all conditions affecting the execution of the Work;

B. That all modifications have been submitted with this bid;

C. That they have checked carefully the bid figures and understands that they shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;

D. That it is understood and agreed that the Oak Brook Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;

E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;

F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
(a) Furnish all bonds and insurance required by the Contract Documents;
(b) Accomplish the Work in accordance with the Contract Documents; and
(c) Complete the Work within the time requirements as set forth in the Bid Documents.

G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;

H. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

I. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, bonds, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder agrees to perform the Work for the following lump sum price:

Base Bid	**Amount**
1. Painting of entire exterior EIFS walls, accent stripes, horizontal wall sections, three flag poles, both awning and skylight at the main entrance.	$ 54,117
2. Painting window trim along the front (east elevation) of the Family Recreation Center. Doors #13 and #2B, loading dock bollards, door trim and vehicle stop, and three air vents.	$ 6,800
3. Power wash entire exterior of the areas to be painted	$ 6,539

Total Lump Sum Base Bid: 67,456

Alternate Bids	**Amount**
Alt 1) Replace all EIFS holes and cracks	$ 3,100
Alt 2) Replace all missing, cracked, and deteriorated exterior caulking.	$ 5,200

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. 1 Date: June-24-2026
Addendum No. 2 Date: June-24-2026

The Work for the Contract shall commence on, or after, August 24, 2026. Substantial Completion of the Project is expected on or before September 25th, 2026. Final Completion of the Project shall be on or before October 1, 2026, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

A PLUS PAINTERS INC.
REFERENCES



MUNICIPAL & GOVERNMENT PROJECTS

City of Highland Park

1707 St Johns Ave, Highland Park, IL 60035

Contact: Tony Ferrara

Phone: (847) 404-4934

Years: 2017–Present (Active)

Annual Value: Approximately $200,000+ per year

Scope: Interior and exterior painting of City Hall, Public Works facilities, Police Departments, Fire Stations, epoxy flooring systems, specialty coatings, parking areas, striping and various municipal buildings.

Village of Schaumburg – Public Works / Fire Facilities

714 S. Plum Grove Rd, Schaumburg, IL 60193

Contact: Maria Zamarripa

Phone: (847) 923-6647

Fire Station #54 – 2025 - $59,733

Fire Department #55 – November 2025 – $62,478

Scope: Interior painting of fire facilities and municipal buildings.

Village of Pingree Grove – Municipal Center

555 Reinking Rd, Pingree Grove, IL 60140

Contact: Pat Doherty

Phone: (224) 535-1335

Date: August 2025 – $33,280

Scope: Exterior painting of Municipal Center building.

Village of Chicago Heights

1601 Chicago Rd, Chicago Heights, IL 60411

Contact: Gilberto Ayala Jr.

Phone: (708) 200-7860

Years: 2023–2025

Scope: Epoxy finishes at Public Works, City Hall, sandblasting, painting of municipal buildings and various projects throughout the village.

Village of Elk Grove Village

Contact: William Bolich

Phone: (847) 734-8053

Year: 2022

Gymnasiums, corridors, exteriors, specialty coatings.

PARK DISTRICTS & AQUATIC FACILITIES

Naperville Park District – Centennial Beach
320 Jackson Ave, Naperville, IL 60540
Contact: Mike Piszynski
Phone: (630) 848-5030
October 2025
Contract: $148,743
Scope: Pressure washing, repairs, epoxy painting.

Arlington Heights Park District – Heritage Pool
410 N Arlington Heights Rd, Arlington Heights, IL 60004
Contact: Sheila E. Cruz
Phone: (847) 577-3009
Year: 2025
Contract: $117,350
Scope: Sandblasting, grinding, repainting; Tnemec epoxy systems.

Plainfield Park District – Ottawa Street Pool
23729 W Ottawa St, Plainfield, IL
Contact: Bob Collings
Phone: (779) 252-2718
Contract: $37,757
Scope: Pressure washing, cleaning and painting.

Cary Park District – Sunburst Bay Pool
1200 Silver Lake Rd, Cary, IL 60013
Contact: Noah J. Mach
Phone: (847) 639-8440 ext 140
Year: 2025
Contract: $77,387
Scope: Cleaning, sanding and painting.

Elmhurst Park District – Aquatic Facilities
375 W 1st St, Elmhurst, IL 60126
East End Swimming Pool – 2024 – $145,000 – Resurfacing Lap & Activity Pools
Norman P. Smalley Pool – 2024–2025 – Concrete repair and repaint
Deep Well & Tot Lot Pools – Sandblasting, grinding, epoxy – Tnemec Series N-69
Contacts: Ruben Martinez (630) 675-5075 | Angela Ferrentino (630) 675-4979

Elmhurst Park District – Wilder Mansion (Epoxy Project)

375 W First St, Elmhurst, IL 60126

Contact: Joyce Sica

Phone: (630) 993-8189

Contract: $22,953

Scope: Floor and wall grinding; epoxy with silica full broadcast system.

COMMERCIAL & INSTITUTIONAL

Commercial Facility – Lemont, IL

20W345 101st St, Lemont, IL 60439

Project Manager Contact: Carlos Tellez

Phone: (224) 388-6344

January 2026

Contract Value: $216,560

Scope: Full interior painting of commercial areas.

V2 Solutions

1455 Elmhurst Rd, Elk Grove Village, IL 60007

Contact: Daisy Esparza

Phone: (773) 908-7927

Since 2017–Present

Approximate Annual Volume: $530,000

Scope: Office interiors, warehouse exteriors, drywall, epoxy flooring, power washing, commercial painting.

BLC Construction

935 National Pkwy Suite 45, Schaumburg, IL 60173

Contact: Juan Van Vuren

Phone: (630) 362-8561

Since 2016–Present

Approximate Annual Volume: $710,000

Scope: Commercial projects, medical facilities (including SIEMENS & LINK), epoxy flooring, prevailing wage projects.

OUT-OF-STATE EXPERIENCE

In coordination with Go Painters Inc

Projects completed in North Carolina, Wisconsin, and additional Midwestern & Southern states.

Skokie Park District · Driving Range Structure Painting
Completed: April 2026
Contact: Corrie Guynn
Phone: 773-263-0888
Contract: $57,800
Scope: Driving range structure painting project.

Scope: Sandblasting and painting approximately 2,000 fire hydrants throughout town; light poles near City Hall.

City of Elmhurst

209 N York St, Elmhurst, IL 60126

Contact: Christopher Dufort

Phone: (630) 530-3036

Years: 2017–2019

Contract Value: $160,000

Scope: History Museum painting; sandblasting and painting fire hydrants throughout the city.

City of Naperville

400 S Eagle St, Naperville, IL 60540

Contact: Guadalupe Gonzalez

Phone: (630) 335-3372

Years: 2018–2020

Contract Value: $180,000

Scope: City Hall painting; Public Works building; government facilities.

City of Wheaton – City Hall Exterior

Contact: Al Schefske

Phone: (630) 260-2867

Year: 2023

Contract: $67,000

Scope: Exterior building painting.

SCHOOL DISTRICTS

Evanston Township High School

1600 Dodge Ave, Evanston, IL 60201

Contact: Jose Guerrero

Phone: (847) 514-7780

Years: 2016–2018

Contract Value: $230,000

Scope: Interior painting, repairs, exterior field structures, drywall and related work.

School District U-46

355 E Chicago St, Elgin, IL 60120

Contact: Karl Arlanga

Phone: (847) 652-3364

Years: 2019–2024

Scope: Streamwood High School (epoxy walls/lockers), Larsen Middle School (interior painting), Centennial Elementary School, Coleman Elementary, Elgin High School (multiple years).

ADDENDUM #1 June 24th, 2026

Family Recreation Center Exterior Maintenance Project

All addenda to bidders shall be incorporated into the bid documents. Each bidder submitting a bid must acknowledge receipt of any and every addendum received.

All bidders shall include a printed and signed copy of this addendum with their bid submittal.

All bidders must complete and submit with their bid the Contractor's Certifications, Bid Form, and the bid bond as specified in the bid packet along with this signed addendum to have their bid considered by the District.

1. What color is the window trim and medallions/small squares to be painted?

Answer: They are to be painted to match existing color as close as possible and color is to be approved by Owner.

2. Is the Sky Light (area inside the building) being painted on the inside of the building?

Answer: No, only the exterior section of the skylight while both side of the awning are to be painted.

3. Is the east elevation window sill joint included with the other caulked joints?

Answer: Yes, the lower window sills are to be replaced as needed.

4. Is the ceiling along the north elevation and northwest corner to be painted?

Answer: Yes, owner will make sure to restrict parking in the area to allow for the work to be completed.

5. Is the North and West step wall to be painted?

Answer: No, that section of wall in excluded.

6. Are the HVAC enclosure walls to be painted?

Answer: No, those areas are excluded.

ADDENDUM #2 June 26th, 2026

Family Recreation Center Exterior Maintenance Project

All addenda to bidders shall be incorporated into the bid documents. Each bidder submitting a bid must acknowledge receipt of any and every addendum received.

All bidders shall include a printed and signed copy of this addendum with their bid submittal.

All bidders must complete and submit with their bid the Contractor's Certifications, Bid Form, and the bid bond as specified in the bid packet along with this signed addendum to have their bid considered by the District.

1. Contractor is requesting approval to use Sherwin-Williams products as an approved equal to the Benjamin Moore products specified in the bid.

Answer: SuperPaint Exterior Acrylic Low Sheen is an approved equivalent replacement for Benjamin Moore Ultra Spec Exterior Paint – Low Lustre and Pro Industrial DTM Acrylic is an approved equivalent replacement for Benjamin Moore High Performance Command (Direct-to-Metal).

The Bidder's signature below acknowledges the receipt of Addendum #2, issued June 26th, 2026 for the Family Recreation Center Exterior Maintenance Project.

Bidder's Signature: _____

Bidder's Name: Jorge Ocegüera

Company Name: A Plus Painters Inc

Date: June-24-2026

7. Is power washing the brick included in the price to power wash the building?

Answer: No, the brick is not included unless required to clean the area before caulking expansion joints.

The Bidder's signature below acknowledges the receipt of Addendum #1, issued June 24th, 2026 for the Family Recreation Center Exterior Maintenance Project.

Bidder's Signature: _____

Bidder's Name: A Jorge Oaguera

Company Name: A Plus Painters Inc.

Date: June-24-2026

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS 26 DAY OF June, 2026.

A Plus Painters Inc
Full Name of Bidder (Print)

(a) Individual ( )
(b) Partnership ( )
(c) Corporation (X)

Name and Title of Authorized Agent
if Corporation or Partnership (Print): Jorge Oceguera President

Jorge Oceguera President
Full Name and Title of Bidder (Signature)

885 Kingston Ln
Street Address

Bartlett IL 60103
City/State/Zip

773-225-8864
Phone

Jorge@aplusPaintersinc.com
Email

LIST OF SUBCONTRACTORS

Bidder submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that if selected the successful Contractor, the Bidder will promptly confer with the District's agents on the question of which subcontractors the Bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor, another subcontractor for the trade against whose standing and ability the Bidder makes no objection in writing, and the Bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bidder's bid, the unit, total and alternate Contract prices being adjusted to confirm thereto.

Subcontractor Name & Address	Classification of Work	Amount of Subcontract
1.		
2.		
3.		
4.		

BIDDER'S REFERENCE LIST

Each Bidder must list the name, address, phone number and project name for at least three (3) projects performed for governmental entities of similar scope and complexity as the Family Recreation Center Exterior Maintenance Project in the past five (5) years. Bidder may include, as a separate attachment, additional information or references on projects completed.

1. Attached
Name of Park District, School District, or Municipality

Contact Person

Phone Number E-Mail

Description of Work performed Project Value

2.
Name of Park District, School District, or Municipality

Contact Person

Phone Number E-Mail

Description of Work performed Project Value

3.
Name of Park District, School District, Municipality

Contact Person

Phone Number E-Mail

Description of Work performed Project Value

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at http://labor.illinois.gov/. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act. The Contractor shall submit monthly, no later than the 10th day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website in accordance with the Prevailing Wage Act. Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act. Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

D. If applicable, Contractor shall abide by the "*Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.)*, which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.

E. To the best of Contractor's knowledge, no officer or employee of Contractor 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.

F. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

G. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

H. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or

remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.

I. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

J. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

K. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

L. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

M. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor 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. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

N. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy

of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

O. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR A Plus Painters Inc

By: Jorge Ocegüera
Its: President

STATE OF IL)
)SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that they executed the foregoing instrument as their free act and deed and as the act and deed of the Contractor.

Dated: _____

_____
(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one],** by its undersigned representative, hereby certifies and represents to the Oak Brook Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/*1 et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Aplus Painters Inc
Name of Contractor/Subcontractor (print or type)

Jorge Oceguera
Name and Title of Authorized Representative (print or type)

_____ Dated: June-26-2026
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

_____
Name of Contractor/Subcontractor (print or type)

_____
Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

A Plus Painters Inc.
Substance Abuse Prevention Program

Effective Date: June 26, 2026

Phone: 773-225-8864

Purpose

A Plus Painters Inc. is committed to providing a safe, healthy, and drug-free workplace for all employees. This policy complies with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265).

Policy

Employees are prohibited from using, possessing, distributing, selling, or being under the influence of illegal drugs or alcohol while working on company business, company property, or any public works project.

Prohibited Conduct

- Report to work under the influence of drugs or alcohol.
- Use, possess, sell, or distribute illegal drugs or alcohol while working.
- Misuse prescription medications that impair their ability to work safely.

Testing

A Plus Painters Inc. may require drug and/or alcohol testing after a workplace accident, upon reasonable suspicion of impairment, or as required by law or contract.

Employee Responsibility

Employees must report fit for duty, notify management if they are taking medication that may affect safe job performance, and cooperate with investigations and testing when required.

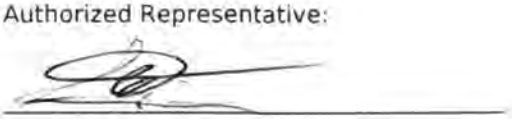
Violations

Violations of this policy may result in disciplinary action, up to and including termination of employment and removal from the jobsite.

Training

Employees will receive a copy of this policy during hiring and whenever updates are made.

Authorized Representative:



Jorge Oceguera, President

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor (IDOL). As required by the Illinois Prevailing Wage Act, the contractor/subcontractor has an obligation to check IDOL's web site for revisions to prevailing wage rates. These revisions may be accessed by computer at http://labor.illinois.gov/. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR FAMILY RECREATION CENTER EXTERIOR MAINTENANCE

This Agreement between and Owner and Contractor for Family Recreation Center Exterior Maintenance (the "Agreement") is made as of the __day of July, 2026 by and between the Oak Park District, an Illinois unit of local government (the "Park District" or the "Owner"), with its principal place of business at 1450 Forest Gate Road, Oak Brook, Illinois 60523 and_____, an _____("Contractor") with its principal place of business at__, _____, Illinois,_____. The Park District and Contractor may hereinafter be referred to together as the "Parties" or individually as a "Party".

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials. The Contractor shall provide all labor, equipment and materials required to complete the following work: painting all noted walls, doors, trim and surfaces at the Family Recreation Center as indicated in the Bid Documents for Oak Brook Park District Family Recreation Center Exterior Maintenance Project, dated June 16, 2026 ("Bid Documents").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents, Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Certifications, attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor's Performance Bond and Payment Bond, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

By its execution of this Agreement, Contractor acknowledges, agrees, represents, and warrants that Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Final Completion. The failure or omission of Contractor to obtain, receive or examine the Contract Documents and become knowledgeable with respect to conditions of the Work, or to seek needed clarification from the Park District shall in no way because to alter this Agreement or the Contract Sum.

By its execution of this Agreement, Contractor represents and warrants that Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Before commencing activities, the Contractor shall: a) take field measurements and verify field conditions; b) carefully compare this and other information known to the Contractor with the Contract Documents; and c) promptly report errors, inconsistencies, or omissions discovered to the Park District.

3. Commencement and Completion Dates. Contractor shall commence the Work on, or after August 24, 2026. Contractor shall achieve Substantial Completion on or before September 25, 2026. Final Completion

of the Work on or before October 1, 2026. Final Completion means the date the Work has been fully performed, all Work has been completed in accordance with the Contract Documents, including correction of any defective Work, and the Park District has inspected and accepted the completed Work and approved final payment to the Contractor.

The Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will ensure the completion of the Work in accordance with the Contract Documents by the Final Completion date. It is expressly understood and agreed by and between Contractor and Park District that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality.

4. Performance of Work.

a. Contractor shall perform all Work in a good and workmanlike manner. Contractor shall maintain sufficient staff and crews to perform all Work in an expeditious manner consistent with the interests of the Park District. Contractor shall promptly notify the Park District immediately in writing: (i) of any information required from the Park District and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work requested by the Park District or required for the project that is not included in the scope of Work reflected in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees. Contractor shall keep all documents and information related to the project confidential and, except as required by law, shall not disclose such documents or information to any person or other party except the employees of Contractor and its subcontractors who need such documents or information to perform the Work and complete the project.

b. Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Park District and shall not unreasonably encumber the project site with such materials. The project site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

c. Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation. The Contractor shall verify the location of all

utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, or other equipment to insure against damage to said utility installation. The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

d. If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Park District of the condition in writing. The Park District shall then issue directions. The contract time and Contract Sum shall be equitably adjusted if necessitated by such directions of the Park District.

5. Contract Sum. The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Contract Documents the following amount _____ 00/100 Dollars ($ .....00) (the "Contract Sum").

6. Payment. Payment shall be made by the Park District to the Contractor upon the Park District's receipt of an invoice itemizing the Work properly performed as determined by the Park District, and delivery of lien waivers and sworn statements, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*. upon Final Completion of the Work.

Final payment shall not become due until Contractor has fully performed the Work in accordance with the Contract Documents, including but not limited to correction of any defective Work, and delivery of all required documentation in accordance with Section 8 below. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment. Final payment by the Park District shall not relieve Contractor of the responsibility for the correction of any and all defects in the Work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

7. Waiver of Liens. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. Prior to the payment of the Work, Contractor shall provide: a) for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the Work in accordance with the Contract Documents, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the

Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

8. Changes in the Work.

a. By appropriate modification, changes in the Work may be accomplished after execution of the Agreement. The Park District may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and contract time being adjusted accordingly. Such changes in the Work shall be authorized by written change order signed by the Park District and Contractor ("Change Order"). Upon issuance of the Change Order, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order. Contractor shall be solely responsible for the cost of additional work and materials under any change order resulting from Contractor's negligent act or omission or failure to perform the Work in accordance with the Contract Documents.

b. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or change in the contract time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the Parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Park District has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the contract time.

c. Adjustments to the Contract Sum for changes in the Work other than changes in the Work involving items for which unit prices were requested by Park District and provided in Contractor's Proposal, shall be made as follows:

i. In the manner agreed to by the Parties, or in the absence of agreement then the combined allowance for overhead and profit in connection with changes to the Work shall be the lesser of the amount, if any, included in the Contractor's Proposal, or the following: (a) five percent (5%) of the cost of the change in the Work involved if performed by the Contractor not involving subcontractors, or (b) five percent (5%) of the cost of the change in the Work involved performed by subcontractors, plus two percent (2%) of the cost of the change in the Work for the Contractor's supervision of the work performed by the subcontractors. When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

d. Overtime, if and when specifically authorized in advance in writing by the Park District shall be paid by the Park District on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient work force so as to achieve completion of the Work within the time and in the manner contemplated by the Contract Documents or otherwise due to the fault of the Contractor. In such instances if the Park District requires the Contractor to perform Work on an overtime basis, all costs for and associates with such overtime shall be borne by the Contractor.

9. Progress Meetings and Coordination. On a weekly basis until Final Completion, or as otherwise agreed by the Parties, the Park District and Contractor shall participate in weekly progress meetings as applicable and necessary. The Contractor shall require its subcontractors and suppliers to be present at such meetings as appropriate based on the status of ongoing and scheduled Work. The Contractor shall report on the status of the Work, and the Parties shall discuss and attempt to resolve all requests for information, submittals, Change Order requests, and all other open items then pending.

10. Owner's Right to Correct the Work. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

11. Delays. In the event the Work is delayed due to a cause beyond the reasonable control of Contractor, including strikes, labor disputes, lockouts, fire, shortages of labor or material, inclemency of weather, accidents, casualties, pandemic outbreaks, or government orders, Contractor shall not be liable for any damages caused by such delays, shortages, or disruptions and, provided that Contractor is in compliance with all other relevant provisions of this Agreement, the contract time shall be extended for such reasonable time as the Park District may determine; provided, however, that such extension of contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Park District to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal. Any such extension of contract time pursuant to this section shall be reduced to a Change Order. Extension of contract time pursuant to this section shall be the Contractor's sole and exclusive remedy for delay.

12. Warranties. Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall promptly correct any defective Work. Payment by the Park District for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered to the Park District. Except as otherwise provided in this Agreement, all warranties shall become effective on the Final Completion of the Work and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. Contractor shall promptly repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

13. Correction of the Work. In addition to the Contractor's obligations under Section 13, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 13, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Park District to do so unless the Park District has previously given the Contractor a written acceptance of such condition. The Park District shall give such notice promptly after discovery of the condition. The obligation under this Section 14 shall survive acceptance of the Work under the Contract Documents and termination of the Agreement. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a subcontractor contrary to the Park District's request or to the request of a governmental officer, or to the requirements of the Contract Documents or governmental requirements, and was therefore not visible for inspection by the Park District or governmental officer, as applicable, at the time of inspection. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work. If the Contractor fails to correct nonconforming Work within a reasonable time, the Park District may correct it in accordance with Section 11.

14. Cleaning Up. The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the Park District may do so and the cost thereof shall be charged to the Contractor.

15. Safety of Persons and Property.

a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

   (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and

   (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.

b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

c. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly

employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.

16. **Insurance.** The Contractor shall acquire and keep in force the following insurance coverage:

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District, its elected and appointed officials, employees and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

Business auto insurance shall be written 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.

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

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

d. General Insurance Provisions

1. Evidence of Insurance. Prior to beginning Work, Contractor shall furnish to the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

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

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

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

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

17. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District 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 Contractor's performance of the Work, 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 there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused 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. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold the District harmless as set forth herein.
The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided. Contractor's indemnification of the Park District shall survive the termination or expiration of the Agreement.

18. Performance, Payment and Maintenance Bonds.

a. Contractor shall deposit with the Park District before commencing any work an *AIA A312-2010 Performance Bond and Payment Bond*, or an approved substitute, for 110% of the Contract Sum, guaranteeing the faithful performance of the Work in accordance with the Contract Documents, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage, and guarantee correction of Work. The surety must be approved by the Park District and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq*. and this section. Contractor and all subcontractors shall name the Park District as an obligee on all bonds.

b. Contractor shall also furnish a maintenance bond and/or irrevocable letter of credit in the amount of the Contract Sum to guarantee the Work performed under the Contract Documents against defective workmanship and/or defective materials of any nature for a period of not less than twelve (12) months from the date of acceptance of the Work, materials or equipment provided. The maintenance bond or letter of credit shall be in a form acceptable to District.

c. Whenever Contractor shall be and is declared by the Park District to be in default under the Agreement, the surety and the Contractor are each responsible to make full payment to the Park District for any and all extra work incurred by the Park District as a result of the Contractor's default and

to pay to the Park District all attorneys' fees and court costs incurred by the Park District as a result of the Contractor's default, and in protecting the Park District's rights under the Contract Documents to remedy the Contractor's default.

19. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Agreement and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Agreement by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District 's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Agreement.

c. Upon termination of this Agreement for any reason as provided herein: (1) Contractor shall not be entitled to damages or lost profits; and (2) except as otherwise provided herein, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

20. Compliance with Laws and Permits. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit B** to this Agreement.

21. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

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

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

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

25. Independent Contractor. Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this

Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

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

27. Subcontracts. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the Agreement by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

28. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to the Park District: Oak Brook Park District
Attn: Jake Stachowiak
1450 Forest Gate Road
Oak Brook, IL 60523
Email: jstachowiak@obparks.org

If to Contractor:

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

29. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing and dated subsequent to the date of this Agreement and signed by an authorized representative of each Party.

30. 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.

31. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is

determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

OAK BROOK PARK DISTRICT

By:

_____

President, Board of Park Commissioners

Attest:

_____

Secretary, Board of Park Commissioners

(CONTRACTOR)

By:

_____

Its:

_____

TECHNICAL SPECIFICATIONS

Family Recreation Center Exterior Maintenance Work

Scope of work:

1. Preparation
    a. Surface shall be thoroughly cleaned of all dirt, debris, and dust.
    b. Surface impurities shall be filled and prepared for proper receipt of primer and paint.
    c. All areas not being painted shall be covered and/or protected from drips.

2. Bid should provide for painting all surfaces with material appropriate paints.
    a. Primer should be applied where appropriate.
    b. Minimum of 2 coats of paint to ensure proper coverage and consistency in appearance.
    c. Colors used will be agreed upon by the Park District prior to application.
    d. Proper paint type, specific to surface needs as noted below, will be used according to area painted. Substitute of materials proven comparable, or superior, to those noted must be approved by Park District.

Surface	Product
Exterior Dryvit walls, Accent Stripes, Horizontal Ceiling	Benjamin Moore: Ultra Spec Exterior Paint - Low Lustre
Awning/Skylight, Door, bollard, vents, & Window Trim	Benjamin Moore: High Performance Command (direct-to-metal)

Primers where appropriate
Benjamin Moore: Ultra Spec Masonry Primer

Expansion Joint Caulk
Sikaflex-1A or Sikaflex NP-1
Bi-cellular foam backing rod

3. Surfaces included in scope of work.
    a. EIFSwalls
    b. Accent Stripes
    c. Horizontal Ceiling Sections
    d. Flag poles (3)
    e. Doors (#13 and 2B)
    f. Red awning/structure main entrance
    g. Red skylight
    h. Window Trim (13 section)
    i. Loading dock bollards and stop
    j. Vents (3)

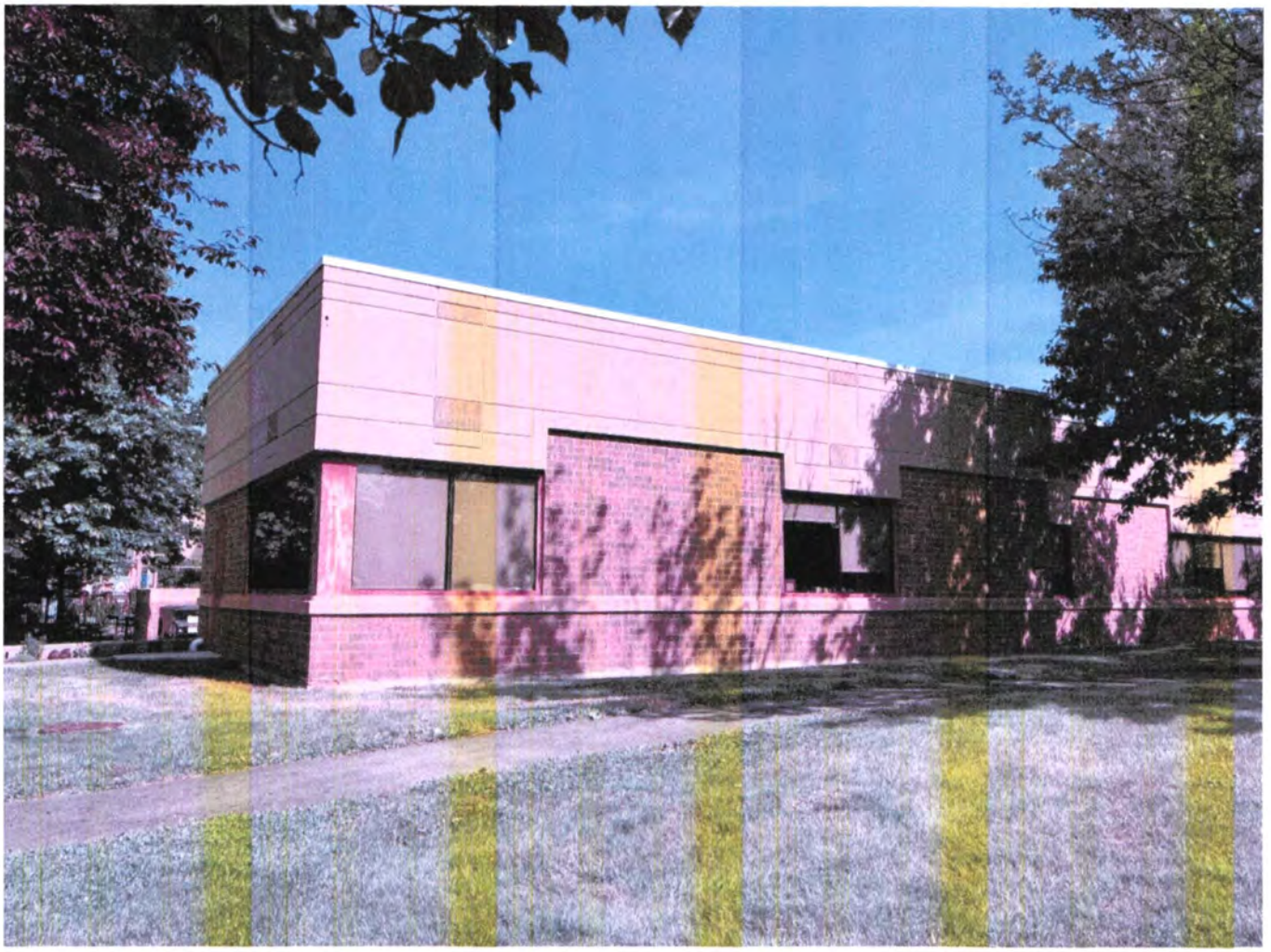
EXCLUDED SURFACES:

i. *HVAC enclosures on roof*

4. Clean up
    a. All splatters and drips are expected to be properly cleaned and removed from unwanted areas of the facility.
    b. Any protective coverings are to be collected and removed from site.

Appendix

Reference Photos



EIFS painting/repairs and window trim.



EIFS painting/repairs and window trim.



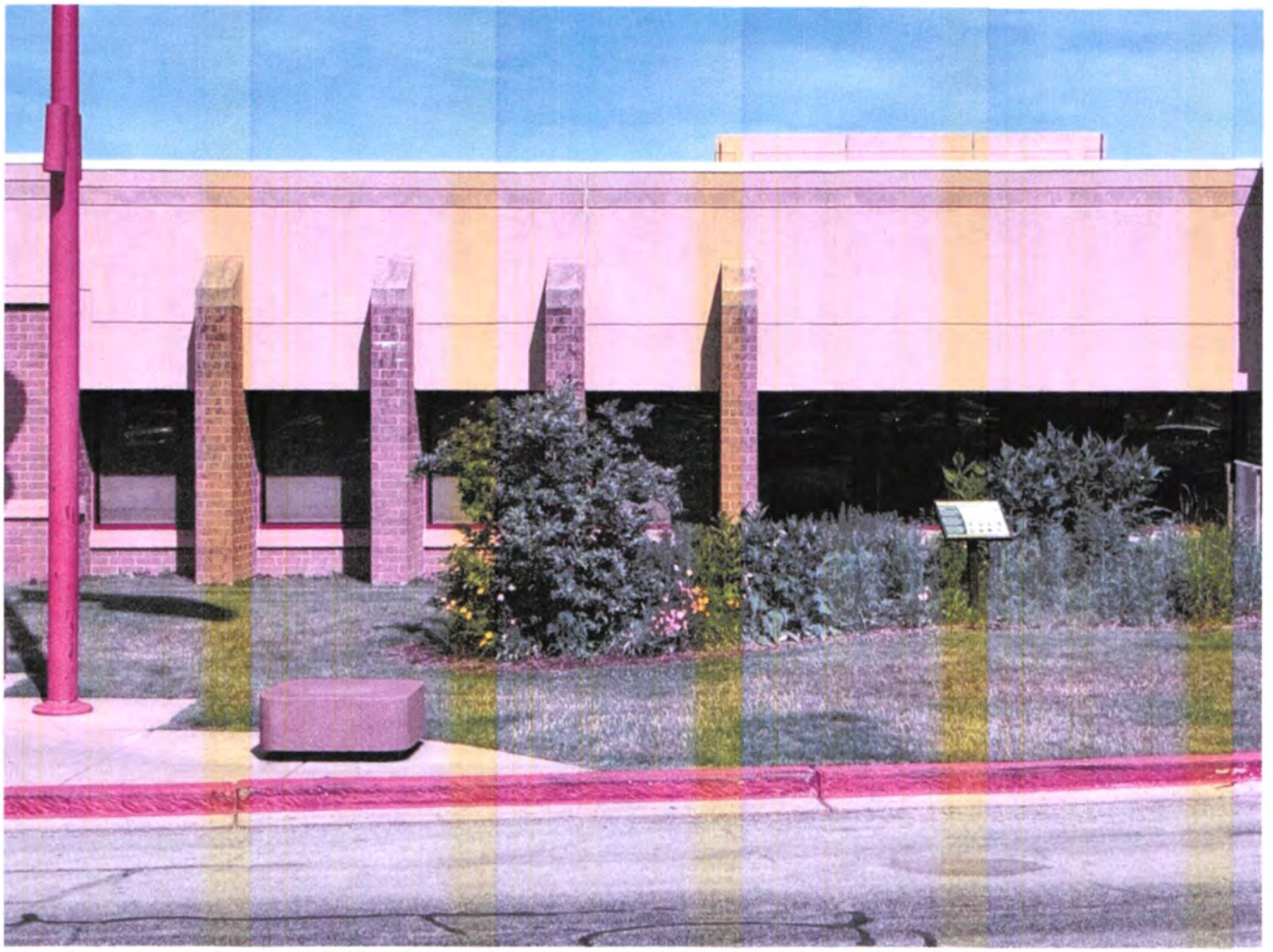
EIFS painting/repairs, Awning (both sides).



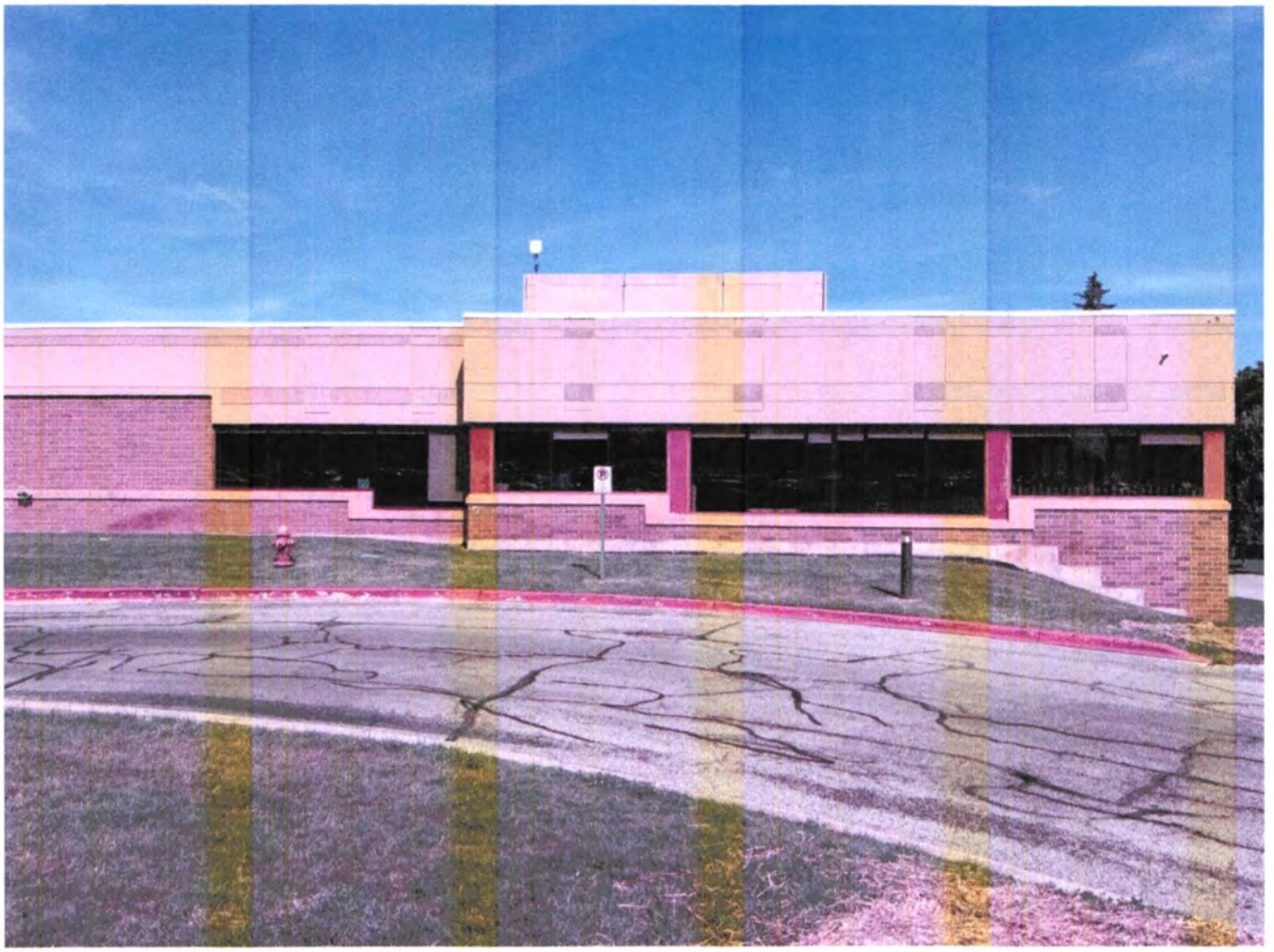
Awning Ceiling and trim.



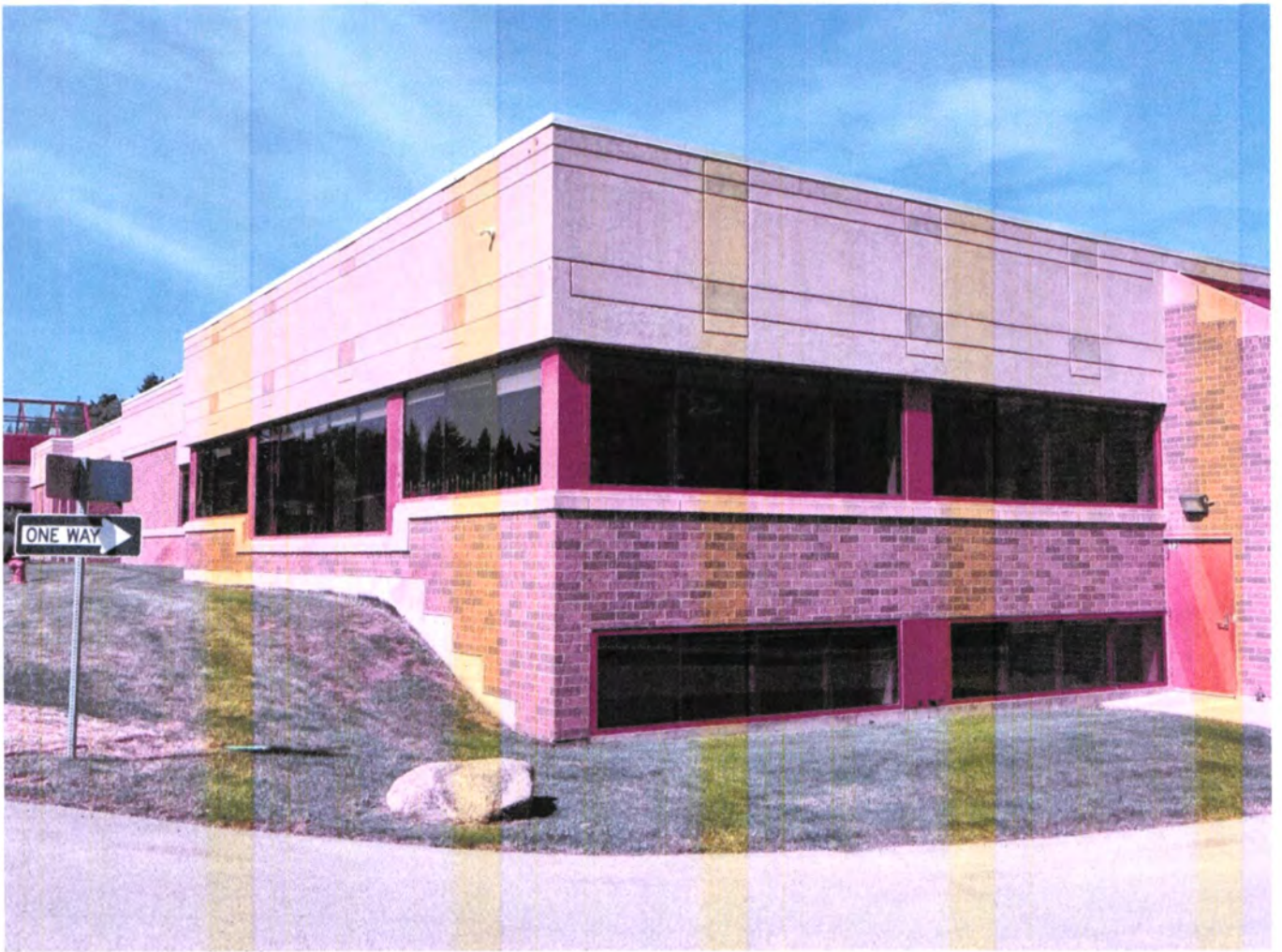
EIFS painting/repairs, awing (both sides), skylight, three flag poles, window trim.



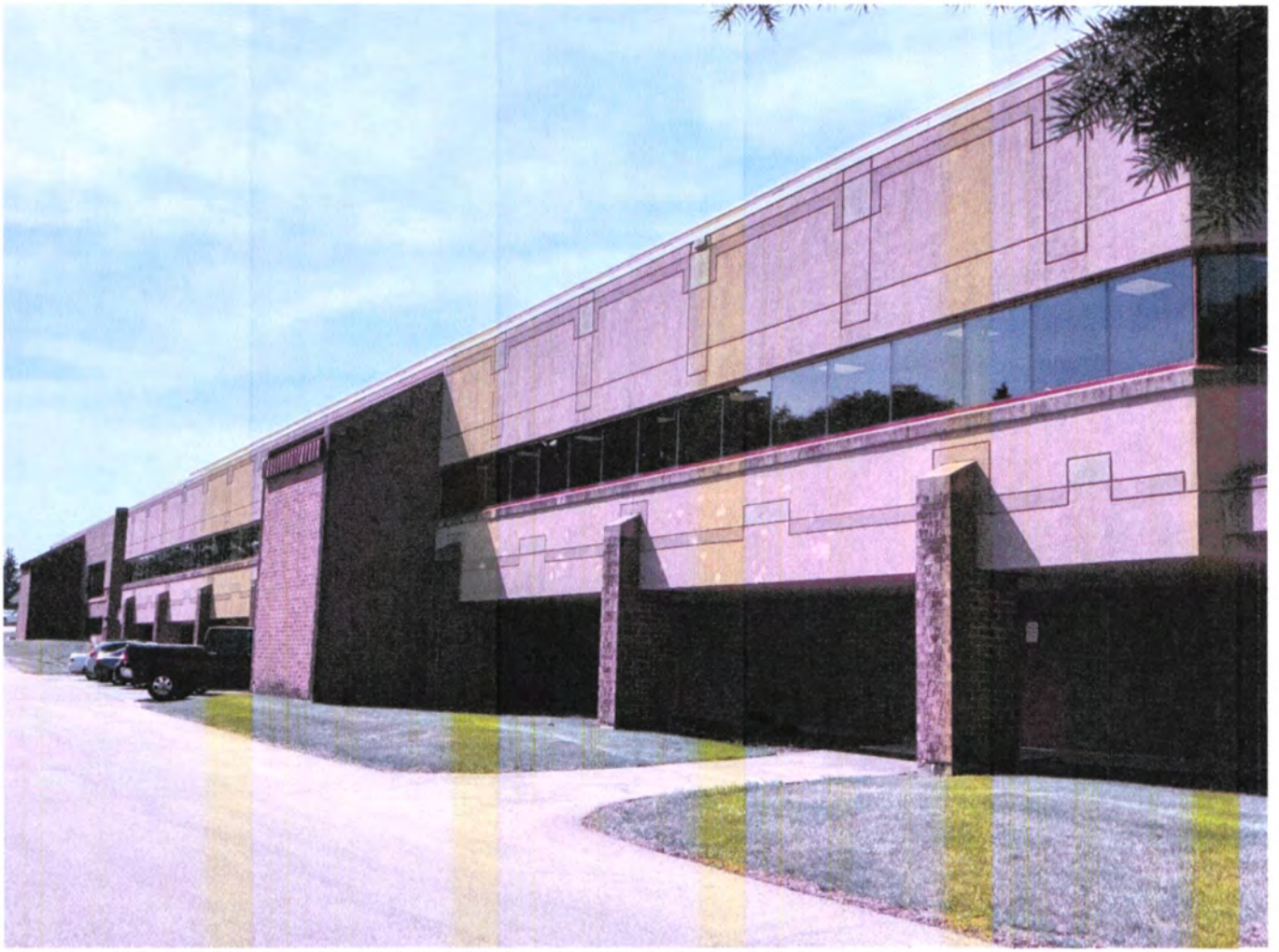
EIFS painting/repairs and window trim.



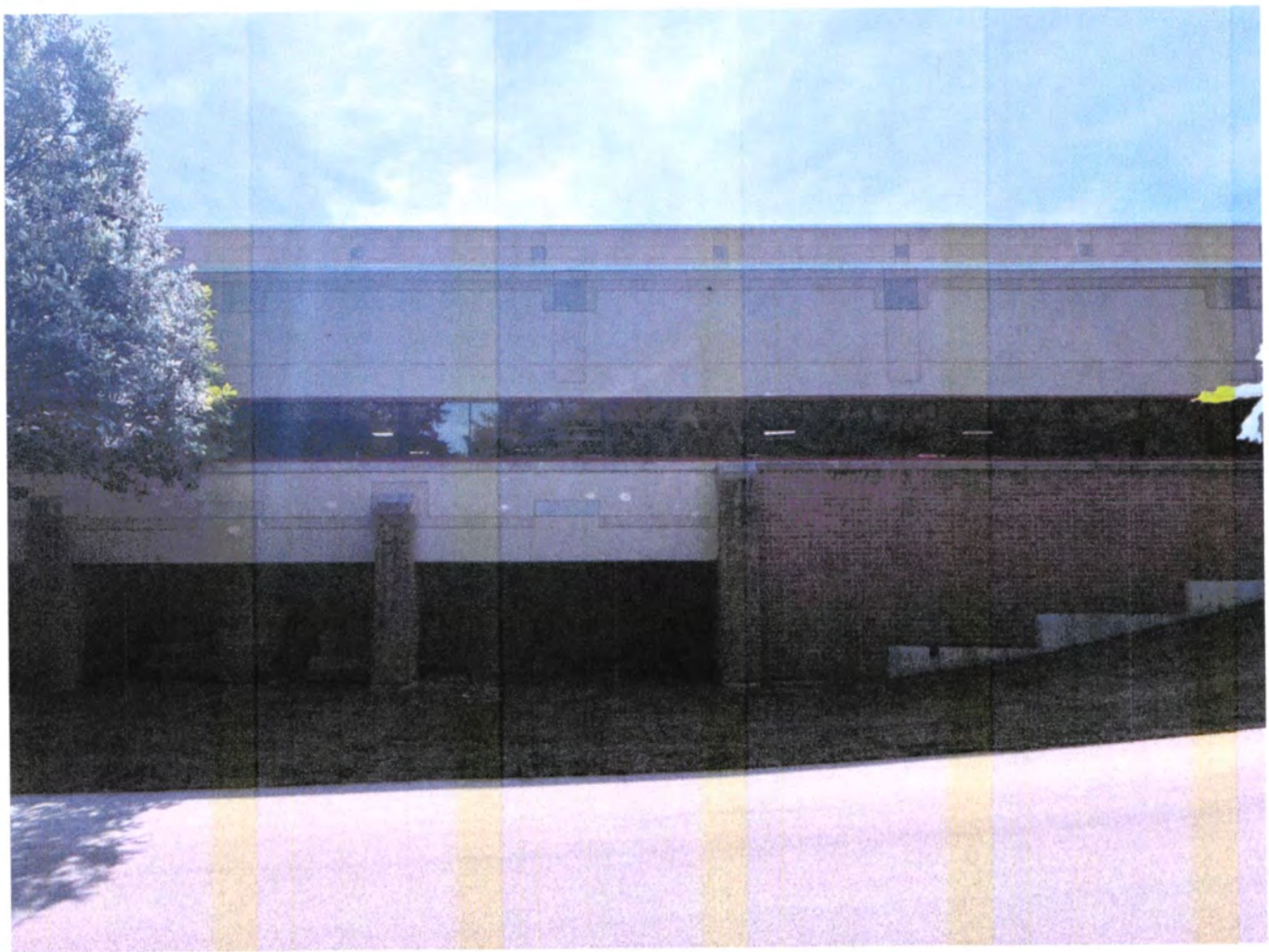
EIFS painting/repairs and window trim.



EIFS painting/repairs, Door (#13) and window trim.



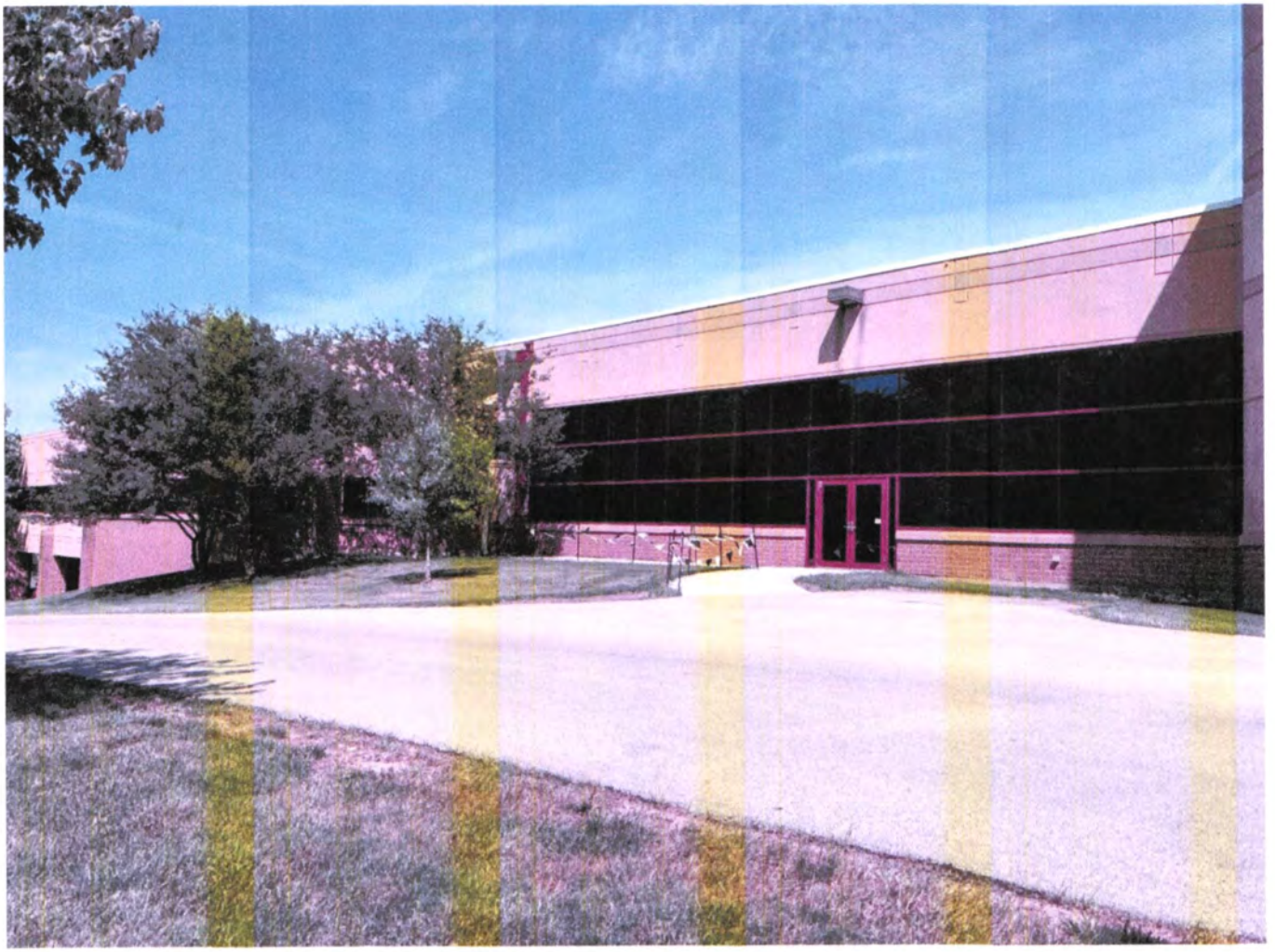
EIFS painting/repairs.



EIFS painting/repair.



Reference photo for failed caulk joint.



EIFS painting/repair.



EIFS painting/repair.



EIFS painting/repair.



EIFS painting/repair.



EIFS painting/repair.



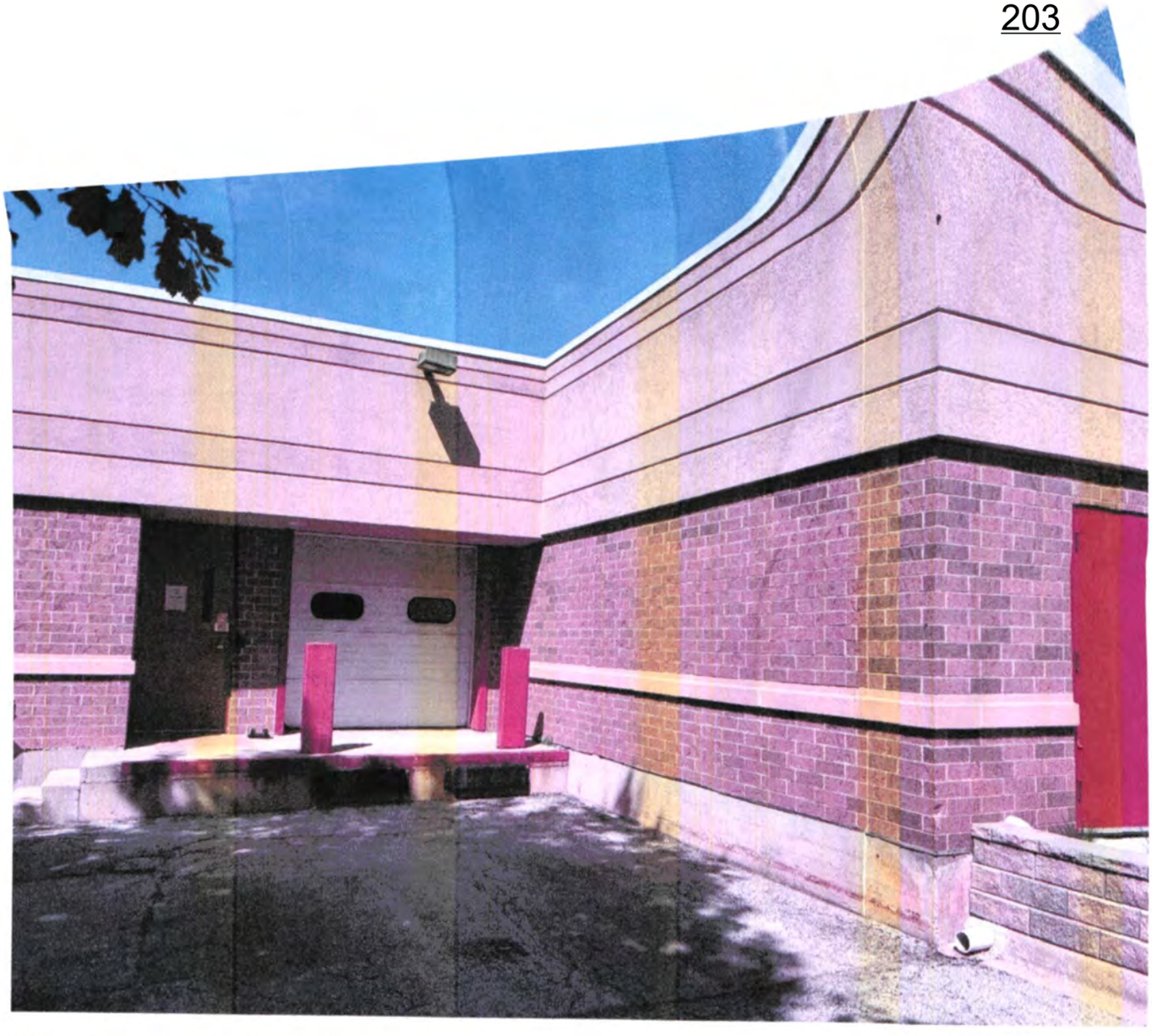
EIFS painting/repair.



EIFS painting/repair.



EIFS painting/ repair and three vents.



EIFS painting/ repair, door (#2B), garage door trim, two bollards, and truck stop.

Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: TENNIS COURT AND PARKING LOT PROJECT BID	AGENDA NO.: 8 D MEETING DATE: JULY 20, 2026

STAFF REVIEW: Deputy Director, 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 outdoor tennis courts exceeded their life span and require constant expensive repairs that last only one year, cracks are coming back and deteriorating every year. The project was delayed one year due to funds availability. Staff initially recommended optimizing the layout and expanding to 12 courts. Due to the high costs staff are now recommending rebuilding the 8 outdoor tennis courts with the current layout.

The baseball field parking lot adjacent to ball fields one and two needs resurfacing. The existing pavement is more than 20 years old and shows significant deterioration. Combining this project with the asphalt-heavy tennis court project is cost effective and efficient. Additionally, the parking lot renovation is an ideal time to create thirteen additional parking stalls to maximize available parking in the lot. Accessible pathways connecting the new tennis courts to existing pathways near Central Park West are also included in the bid. The district anticipates $75k in funding for accessible pathways from a DCEO grant. The Tennis Center will apply for a USTA grant valued up to $200,000 to help offset costs.

The bid calls for an alternate for additional power pedestals, wiring, and conduit at courts 1-8.

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

The project went to bid on June 16, 2026. Seven contractors submitted bids which were publicly opened on June 30, 2026. The bid tabulation is included for reference. The district's project team and Upland Design performed due diligence, including scope review, bond verification, reference checks, visits to similar project sites, and discussions with the two lowest bidders on the project.

Contractor	Base Bids	Alternate
Chicagoland Paving Contractors, Inc	$1,169,249.90	$69,960
Abbey Construction Co.	$1,348,120.49	$75,552

While Chicagoland Paving Contractors provided the lowest base bid, they are not members of the American Sports Builders Association (ASBA) which was a requirement stipulated in the bid documents. Membership signifies a commitment to high construction standards, industry education, and certified building practices for sport courts. In addition, while Abbey Construction demonstrated a complete and thorough project understanding during the project scope review meeting, Chicagoland Paving lacked the same knowledge and

understanding. Staff recommend rejecting the low base bid and alternate from Chicagoland Paving Contractors, Inc. and accepting the base bid only from Abbey Construction Co.

ACTION PROPOSED: A motion (and a second) to reject the low base bid and alternate from Chicagoland Paving Contractors, Inc. and to approve the base bid from, and enter a contract with, Abbey Construction Co.for a total cost not-to-exceed $1,348,120.49.

July 14th, 2026 Project #1443

Bob Johnson, CPRP
Deputy Director
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, Illinois 60523

RE: Bid Summary, Central Park Tennis Court Renovations

Dear Bob,
On June 30th, 2026, seven bid proposals were opened for the above Oak Brook Park District project. A review of bid prices confirmed that although there were math errors, the results did not change.

Upland Design has reviewed the references and bid proposals of the two low bidders: Chicagoland Paving Contractors Inc and Abbey Construction Co. The lowest bidder is Chicagoland Paving Contractors Inc with a base bid of $1,169,249.90. The second lowest bidder is Abbey Construction Co. with a base bid of $1,348,120.49.

	Base Bid	Grand Total
Chicagoland Paving Contractors Inc	$ 1,169,249.90	$1,169,249.90
Abbey Construction Co.	$ 1,348,120.49	$1,348,120.49
Landworks Limited	$ 1,370,513.00	$1,370,513.00
Schroeder Asphalt Services	$ 1,382,410.00	$1,382,410.00
Hacidenda Landscaping	$ 1,417,024.80	$1,417,024.80
Obsidian Asphalt Paving, Inc	$ 1,606,977.23	$1,606,977.23
Martam Construction, Inc.	$ 1,865,172.00	$1,865,172.00

References were called for the low bidders and scope review meetings were also completed. Abbey Construction Co indicated an understanding of the project scope, with a history of successful similar projects and acceptance of the deadline. Abbey Paving is also a member of the American Sports Builders Association at the time of bidding.

If you have any questions, please feel free to reach out.

Sincerely,

Brennon Peltier, PLA

Upland Design Ltd
Chicago 312.350.4088 uplandDesign.com 815.254.0091 **Plainfield**

uplandDesign

Bid Tabulation
Central Park Tennis Court Renovations
Oak Brook Park District

Bid Opening: June 30, 2026 at 2:00 pm Central Time

Project #1443

Math errors corrected

BID TABULATION

Item #	Description	Quantity	Unit	1 Chicagoland Paving Contractors Inc.		2 Abbey Construction Co.		3 Landworks Limited	
1	General Conditions including Bonds and Insurance	1	LS	$ 2,500.00	$ 2,500.00	$ 15,900.00	$ 15,900.00	$ 54,558.40	$ 54,558.40
2	Site Preparation, Removals & Earthwork,	1	LS	$ 125,000.00	$ 125,000.00	$ 246,924.00	$ 246,924.00	$ 211,410.00	$ 211,410.00
3	Undercut, Haul off and Placement of PGE (Allowance to be used only with approval of Owner's Representative)	75	CY	$ 40.00	$ 3,000.00	$ 127.50	$ 9,562.50	$ 185.00	$ 13,875.00
4	Temporary Concrete Washout	1	EA	$ 2,500.00	$ 2,500.00	$ 450.00	$ 450.00	$ 400.00	$ 400.00
5	Inlet Protection	7	EA	$ 200.00	$ 1,400.00	$ 288.00	$ 2,016.00	$ 125.00	$ 875.00
6	Silt Fence	1116	LF	$ 4.50	$ 5,022.00	$ 3.15	$ 3,515.40	$ 4.10	$ 4,575.60
7	Stabilized Construction Entrance	1	EA	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00	$ 4,550.00	$ 4,550.00
8	Private Utility Locates	1	LS	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 2,885.00	$ 2,885.00
9	As-Built Survey by Licensed IL Surveyor	1	LS	$ 8,000.00	$ 8,000.00	$ 3,800.00	$ 3,800.00	$ 8,210.00	$ 8,210.00
SITE IMPROVEMENTS									
10	Asphalt Paving - Tennis Courts	5676	SY	$ 36.50	$ 207,174.00	$ 33.45	$ 189,862.20	$ 32.75	$ 185,889.00
11	Asphalt Paving - Trails	784	SY	$ 32.00	$ 25,088.00	$ 62.60	$ 49,078.40	$ 38.00	$ 29,792.00
12	Concrete Paving	1060	SF	$ 14.00	$ 14,840.00	$ 10.78	$ 11,426.80	$ 16.80	$ 17,808.00
13	Curb at Courts	1716	LF	$ 58.00	$ 99,528.00	$ 30.05	$ 51,565.80	$ 47.00	$ 80,652.00
14	4' Chainlink Fence PVC Coated & Gates	224	LF	$ 95.00	$ 21,280.00	$ 157.30	$ 35,235.20	$ 94.50	$ 21,168.00
15	10' Chainlink Fence PVC Coated & Gates	1364	LF	$ 94.00	$ 128,216.00	$ 96.40	$ 131,489.60	$ 94.50	$ 128,898.00
16	Chainlink Fence Transition	128	LF	$ 55.00	$ 7,040.00	$ 133.10	$ 17,036.80	$ 47.25	$ 6,048.00
Amenities to be purchased and installed by Contractor.									
17	Tennis Ground Sleeve, Net, Ground Anchor, and Tie Down Straps	8	SET	$ 4,000.00	$ 32,000.00	$ 3,172.00	$ 25,376.00	$ 1,200.00	$ 9,600.00
Amenities to be purchased BY OWNER; installed by Contractor.									
18	Drinking Fountain with Remote Chiller - INSTALL ONLY	1	EA	$ 3,500.00	$ 3,500.00	$ 1,630.00	$ 1,630.00	$ 3,885.00	$ 3,885.00
SITE UTILITIES									
19	6" Perf SDR26 Pipe	1503	LF	$ 50.00	$ 75,150.00	$ 52.43	$ 78,802.29	$ 29.00	$ 43,587.00
20	6" Solid SDR26 Pipe	136	LF	$ 60.00	$ 8,160.00	$ 36.38	$ 4,947.68	$ 29.00	$ 3,944.00
21	6" Standpipe	1	EA	$ 1,000.00	$ 1,000.00	$ 714.76	$ 714.76	$ 200.00	$ 200.00
22	6" Cleanout	1	EA	$ 1,100.00	$ 1,100.00	$ 911.64	$ 911.64	$ 350.00	$ 350.00
23	6" Bubbler (Pop Up Drainage Emitter)	1	EA	$ 1,300.00	$ 1,300.00	$ 707.27	$ 707.27	$ 200.00	$ 200.00
24	Mitered Headwall	1	EA	$ 1,250.00	$ 1,250.00	$ 1,560.06	$ 1,560.06	$ 995.00	$ 995.00
25	Connect to Existing Storm Sewer Structure	1	LS	$ 600.00	$ 600.00	$ 5,301.85	$ 5,301.85	$ 1,250.00	$ 1,250.00
26	Connection to Existing Electrical Feeder From Indoor Complex	1	LS	$ 21,200.00	$ 21,200.00	$ 10,812.35	$ 10,812.35	$ 14,865.00	$ 14,865.00
27	Power Panel, Enclosure and Conduit	1	LS	$ 85,000.00	$ 85,000.00	$ 52,041.49	$ 52,041.49	$ 93,550.00	$ 93,550.00
28	Duplex GFCI Receptacle at Drinking Fountain	1	EA	$ 4,000.00	$ 4,000.00	$ 10,921.49	$ 10,921.49	$ 8,260.00	$ 8,260.00
29	Conduit for Tennis Court Lighting	1	LS	$ 45,000.00	$ 45,000.00	$ 38,561.73	$ 38,561.73	$ 59,850.00	$ 59,850.00

BID TABULATION				1		2		3	
Item #	Description	Quantity	Unit	Chicagoland Paving Contractors Inc.		Abbey Construction Co.		Landworks Limited	
LANDSCAPE AND RESTORATION									
30	Bioretention Facility Section	1	LS	$ 15,000.00	$ 15,000.00	$ 8,550.00	$ 8,550.00	$ 18,000.00	$ 18,000.00
31	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	$ 3,500.00	$ 3,500.00	$ 34,240.00	$ 34,240.00	$ 16,407.00	$ 16,407.00
	Subtotal				**$951,348.00**		**$ 1,044,941.31**		**$1,046,537.00**

BASE BID: Trail Connection to Central Park West & Southeast Parking Lot Renovati				1		2		3	
Item #	Description	Quantity	Unit	Chicagoland Paving Contractors Inc.		Abbey Construction Co.		Landworks Limited	
32	General Conditions including Bonds and Insurance	1	LS	$ 1,000.00	$ 1,000.00	$ 6,420.00	$ 6,420.00	$ 13,761.95	$ 13,761.95
33	Site Preparation, Removals & Earthwork, Complete	1	LS	$ 25,000.00	$ 25,000.00	$ 46,500.00	$ 46,500.00	$ 66,210.00	$ 66,210.00
34	Undercut, Haul off and Placement of PGE (Allowance to be used only with approval of Owner's Representative)	75	CY	$ 20.00	$ 1,500.00	$ 129.50	$ 9,712.50	$ 185.00	$ 13,875.00
35	Temporary Concrete Washout	1	EA	$ 2,500.00	$ 2,500.00	$ 450.00	$ 450.00	$ 400.00	$ 400.00
36	Inlet Protection	6	EA	$ 250.00	$ 1,500.00	$ 288.00	$ 1,728.00	$ 125.00	$ 750.00
37	Silt Fence	1402	LF	$ 4.50	$ 6,309.00	$ 3.15	$ 4,416.30	$ 4.10	$ 5,748.20
38	Stabilized Construction Entrance	1	EA	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00	$ 2,250.00	$ 2,250.00
39	Mill 2" Asphalt Surface Course - Existing Parking	19224	SF	$ 0.60	$ 11,534.40	$ 0.67	$ 12,880.08	$ 0.90	$ 17,301.60
40	Salvage and Relocate Existing Wheelstops	24	EA	$ 50.00	$ 1,200.00	$ 70.00	$ 1,680.00	$ 70.00	$ 1,680.00

BID TABULATION

Item #	Description	Quantity	Unit	1 Chicagoland Paving Contractors Inc.		2 Abbey Construction Co.		3 Landworks Limited	
SITE IMPROVEMENTS									
41	Asphalt Paving Vehicular - 2" Overlay	2136	SY	$ 13.50	$ 28,836.00	$ 13.12	$ 28,024.32	$ 14.50	$ 30,972.00
42	Asphalt Paving - Vehicular	337	SY	$ 40.00	$ 13,480.00	$ 52.94	$ 17,840.78	$ 43.25	$ 14,575.25
43	Asphalt Parking Striping	1	LS	$ 2,500.00	$ 2,500.00	$ 1,100.00	$ 1,100.00	$ 3,000.00	$ 3,000.00
44	Asphalt Paving - Trail	1199	SY	$ 32.50	$ 38,967.50	$ 49.30	$ 59,110.70	$ 39.25	$ 47,060.75
45	Concrete Paving	175	SF	$ 25.00	$ 4,375.00	$ 26.54	$ 4,644.50	$ 27.75	$ 4,856.25
46	Replaceable Detectable Warning Strip	4	EA	$ 500.00	$ 2,000.00	$ 125.00	$ 500.00	$ 640.00	$ 2,560.00
Amenities to be purchased and installed by Contractor.									
47	New Wheelstop	7	EA	$ 100.00	$ 700.00	$ 110.00	$ 770.00	$ 200.00	$ 1,400.00
48	ADA Parking Sign	3	EA	$ 500.00	$ 1,500.00	$ 375.00	$ 1,125.00	$ 400.00	$ 1,200.00
SITE UTILITIES									
49	Relocated parking lot lighting, wiring, and	2	EA	$ 4,000.00	$ 8,000.00	$ 13,125.00	$ 26,250.00	$ 15,630.00	$ 31,260.00
LANDSCAPE AND RESTORATION									
50	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket	1	LS	$ 4,500.00	$ 4,500.00	$ 19,527.00	$ 19,527.00	$ 5,115.00	$ 5,115.00
	Trail Connection to Central Park West & Southeast Parking Lot Renovations Subtotal #2				**$ 157,901.90**		**$ 243,179.18**		**$ 263,976.00**

OWNER ALLOWANCE

Item #	Description	Quantity	Unit	1 Chicagoland Paving Contractors Inc.		2 Abbey Construction Co.		3 Landworks Limited	
51	Work Allowance as Authorized by the Owner	1	ALLOW	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00
	Subtotal with Allowance				**$1,169,249.90**		**$ 1,348,120.49**		**$1,370,513.00**

ALTERNATE #1: Electric Power Pedestals at Tennis Courts

Item #	Description	Quantity	Unit	1 Chicagoland Paving Contractors Inc.		2 Abbey Construction Co.		3 Landworks Limited	
ADD A1-1	Power Pedestals, Wiring, and Conduit at Tennis Courts #1-8	12	EA		$ 69,960.00		$ 75,552.00		$ 70,200.00
	Grand Total Base Bid with Alternate 1 and allowance				**$1,239,209.90**		**$1,423,672.49**		**$1,440,713.00**

Bid Tabulation
Central Park Tennis Court Renovations
Oak Brook Park District

Bid Opening: June 30, 2026 at 2:00 pm Central Time

Project #1443

Math errors corrected

BID TABULATION

Item #	Description	Quantity	Unit	4 Schroeder Asphalt Services		5 Hacienda Landscaping		6 Obsidian Asphalt Paving, Inc.		7 Martam Construction, Inc.	
1	General Conditions including Bonds and Insurance	1	LS	$ 25,000.00	$ 25,000.00	$ 54,000.00	$ 54,000.00	$ 64,500.00	$ 64,500.00	$ 52,500.00	$ 52,500.00
2	Site Preparation, Removals & Earthwork,	1	LS	$ 100,000.00	$ 100,000.00	$ 210,000.00	$ 210,000.00	$ 150,000.00	$ 150,000.00	$ 386,240.00	$ 386,240.00
3	Undercut, Haul off and Placement of PGE (Allowance to be used only with approval of Owner's Representative)	75	CY	$ 150.00	$ 11,250.00	$ 95.00	$ 7,125.00	$ 144.67	$ 10,850.25	$ 200.00	$ 15,000.00
4	Temporary Concrete Washout	1	EA	$ 1,000.00	$ 1,000.00	$ 600.00	$ 600.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
5	Inlet Protection	7	EA	$ 225.00	$ 1,575.00	$ 400.00	$ 2,800.00	$ 535.71	$ 3,749.97	$ 350.00	$ 2,450.00
6	Silt Fence	1116	LF	$ 3.50	$ 3,906.00	$ 4.00	$ 4,464.00	$ 15.01	$ 16,751.16	$ 8.50	$ 9,486.00
7	Stabilized Construction Entrance	1	EA	$ 3,500.00	$ 3,500.00	$ 1,200.00	$ 1,200.00	$ 1,600.00	$ 1,600.00	$ 6,500.00	$ 6,500.00
8	Private Utility Locates	1	LS	$ 1,000.00	$ 1,000.00	$ 1,300.00	$ 1,300.00	$ 2,400.00	$ 2,400.00	$ 3,500.00	$ 3,500.00
9	As-Built Survey by Licensed IL Surveyor	1	LS	$ 7,000.00	$ 7,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00
SITE IMPROVEMENTS											
10	Asphalt Paving - Tennis Courts	5676	SY	$ 32.50	$ 184,470.00	$ 36.00	$ 204,336.00	$ 54.16	$ 307,412.16	$ 40.00	$ 227,040.00
11	Asphalt Paving - Trails	784	SY	$ 43.25	$ 33,908.00	$ 41.00	$ 32,144.00	$ 48.85	$ 38,298.40	$ 45.00	$ 35,280.00
12	Concrete Paving	1060	SF	$ 11.25	$ 11,925.00	$ 16.00	$ 16,960.00	$ 12.64	$ 13,398.40	$ 28.00	$ 29,680.00
13	Curb at Courts	1716	LF	$ 47.00	$ 80,652.00	$ 45.00	$ 77,220.00	$ 49.53	$ 84,993.48	$ 45.00	$ 77,220.00
14	4' Chainlink Fence PVC Coated & Gates	224	LF	$ 159.00	$ 35,616.00	$ 169.00	$ 37,856.00	$ 113.84	$ 25,500.16	$ 125.00	$ 28,000.00
15	10' Chainlink Fence PVC Coated & Gates	1364	LF	$ 100.00	$ 136,400.00	$ 103.00	$ 140,492.00	$ 125.15	$ 170,704.60	$ 135.00	$ 184,140.00
16	Chainlink Fence Transition	128	LF	$ 137.00	$ 17,536.00	$ 143.00	$ 18,304.00	$ 125.00	$ 16,000.00	$ 100.00	$ 12,800.00
Amenities to be purchased and installed by Contractor.											
17	Tennis Ground Sleeve, Net, Ground Anchor, and Tie Down Straps	8	SET	$ 1,200.00	$ 9,600.00	$ 1,800.00	$ 14,400.00	$ 5,250.00	$ 42,000.00	$ 1,650.00	$ 13,200.00
Amenities to be purchased BY OWNER; installed by Contractor.											
18	Drinking Fountain with Remote Chiller - INSTALL ONLY	1	EA	$ 7,500.00	$ 7,500.00	$ 4,500.00	$ 4,500.00	$ 4,100.00	$ 4,100.00	$ 7,500.00	$ 7,500.00
SITE UTILITIES											
19	6" Perf SDR26 Pipe	1503	LF	$ 51.00	$ 76,653.00	$ 25.00	$ 37,575.00	$ 48.24	$ 72,504.72	$ 35.00	$ 52,605.00
20	6" Solid SDR26 Pipe	136	LF	$ 59.00	$ 8,024.00	$ 25.00	$ 3,400.00	$ 40.44	$ 5,499.84	$ 35.00	$ 4,760.00
21	6" Standpipe	1	EA	$ 975.00	$ 975.00	$ 300.00	$ 300.00	$ 550.00	$ 550.00	$ 500.00	$ 500.00
22	6" Cleanout	1	EA	$ 1,100.00	$ 1,100.00	$ 250.00	$ 250.00	$ 650.00	$ 650.00	$ 750.00	$ 750.00
23	6" Bubbler (Pop Up Drainage Emitter)	1	EA	$ 1,300.00	$ 1,300.00	$ 450.00	$ 450.00	$ 1,900.00	$ 1,900.00	$ 150.00	$ 150.00
24	Mitered Headwall	1	EA	$ 1,100.00	$ 1,100.00	$ 450.00	$ 450.00	$ 2,200.00	$ 2,200.00	$ 250.00	$ 250.00
25	Connect to Existing Storm Sewer Structure	1	LS	$ 750.00	$ 750.00	$ 700.00	$ 700.00	$ 1,100.00	$ 1,100.00	$ 1,000.00	$ 1,000.00
26	Connection to Existing Electrical Feeder From Indoor Complex	1	LS	$ 22,000.00	$ 22,000.00	$ 16,280.00	$ 16,280.00	$ 23,600.00	$ 23,600.00	$ 25,800.00	$ 25,800.00
27	Power Panel, Enclosure and Conduit	1	LS	$ 87,000.00	$ 87,000.00	$ 102,456.00	$ 102,456.00	$ 94,500.00	$ 94,500.00	$ 40,000.00	$ 40,000.00
28	Duplex GFCI Receptacle at Drinking Fountain	1	EA	$ 3,800.00	$ 3,800.00	$ 9,000.00	$ 9,000.00	$ 1,800.00	$ 1,800.00	$ 1,500.00	$ 1,500.00
29	Conduit for Tennis Court Lighting	1	LS	$ 45,900.00	$ 45,900.00	$ 65,545.00	$ 65,545.00	$ 50,250.00	$ 50,250.00	$ 47,240.00	$ 47,240.00

BID TABULATION

Item #	Description	Quantity	Unit	4 Schroeder Asphalt Services		5 Hacienda Landscaping		6 Obsidian Asphalt Paving, Inc.		7 Martam Construction, Inc.	
LANDSCAPE AND RESTORATION											
30	Bioretention Facility Section	1	LS	$ 10,000.00	$ 10,000.00	$ 22,500.00	$ 22,500.00	$ 16,350.00	$ 16,350.00	$ 35,200.00	$ 35,200.00
31	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	$ 100,000.00	$ 100,000.00	$ 45,000.00	$ 45,000.00	$ 6,250.00	$ 6,250.00	$ 110,000.00	$ 110,000.00
	Subtotal				**$1,030,440.00**		**$1,143,607.00**		**$1,242,413.14**		**$1,427,291.00**

BASE BID: Trail Connection to Central Park West & Southeast Parking Lot Renovatic

Item #	Description	Quantity	Unit	4 Schroeder Asphalt Services		5 Hacienda Landscaping		6 Obsidian Asphalt Paving, Inc.		7 Martam Construction, Inc.	
32	General Conditions including Bonds and Insurance	1	LS	$ 25,000.00	$ 25,000.00	$ 10,000.00	$ 10,000.00	$ 32,700.00	$ 32,700.00	$ 20,000.00	$ 20,000.00
33	Site Preparation, Removals & Earthwork, Complete	1	LS	$ 40,000.00	$ 40,000.00	$ 12,500.00	$ 12,500.00	$ 17,500.00	$ 17,500.00	$ 76,875.00	$ 76,875.00
34	Undercut, Haul off and Placement of PGE (Allowance to be used only with approval of Owner's Representative)	75	CY	$ 150.00	$ 11,250.00	$ 95.00	$ 7,125.00	$ 144.67	$ 10,850.25	$ 200.00	$ 15,000.00
35	Temporary Concrete Washout	1	EA	$ 1,000.00	$ 1,000.00	$ 600.00	$ 600.00	$ 750.00	$ 750.00	$ 2,000.00	$ 2,000.00
36	Inlet Protection	6	EA	$ 225.00	$ 1,350.00	$ 400.00	$ 2,400.00	$ 533.33	$ 3,199.98	$ 350.00	$ 2,100.00
37	Silt Fence	1402	LF	$ 3.50	$ 4,907.00	$ 4.00	$ 5,608.00	$ 7.49	$ 10,500.98	$ 10.00	$ 14,020.00
38	Stabilized Construction Entrance	1	EA	$ 3,500.00	$ 3,500.00	$ 1,200.00	$ 1,200.00	$ 16,100.00	$ 16,100.00	$ 7,500.00	$ 7,500.00
39	Mill 2" Asphalt Surface Course - Existing Parking	19224	SF	$ 1.00	$ 19,224.00	$ 0.95	$ 18,262.80	$ 2.41	$ 46,329.84	$ 1.25	$ 24,030.00
40	Salvage and Relocate Existing Wheelstops	24	EA	$ 50.00	$ 1,200.00	$ 100.00	$ 2,400.00	$ 437.50	$ 10,500.00	$ 100.00	$ 2,400.00

BID TABULATION

Item #	Description	Quantity	Unit	4 Schroeder Asphalt Services		5 Hacienda Landscaping		6 Obsidian Asphalt Paving, Inc.		7 Martam Construction, Inc.	
SITE IMPROVEMENTS											
41	Asphalt Paving Vehicular - 2" Overlay	2136	SY	$ 15.75	$ 33,642.00	$ 16.00	$ 34,176.00	$ 25.11	$ 53,634.96	$ 18.50	$ 39,516.00
42	Asphalt Paving - Vehicular	337	SY	$ 70.00	$ 23,590.00	$ 47.00	$ 15,839.00	$ 63.35	$ 21,348.95	$ 55.00	$ 18,535.00
43	Asphalt Parking Striping	1	LS	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00	$ 3,200.00	$ 3,200.00
44	Asphalt Paving - Trail	1199	SY	$ 43.00	$ 51,557.00	$ 43.00	$ 51,557.00	$ 44.37	$ 53,199.63	$ 45.00	$ 53,955.00
45	Concrete Paving	175	SF	$ 17.00	$ 2,975.00	$ 16.00	$ 2,800.00	$ 17.14	$ 2,999.50	$ 32.00	$ 5,600.00
46	Replaceable Detectable Warning Strip	4	EA	$ 500.00	$ 2,000.00	$ 400.00	$ 1,600.00	$ 550.00	$ 2,200.00	$ 1,000.00	$ 4,000.00
Amenities to be purchased and installed by Contractor.											
47	New Wheelstop	7	EA	$ 125.00	$ 875.00	$ 200.00	$ 1,400.00	$ 500.00	$ 3,500.00	$ 400.00	$ 2,800.00
48	ADA Parking Sign	3	EA	$ 500.00	$ 1,500.00	$ 350.00	$ 1,050.00	$ 250.00	$ 750.00	$ 450.00	$ 1,350.00
SITE UTILITIES											
49	Relocated parking lot lighting, wiring, and	2	EA	$ 8,200.00	$ 16,400.00	$ 17,200.00	$ 34,400.00	$ 4,500.00	$ 9,000.00	$ 7,500.00	$ 15,000.00
LANDSCAPE AND RESTORATION											
50	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket	1	LS	$ 50,000.00	$ 50,000.00	$ 7,500.00	$ 7,500.00	$ 5,500.00	$ 5,500.00	$ 70,000.00	$ 70,000.00
	Trail Connection to Central Park West & Southeast Parking Lot Renovations Subtotal #2				**$ 291,970.00**		**$ 213,417.80**		**$ 304,564.09**		**$ 377,881.00**

OWNER ALLOWANCE

Item #	Description	Quantity	Unit	4 Schroeder Asphalt Services		5 Hacienda Landscaping		6 Obsidian Asphalt Paving, Inc.		7 Martam Construction, Inc.	
51	Work Allowance as Authorized by the Owner	1	ALLOW	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00
	Subtotal with Allowance				**$1,382,410.00**		**$1,417,024.80**		**$1,606,977.23**		**$1,865,172.00**

ALTERNATE #1: Electric Power Pedestals at Tennis Courts

Item #	Description	Quantity	Unit	4 Schroeder Asphalt Services		5 Hacienda Landscaping		6 Obsidian Asphalt Paving, Inc.		7 Martam Construction, Inc.	
ADD A1-1	Power Pedestals, Wiring, and Conduit at Tennis Courts #1-8	12	EA		$ 72,000.00		$ 74,280.00		$ 71,520.00		$ 81,100.00
	Grand Total Base Bid with Alternate 1 and allowance				**$1,454,410.00**		**$1,491,304.80**		**$1,678,497.23**		**$1,946,272.00**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Abbey Construction Co., Inc.
1949 County Line Road
Aurora, IL 60502

SURETY:
(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056
Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Central Park Tennis Court Renovation - Tennis Court R&R

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of June, 2026

Brandi Windhab
(Witness) Brandi Windhab

Abbey Construction Co., Inc.
(Principal) *(Seal)*

By: Owen Smith
(Title) Owen Smith Vice President of Sales

ABBEY CONSTRUCTION CO., INC. CORPORATE SEAL ILLINOIS 1982

Diane M. Rubright
(Witness) Diane M. Rubright

Fidelity and Deposit Company of Maryland
(Surety) *(Seal)*

By: James I. Moore
(Title) James I. Moore Attorney-in-Fact

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890 Illinois

Bond No. Bid Bond

Obligee: Oak Brook Park District

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James I. Moore, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of February, A.D. 2025.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of June, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

State of ILLINOIS

County of DUPAGE

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Diane M. Rubright Notary Public of DUPAGE County, in the State of ILLINOIS , do hereby certify that James I. Moore Attorney-in-Fact, of the Fidelity and Deposit Company of Maryland who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Fidelity and Deposit Company of Maryland for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 30th day of June , 2026 .

Diane M Rubright

Notary Public Diane M. Rubright

My Commission expires: March 23, 2027

OFFICIAL SEAL
DIANE M RUBRIGHT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3/23/27

Bid Proposal for:
Oak Brook Park District
Central Park Tennis Court Renovations

Contractor: Abbey Construction Co., Inc.

TO: Oak Brook Park District
Central Park Tennis Court Renovations
1450 Forest Gate Road
Oak Brook, IL 60523

Project # 1443

The undersigned bidder has carefully examined the plans and specifications for Oak Brook Park District Central Park Tennis Court Renovations, in Oak Brook, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:
SF = Square Feet
SY = Square Yard
FF = Finished Face
CF = Cubic Feet
CY = Cubic Yard
LF= Lineal Feet
LS = Lump Sum

BASE BID: Tennis Court Renovation REVISED: JUNE 26, 2026

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	General Conditions including Bonds and Insurance	1	LS	$ 15,900.00	$ 15,900.00
2	Site Preparation, Removals & Earthwork, Complete	1	LS	$ 246,924.00	$ 246,924.00
3	Undercut, Haul off and Placement of PGE (Allowance to be used only with approval of Owner's Representative)	75	CY	$ 127.50	$ 9,562.50
4	Temporary Concrete Washout	1	EA	$ 450.00	$ 450.00
5	Inlet Protection	7	EA	$ 288.00	$ 2,016.00
6	Silt Fence	1116	LF	$ 3.15	$ 3,515.40
7	Stabilized Construction Entrance	1	EA	$ 500.00	$ 500.00
8	Private Utility Locates	1	LS	$ 1,500.00	$ 1,500.00
9	As-Built Survey by Licensed IL Surveyor	1	LS	$ 3,800.00	$ 3,800.00
SITE IMPROVEMENTS					
10	Asphalt Paving - Tennis Courts	5676	SY	$ 33.45	$ 189,862.20
11	Asphalt Paving - Trails	784	SY	$ 62.60	$ 49,078.40
12	Concrete Paving	1060	SF	$ 10.78	$ 11,426.80
13	Curb at Courts	1716	LF	$ 30.05	$ 51,565.80
14	4' Chainlink Fence PVC Coated & Gates	224	LF	$ 157.30	$ 35,235.20
15	10' Chainlink Fence PVC Coated & Gates	1364	LF	$ 96.40	$ 131,489.60

Bid Proposal for:
Oak Brook Park District
Central Park Tennis Court Renovations

Contractor: Abbey Construction Co., Inc.

16	Chainlink Fence Transition	128	LF	$ 133.10	$ 17,036.80
Amenities to be purchased and installed by Contractor.					
17	Tennis Ground Sleeve, Net, Ground Anchor, and Tie Down Straps	8	SET	$ 3,172.00	$ 25,376.00
Amenities to be purchased BY OWNER; installed by Contractor.					
18	Drinking Fountain with Remote Chiller - INSTALL ONLY	1	EA	$ 1,630.00	$ 1,630.00
SITE UTILITIES					
19	6" Perf SDR26 Pipe	1503	LF	$ 52.43	$ 78,802.29
20	6" Solid SDR26 Pipe	136	LF	$ 36.38	$ 4,947.68
21	6" Standpipe	1	EA	$ 714.76	$ 714.76
22	6" Cleanout	1	EA	$ 911.64	$ 911.64
23	6" Bubbler (Pop Up Drainage Emitter)	1	EA	$ 707.27	$ 707.27
24	Mitered Headwall	1	EA	$ 1,560.06	$ 1,560.06
25	Connect to Existing Storm Sewer Structure	1	LS	$ 5,301.85	$ 5,301.85
26	Connection to Existing Electrical Feeder From Indoor Complex	1	LS	$ 10,812.35	$ 10,812.35
27	Power Panel, Enclosure and Conduit	1	LS	$ 52,041.49	$ 52,041.49
28	Duplex GFCI Receptacle at drinking fountain	1	EA	$ 10,921.49	$ 10,921.49
29	Conduit for Tennis Court Lighting	1	LS	$ 38,561.73	$ 38,561.73
LANDSCAPE AND RESTORATION					
30	Bioretention Facility Detail	1	LS	$ 8,550.00	$ 8,550.00
31	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	$ 34,240.00	$ 34,240.00

Tennis Court Renovation Subtotal #1 $ $1,044,941.31

Tennis Court Renovation Base Bid in Writing:
One Million Forty-Four Thousand Nine Hundred Forty-One Dollars & Thirty-One Cents

BASE BID: Trail Connection to Central Park West & Southeast Parking Lot Renovations

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
32	General Conditions including Bonds and Insurance	1	LS	$ 6,420.00	$ 6,420.00
33	Site Preparation, Removals & Earthwork, Complete	1	LS	$ 46,500.00	$ 46,500.00
34	Undercut, Haul off and Placement of PGE (Allowance to be used only with approval of Owner's Representative)	75	CY	$ 129.50	$ 9,712.50
35	Temporary Concrete Washout	1	EA	$ 450.00	$ 450.00
36	Inlet Protection	6	EA	$ 288.00	$ 1,728.00

Bid Proposal for:
Oak Brook Park District
Central Park Tennis Court Renovations

Contractor: Abbey Construction Co., Inc.

37	Silt Fence	1402	LF	$ 3.15	$ 4,416.30
38	Stabilized Construction Entrance	1	EA	$ 500.00	$ 500.00
39	Mill 2" Asphalt Surface Course - Existing Parking Lot	19224	SF	$ 0.67	$ 12,880.08
40	Salvage and Relocate Existing Wheelstops	24	EA	$ 70.00	$ 1,680.00
SITE IMPROVEMENTS					
41	Asphalt Paving Vehicular - 2" Overlay	2136	SY	$ 13.12	$ 28,024.32
42	Asphalt Paving - Vehicular	337	SY	$ 52.94	$ 17,840.78
43	Asphalt Parking Striping	1	LS	$ 1,100.00	$ 1,100.00
44	Asphalt Paving - Trail	1199	SY	$ 49.30	$ 59,110.70
45	Concrete Paving	175	SF	$ 26.54	$ 4,644.50
46	Replaceable Detectable Warning Strip	4	EA	$ 125.00	$ 500.00
Amenities shall be purchased and installed by Contractor.					
47	New Wheelstop	7	EA	$ 110.00	$ 770.00
48	ADA Parking Sign	3	EA	$ 375.00	$ 1,125.00
SITE UTILITIES					
49	Relocated parking lot lighting, wiring, and conduit	2	EA	$ 13,125.00	$ 26,250.00
LANDSCAPE AND RESTORATION					
50	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	$ 19,527.00	$ 19,527.00

Trail Connection to Central Park West & Southeast Parking Lot
Renovations Subtotal #2 $

$243,179.18

Trail Connection to Central Park West & Southeast Parking Lot Renovations Base Bid in Writing:
Two Hundred Forty-Three Thousand One Hundred Seventy-Nine Dollars & Eighteen Cents

OWNER ALLOWANCE					
Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
51	Work Allowance as Authorized by the Owner	1	ALLOW	$ 60,000.00	$ 60,000.00

Base Bid Grand Total (Subtotals #1, 2, & Owner Allowance) $ Base Bid Grand Total in Writing:

$1,348,120.49

One Million Three Hundred Forty-Eight Thousand One Hundred Twenty Dollars & Forty-Nine Cents

Bid Proposal for:
Oak Brook Park District
Central Park Tennis Court Renovations

Contractor: Abbey Construction Co., Inc.

ALTERNATE #1: Electric Power Pedestals at Tennis Courts

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
ADD A1-1	Power Pedestals, Wiring, and Conduit at tennis courts #1-8	12	EA	$ 6,296.00	$ 75,552.00

Alternate #1 Bid Total $ $75,552.00

Alternate#1 Bid in Writing: Seventy-Five Thousand Five Hundred Twenty-Two Dollars & Zero Cents

End of Bid Items - Fill out remainder of forms. Provide 2 copies of bid form.

CONTRACTOR: Abbey Construction Co., Inc.

CONTACT: Mark Rigby SIGNATURE: Owen Smith Owen Smith, Vice President of Sales

PHONE: 630-585-7220 FAX: 630-585-7216

ADDRESS: 1949 County Line Road Aurora, IL 60502

List Surety Company Which Contractor will be using for Performance and Payment Bonds:

Fidelity & Deposit Company of Maryland

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

A. That the Bidder has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that the Bidder has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that the Bidder has compared the site with the Drawings and Specifications and has satisfied itself as to all conditions affecting the execution of the Work;

B. That all modifications have been submitted with this bid;

C. That the Bidder has checked carefully the bid figures and understands that the Bidder shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;

D. That it is understood and agreed that the Oak Brook Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;

E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;

F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
   (a) Furnish all bonds and insurance required by the Contract Documents;
   (b) Accomplish the Work in accordance with the Contract Documents; and
   (c) Complete the Work within the time requirements as set forth in the Bid Documents.

G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;

H. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

I. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, bonds, overhead and profit, and any and all other costs normal to doing business.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project.

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. 1 Date: 6/23/2026
Addendum No. 2 Date: 6/26/2026

CONTRACTOR REFERENCES

Please include three references with which the Contractor has completed similar work in the past two years. List name of owner, contact person, address, and phone number.

1) Please see the attached Project References & AIA A305 Contractor Qualification Statement

Project Description and Contract Amount

2) Please see the attached Project References & AIA A305 Contractor Qualification Statement

Project Description and Contract Amount

3) Please see the attached Project References & AIA A305 Contractor Qualification Statement

Project Description and Contract Amount

4) Please see the attached Project References & AIA A305 Contractor Qualification Statement

Project Description and Contract Amount

5) Please see the attached Project References & AIA A305 Contractor Qualification Statement

Project Description and Contract Amount

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LIST OF SUBCONTRACTORS

Bidder submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that if selected the successful Contractor, the Bidder will promptly confer with the District's agents on the question of which subcontractors the Bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor, another subcontractor for the trade against whose standing and ability the Bidder makes no objection in writing, and the Bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bidder's bid, the unit, total and alternate Contract prices being adjusted to confirm thereto.

Subcontractor Name & Address	Classification of Work	Amount of Subcontract
1. KD Landscape Inc.	Landscaping	$57,750.00
1100 Kingsmen Court Joliet, IL 60433		
2.Action Fence	Fence	$171,730.00
945 Tower Road Mundelein, IL 60060		
3. Palos Electric	Electrical	129,521.00
14030 S. Kildare Ave Crestwood, IL 60445		
4. Hayes Industries	Sewer	$118,713.00
1611 Villa Street Elgin, IL 60120		
5. U.S. Tennis 1301 Canal Street Lockport, IL 60441	Tennis Nets, Posts, Courts	$8,710.00

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at http://labor.illinois.gov/. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.

D. To the best of Contractor's knowledge, no officer or employee of Contractor 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.

E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

H. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

I. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

K. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor 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. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

L. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's

Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

M. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR Abbey Construction Co., Inc.

By: Owen Smith

Its: Owen Smith, Vice President of Sales

STATE OF Illinois)
)SS
COUNTY OF DuPage)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Owen Smith, VP of Sales appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 6/30/2026

Brandi M. Windhab
(Notary Public)

(SEAL)

ABBEY CONSTRUCTION CO., INC. CORPORATE SEAL ILLINOIS 1982

OFFICIAL SEAL
BRANDI M WINDHAB
Notary Public, State of Illinois
Commission No. 1009591
My Commission Expires
May 05, 2029

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one],** by its undersigned representative, hereby certifies and represents to the Oak Brook Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

(A.) The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/*1 et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Abbey Construction Co., Inc.
Name of Contractor/Subcontractor (print or type)

Owen Smith, Vice President of Sales
Name and Title of Authorized Representative (print or type)

Owen Smith Dated: 6/30/2026
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

_____
Name of Contractor/Subcontractor (print or type)

_____
Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

Large Projects Completed in the Last Five Years
2025

Project	Owner or Construction Manager	Contract Amount / Year Completed
Project Pumpkin 41W386 Freeman Road Huntley, IL	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 17,960,009.00 2023
AMZ XLFC (ORD6) - Pie 11400 Venture Court Huntley, IL	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 17,079,206.00 2022
Project Dixie Markahm 1900 Irving Avenue Markham, IL	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 11,943,602.00 2022
Home Depot Bedford 6900 South Central Avenue Bedford Park, IL	Duke Realty Corporation 161 Washington Street, Suite 1020 Conshocken, PA	$ 11,742,102.00 2022
XPO Logistics - Chicago 1100 Cottage Avenue Chicago Heights, IL	Cooper Construction 5004 5th Avenue South Birmingham, AL	$ 8,735,540.00 2022
Project High Noon 2050 E. Gruler Road DeKalb, IL	M.A. Mortenson Company 25 Northwest Point Blvd., Suite 100 Elk Grove Village, IL	$ 8,236,969.00 2023
Gurnee Trailer Lots 4&5 North Delancy & Morrison Drive Gurnee, IL	Venture One Real Estate 9500 Bryn Mawr Suite 340 Rosemont, IL	$ 6,043,566.00 2023
ABF Freight Dock & Yard Expansion 1900 Lincoln Highway Sauk Village, IL 60411	Chicago Heights Construction Co. 1535 Otto Boulevard Chicago Heights, IL	$ 5,032,729.00 2024
Amz Last Mile Pullman Concrete 10700 South Woodlawn Chicago, IL	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 3,984,480.00 2020
Project Great Lakes 12488 Goldbear Drive Pleasant Prairie, WI	Gilbane Building Company 8550 W. Bryn Mawr Ave, #500 Chicago, IL	$ 3,836,741.00 2023
Riverside SD96: Central Hauser Site Work 65 Woodside Road Riverside, IL 60546	DLA Architects, Ltd 2 Pierce Place Suite 1300 Itasca, IL	$ 3,505,845.00 2024
Walmart #05486 - Country Club Hills 4005 167th Street Country Club Hills, IL 60478	William A. Randolph 820 Lakeside Drive Suite 3 Gurnee, IL 60031	$ 3,143,539.00 2023
School District U-46 U46 Transportation Center 500 Shales Parkway Elgin, IL 60120	Hampton, Lenzini, and Renwick, Inc. Jeffrey Meindl, 847-697-6700 1707 North Randall Road, Suite 100 Elgin, IL 60123	$ 3,106,915.00 2024
EEH 10 Martin 10 Martin Avenue Naperville, IL 60540	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 2,588,540.00 2023
Reyes - Chicago Beverage Systems Expansion 441 North Kilbourn Avenue Chicago, IL	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 2,422,400.00 2023
Walmart #04405 - Aurora 2900 Kirk Road Aurora, IL 60502	William A. Randolph 820 Lakeside Drive Suite 3 Gurnee, IL 60031	$ 2,087,371.00 2023
RMX Prairie Yard 8 385 East Touhy Avenue Des Plaines, IL 60018	VCNA Prairie LLC 7601 West 79th Street Bridgeview, IL 60455	$ 1,801,370.00 2024
Heritage Cadillace SR Work 303 West Roosevelt Road Lombard, IL 60148	Heritage Cadillac, Inc. 303 West Roosevelt Road Lombard, IL 60148	$ 1,480,943.00 2023

2025 Major Projects Under Contract

Project	Completion	Owner or Construction Manager	Contract Amount
DeKalb DataCenter 2.5-6 Asphalt DeKalb, IL	98%	M.A. Mortenson Company 25 Northwest Point Blvd. Suite 100 Elk Grove Village, IL	$ 6,361,123.00
Wilmete PD: Gillson Park 2024 Site Improvements Wilmette, IL	74%	Gewalt Hamilton Associates, Inc. 625 Forest Edge Drive Vernon Hills, IL	$ 5,880,735.00
Village of Bradley New Sports Complex - Site Concrete Bradley, IL	40%	Gilbane Building Company 123 North Upper Wacker Drive 26th Floor Chicago, IL	$ 5,205,023.00
Riverside SD96: Central Hauser Site Work Riverside, IL	97%	DLA Architects, Ltd 2 Pierce Place Suite 1300 Itasca, IL	$ 3,505,845.00
Hollywood Casino Aurora Aurora, IL	21%	Power Construction 8750 West Bryn Mawr Avenue Suite 500 Chicago, IL	$ 2,269,584.00
Downers Grove SD58: Herrick Middle School - Building Downers Grove, IL	46%	Bulley & Andrews 1755 West Armitage Avenue Chicago, IL	$ 1,937,559.00
Village of Bradley New Sports Complex - Asphalt Bradley, IL	62%	Gilbane Building Company 123 North Upper Wacker Drive 26th Floor Chicago, IL	$ 1,762,701.00
Heritage Square Shopping Center: Block 59 Sitework Naperville, IL	30%	Osman Construction 70 West Seegers Road Arlington Heights, IL	$ 1,440,870.00
Elmhurst University: Health & Sciences Building Elmhurst, IL	93%	Momentum 109 Bell Street Suite B Seattle, WA 98121	$ 1,404,167.00
Downers Grove SD58: O'Neil Middle School - Building Downers Grove, IL	64%	Bulley & Andrews 1755 West Armitage Avenue Chicago, IL	$ 1,358,407.00
SD 303 St. Charles - Facilities Master Plan St. Charles, IL	50%	Pepper Construction 411 Lake Zurich Road Barrington, IL	$ 1,341,738.00
Springs at Lockport Lockport, IL	54%	Horizon Construction Group, Inc. 5201 East Terrace Drive Suite 300 Madison, WI 53718	$ 1,254,734.00
Northwestern University: Kellogg Education Center Evanston, IL	2%	Power Construction 8750 West Bryn Mawr Avenue Suite 500 Chicago, IL	$ 1,208,620.00
Arlington Heights Gateway Arlington Heights, IL	8%	Clark Construction Group, LLC 216 South Jefferson Street Suite 502 Chicago, IL	$ 1,158,935.00
CyrusOne Almond (Butterfield) Aurora, IL	3%	Clune Construction Company 10 South Riverside Plaza Suite 2200 Chicago, IL	$ 1,091,260.00
2024 Project Paving Work at Village Crossing Niles, IL	16%	Fairbourne 6605 Las Vega Boulevard Suite 201 Las Vegas, NV	$ 986,440.00
Iron Mountain CH1B1 Core & Shell Des Plaines, IL	11%	Clune Construction Company 10 South Riverside Plaza Suite 2200 Chicago, IL	$ 840,284.00

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

Municipality References
2025

Project	Owner or Construction Manager	Contract Amount / Year Completed
Wilmette Park District Gillson Park 2024 Site Improvement Project	Gewalt Hamilton Associates, Inc. Peter Lind, (847) 478-9700 625 Forest Edge Drive Vernon Hills, IL	$ 5,928,708.00 Summer 2025
Village of Bradley New Sports Complex - Site Concrete Work	Gilbane Building Company Melanie Kmetz, (312) 208-6259 123 North Upper Wacker Drive, 26th Floor Chicago, IL	$ 5,205,023.00 Summer 2024
Village of Bradley New Sports Complex - Asphalt Work	Gilbane Building Company Melanie Kmetz, (312) 208-6259 123 North Upper Wacker Drive, 26th Floor Chicago, IL	$ 1,762,701.00 Summer 2025
Village of Romeoville Village Hall Parking Lot Expansion	Robinson Engineering Joel Drabicki, (815) 412-2012 10045 West Lincoln Highway Frankfort, IL 60423	$ 956,480.00 Summer/Fall 2025
Village of Burr Ridge Elm Street Culvert And Streambank Project	Hampton, Lenzini and Renwick Inc. Amy McKenna, (847) 697-6700 1707 North Randall Road, Suite 100 Elgin, IL 60123	$ 937,972.00 Fall 2025
McHenry Fire Protection District Station #2 Pavement Rehabilitation	McHenry Fire Protection District Steven Spraker, (815) 385-0075 3610 West Elm Street McHenry, IL 60050	$ 631,703.00 Summer 2024
Village of Wheeling CRC North Parking Lot	Wheeling Park District Matt Wehby, (847) 465-3333 100 Community Boulevard Wheeling, IL 60090	$ 510,732.00 Summer 2025
Oswego Fire Protection District Fire Station 2 Renovation	Lamp Incorporated Jay Schaack, (847) 741-7220 460 North Grove Avenue Elgin, IL 60120	$ 451,010.00 Spring 2025

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Park District References
2025

Project	Owner or Construction Manager	Contract Amount / Year Completed
Wilmette Park District Gillson Park 2024 Site Improvement Project	Gewalt Hamilton Associates, Inc. Peter Lind, (847) 478-9700 625 Forest Edge Drive Vernon Hills, IL	$ 5,928,708.00 Summer 2025
LaGrange Park District New Parking Lot LaGrange	Cody/Braun and Associates, LLC Jeff Brauhn, (630) 632-1333 1822 Marne Road Bolingbrook, IL 60440	$ 2,103,140.00 Spring 2025
Wheaton Park District Community Center Parking Lot	Wheaton Park District Steve Hinchee, (630) 510-4976 1000 Manchester Road Wheaton, IL 60187	$ 1,687,923.00 Spring 2025
Butterfield Park District Glenbriar Park Phase III	Butterfield Park District Michael Hixenbaugh, (630) 858-2229 21W730 Butterfield Road Lombard, IL 60148	$ 1,001,395.00 Summer 2025
Buffalo Grove Park District Willow Stream Park South Parking Lot Reconstruction	Buffalo Grove Park District Tim Howe, (847) 850-2163 530 Bernard Drive Buffalo Grove, IL 60089	$ 860,787.00 Spring 2024
Naperville Park District 2024 Knoch Park Permeable Parking Lot Installation	Naperville Park District Peggy Motta, (630) 848-5013 320 West Jackson Avenue Naperville, IL 60540	$ 517,605.00 Fall 2024
Village of Wheeling CRC North Parking Lot	Wheeling Park District Matt Wehby, (847) 465-3333 100 Community Boulevard Wheeling, IL 60090	$ 510,735.00 Summer 2025
Batavia Park District Lacher Maintenance Facility	Batavia Park District Josh Wyant, 327 West Wilson Street Batavia, IL 60510	$ 404,120.00 Spring 2024

ABBEY Construction Co., Inc.
Employee Owned

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Abbey Construction Co., Inc.
Apprenticeship and Training Certification

Program Sponsor	Apprenticeship & Training Certification Number
Construction & General Labor District Council	IL0170602
International Union of Operating Engineers Local No. 150	IL008780173
Cement Masons Local No. 502	IL8820041 IL0150492
Operative Plaster's & Cement Mason's International Association Local No. 11	IL00489005
Chicagoland Laborer's J.A.T.C.	IL017990001

Laborers' International Union of North America

LOCAL UNION 152

CONSTRUCTION AND GENERAL LABORERS UNION

409 TEMPLE AVENUE • HIGHLAND PARK • IL 60035 • PHONE (847) 432-7480 • FAX (847) 432-7750

March 12, 2024

ABBEY PAVING & SEALCOAT
1949 COUNTY LINE RD
AURORA, IL 60502

Re: David Robbins

Dear ABBEY PAVING & SEALCOAT

This letter is in regards to the payroll authorization system for your laborer: David Robbins. He has a balance of $840.00 for his union card.

Enclosed is a signed payroll authorization form from Laborers' Local Union #152, please deduct the specified total from your new laborers' wages to cover their initiation fee and quarterly dues. Please deduct at a rate of $40.00 per day worked during your weekly pay period.

Please remit all monies once the **entire** balance has been deducted. If your new laborer is laid off or is no longer with your company, please remit any monies deducted from their pay immediately.

Please make check payable to Laborers' Local Union #152, and mail to 409 Temple Avenue, Highland Park, IL 60035.

Please call me if you have any questions or concerns.

Sincerely,

Michael Lazzaretto
Secretary-Treasurer

SHAWN FITZGERALD
BUSINESS MANAGER

MICHAEL J. LAZZARETTO
SECRETARY-TREASURER

LiUNA!
Feel the Power

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

Union Affiliations & Agreement Expirations

Union	Agreement Expiration Date
Construction & General Laborers District	05/21/2026
Council of Chicago & Vicinity Fox Valley Heavy & Highway	 05/31/2026
Cement Masons Local 11 – Areas 161, 362, 638 Local 502	 05/31/2026 05/31/2026
Operating Engineers Local 150 Heavy Highway	 05/31/2027
Automobile Mechanics Local 702	05/31/2028
Teamsters Joint Council No. 25 Local 731	 05/31/2027
Chicago Regional Council of Carpenters Will County Chicagoland	 05/31/2029 05/31/2029

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

KEVIN McLAUGHLIN
Executive Secretary-Treasurer

JOEL POGOSE
President

MID-AMERICA CARPENTERS REGIONAL COUNCIL

12 East Erie Street
Chicago, Illinois 60611-2796

312-787-3076 • Fax: 312-951-1540
www.carpentersunion.org

January 27, 2026

Abbey Paving & Sealcoating Company
1949 County Line Road
Aurora, IL 60502
Attn: Melissa Gassmann

RE: Acct #25495

Dear Melissa,

This letter is being sent to confirm that Abbey Paving & Sealcoating Company is signatory to the current collective bargaining agreement with the Mid-America Carpenters Regional Council, and also a participant with the Mid-America Carpenters Regional Council Apprentice Program, and as of this date in good standing with the Mid-America Carpenters Regional Council.

Sincerely,

Ann Barrett
Contracts and Bonds

Cc: File

CEMENT MASONS' UNION
LOCAL NO. 502

"Unified Strength Since 1914"

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA

739 SOUTH 25th AVENUE - BELLWOOD, ILLINOIS 60104
PHONE: 708-544-9100 FAX: 708-544-0232

UNION COPY

January 28, 2026

Re: **Abbey Paving & Sealcoating Co.**

To whom it may concern:

Abbey Paving & Sealcoating Co. is in good standing with Cement Mason's Union Local 502-Plasterers Area 5.

They are current with their contributions through **December 2025** and have the CBA required Wage / Benefit Bond on file.

If you have any further questions, please feel free to call me at

(708) 544-9100 ext. 214.

Sincerely,

Lawrence J. Picardi, Jr.
Secretary- Treasurer
Cement Masons' Union Local #502

Chicago & Vicinity Laborers' District Council
Health & Welfare Fund • Retiree Health & Welfare Fund • Pension Fund

11465 W. Cermak Road, Westchester, IL 60154-5768 | www.chicagolaborersfunds.com
Toll Free: (866) 906-0200 • **Telephone:** (708) 562-0200

LiUNA!
Feel the Power

January 19, 2026

ABBEY PAVING & SEALCOAT
1949 COUNTY LINE RD
AURORA IL 60502-7704

Re: Abbey Paving & Sealcoat
To:

To Whom It May Concern:

This letter is to inform you that Abbey Paving & Sealcoat is signatory to a collective bargaining agreement with the Construction and General Laborers' District Council of Chicago which incorporates and adopts the Laborers' Funds' Trust Agreements. Both the bargaining agreement and Trust Agreements provide benefits for covered employees. Abbey Paving & Sealcoat has submitted reports and monies on a timely basis in accordance with the rules in effect through December 2025 to the Laborers' Welfare & Pension Funds.

Please be advised that this letter does not address any issues pending with the Construction and General Laborers' District Council of Chicago and Vicinity including, but not limited to, the submission of current dues reports, the pendency of any wage grievance or any outstanding liquidated damages or shortages owed to the Dues Fund. If you have any questions regarding the Company's reporting status with the District Council, please contact Mrs. Kate Hughes at 630-655-8289.

If you need any additional information or have questions, please feel free to contact this office.

Sincerely,
Laborers' Pension & Welfare Funds
Gina Harkness
Gina Harkness,
Financial Operations Director

GH:ag

Finance Fax:
(708) 562-7295

Email:
Finance@chilpwf.com

BOARD OF TRUSTEES

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CATHERINE WENSKUS

Secretary
DAVID H. LORIG

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Appointed by Labor
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Paul P. Connolly
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Adolfo Zamora
Dexter R. Ziemann

For Employers
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Clifton M. Horn
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David H. Lorig
Dennis P. Martin

MIDWEST OPERATING ENGINEERS
FRINGE BENEFIT FUNDS

PENSION TRUST FUND • WELFARE FUND • RETIREE WELFARE PLAN
VACATION SAVINGS PLAN • RETIREMENT ENHANCEMENT FUND

6150 JOLIET ROAD, COUNTRYSIDE, IL 60525-3994
PHONE: (708) 482-7300 FAX: (708) 482-3056

JAMES M. SWEENEY, CHAIRMAN / DAVID M. SNELTEN, SECRETARY-TREASURER

January 28, 2026

Abbey Paving Sealcoating Co
1949 County Line Road
Aurora, IL 60502

To Whom It May Concern,

This letter serves as formal notification that as of the date of this letter, Abbey Paving Sealcoating Co #5498 is in "Good Standing" with the Midwest Operating Engineers Fringe Benefit Funds for fringe benefit contribution reports and payments. Our records indicate that Abbey Paving Sealcoating Co has accurately reported hours and payments to the Fund Office.

The Midwest Operating Engineers Fringe Benefit Funds reserves the right to withdraw Abbey Paving Sealcoating Co "Good Standing" status if our assumption is found to be incorrect.

If you have any questions, please contact Abbey Paving Sealcoating Co.

Sincerely,

Jenie Brown

Jenie Brown
Accounts Receivable Manager

ABBEY PAVING CO., INC.
2026 - 2027
Wage Benefit
Valid Through 5/31/2027

Classification	Wage	Union Benefits		FICA 7.65% (Soc 6.2% Medicare 1.45%)	FUTA/SUTA (.006, .07050)	Workers Comp $3.23 (per $100) NO PREMIUM	Vacation	General Liability $8.38 (per $1,000)	Rates		
									Total/Hour	Overtime Rate / Hour	Doubletime Rate / Hour
6-Wheeler Driver *	$47.80	$30.77		$3.66	$3.66	$1.51		$0.40	$87.79	$115.55	$143.31
Semi Driver *	$48.00	$30.77		$3.67	$3.67	$1.52		$0.40	$88.03	$115.91	$143.78
Laborer	$53.00	$39.45		$4.05	$4.05	$1.67		$0.44	$102.68	$133.45	$164.23
Foreman	$54.15	$39.45		$4.14	$4.14	$1.71		$0.45	$104.05	$135.49	$166.94
Class 1 Operator (**standard**)	$67.00	$52.93	V	$5.13	$5.13	$2.12	$2.00	$0.56	$134.86	$173.76	$212.67
Class II Operator	$66.45	$52.93	V	$5.08	$5.08	$2.10	$2.00	$0.56	$134.20	$172.79	$211.38
Class III Operator	$64.40	$52.93	V	$4.93	$4.93	$2.03	$2.00	$0.54	$131.76	$169.15	$206.55
Class IV Operator	$63.00	$52.93	V	$4.82	$4.82	$1.99	$2.00	$0.53	$130.09	$166.67	$203.25
Cert Operator (use as foreman)	$69.00	$52.93	V	$5.28	$5.28	$2.18	$2.00	$0.58	$137.24	$177.31	$217.38
Chicago Carpenters (**journeyman**)	$58.51	$44.36	V	$4.48	$4.48	$1.85	$3.03	$0.49	$117.19	$151.17	$185.14
Chicago Carpenters (**foreman**)	$60.51	$44.36	V	$4.63	$4.63	$1.91	$3.03	$0.51	$119.58	$154.71	$189.85
Geneva Carpenters (**journeyman**)	$58.51	$44.95	V	$4.48	$4.48	$1.85	$2.43	$0.49	$117.18	$151.16	$185.13
Geneva Carpenters (**foreman**)	$60.51	$44.95	V	$4.63	$4.63	$1.91	$2.43	$0.51	$119.57	$154.70	$189.84
Will Co. Carpenters (**journeyman**)	$58.51	$47.88	V	$4.48	$4.48	$1.85	$2.56	$0.49	$120.24	**No OT Allowed**	$188.19
Will Co. Carpenters (**foreman**)	$64.36	$47.88	V	$4.92	$4.92	$2.03	$2.56	$0.54	$127.22	**No OT Allowed**	$201.97
Masons 502 (**journeyman**)	$57.10	$44.14		$4.37	$4.37	$1.80		$0.48	$112.26	$147.92	$183.57
Masons 502 (**foreman**)	$60.60	$44.14		$4.64	$4.64	$1.91		$0.51	$116.43	$154.12	$191.81
Masons 11 (Local 161) **Journ**	$51.15	$50.16		$3.91	$3.91	$1.62		$0.43	$111.18	$148.98	$186.78
Masons 11 (Local 161) **Fore**	$54.65	$50.16		$4.18	$4.18	$1.73		$0.46	$115.36	$155.19	$195.02
Masons 11 (Local 362) **Journ**	$51.62	$49.57		$3.95	$3.95	$1.63		$0.43	$111.15	$146.18	$184.19
Masons 11 (Local 362) **Fore**	$55.12	$49.57		$4.22	$4.22	$1.74		$0.46	$115.33	$152.38	$192.43
Masons 11 (Local 638) **Journ**	$53.15	$48.02		$4.07	$4.07	$1.68		$0.45	$111.43	$149.42	$187.42
Masons 11 (Local 638) **Fore**	$56.65	$48.02		$4.33	$4.33	$1.79		$0.47	$115.60	$155.63	$195.66

Note 1: The Company's "mod rating" for WC decreased to .69 (from .74), **effective 3/01/26**. ***As noted above, the NCCI mod rating no longer impacts WC & GL rates from NCI.***
Note 2: Change approved by Owen - Overhead and Profit removed
Note 3: Consistent with prior years, Teamsters are no longer provided vacation.
Note 4: The OT and DT for all masons are adjust due to increases of fringe benefits per the unions. This is due to CM502 Annuity Fund increase and Masons 11 Tax Deferred Income Fund
***** : ***Consistant to prior year, there is now a specific General Liability rate for both "drivers" and "clerical" classifications.***
$: **The rate for WC ($3.158) is per $100 in payroll. *The rate for GL (8.38) is per $1,000.***
V : Consistent with prior years, this amount excludes ""Vacation Fund" (as it is backed out).

Last Updated:	**6/1/2026**	New union wages
Last Reviewed:	**6/1/2026**	New union wages
Next Update:	**1/1/2027**	New tax rated effective 01/01/26

FUTA 2026 Wage Max: **$7,000.00** *Same maximum as prior year.*
SUI 2026 Wage Max: **$14,250.00** *Increases by $334.00 from prior year.*

AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY

(Organization name and address.)
Abbey Construction Co., Inc.
1949 County Line Road
Aurora, IL 60502
(630) 585-7220

SUBMITTED TO:

(Organization name and address.)
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)
Other: Excavation, Asphalt Paving, Building Concrete, Site Concrete and Structural Concrete

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

[X] Exhibit A – General Information
[X] Exhibit B – Financial and Performance Information
[X] Exhibit C – Project-Specific Information
[X] Exhibit D – Past Project Experience
[X] Exhibit E – Past Project Experience (Continued)

CONTRACTO
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Owen Smith
CONTRACTOR'S Authorized Representative *(Signature)*

BY: Owen Smith, Vice President of Sales
(Printed name and title)

6/30/2026
Date

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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User Notes: (697b7208827d2e856f64ec8f)

NOTARY
State of: Illinois
County of: DuPage
Signed and sworn to before me this 30th day of June , 2026

Brandi M. Windhab
Notary Signature

My commission expires: May 5th, 2029



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Changes to original AIA text

PAGE 1

SUBMITTED BY:	**SUBMITTED TO:**
(Organization name and address.) Abbey Construction Co., Inc. 1949 County Line Road Aurora, IL 60502 (630) 585-7220	*(Organization name and address.)*

CONTRACTOR ~~CERTIFICATION~~

Variable Information

PAGE 1

SUBMITTED BY	**SUBMITTED TO:**
(Organization name and address.) Abbey Construction Co., Inc. 1949 County Line Road Aurora, IL 60502 (630) 585-7220	*(Organization name and address.)*

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)
Other: Excavation, Asphalt Paving, Building Concrete, Site Concrete and Structural Concrete

[X] Exhibit A – General Information

[X] Exhibit B – Financial and Performance Information

[X] Exhibit C – Project-Specific Information

[X] Exhibit D – Past Project Experience

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[X] Exhibit E – Past Project Experience (Continued)

State of:
Illinois

County of:
DuPage

Signed and sworn to before me this day of
2026

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brandi M. Windhab, 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 08:47:40 CST on 01/29/2026 under Order No. 20240087267 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ - 2020, Contractor's Qualification Statement, other than those additions and deletions shown in the associated Additions and Deletions Report.

Brandi M. Windhab

(Signed)

Estimating Coordinator

(Title)

6/30/2026

(Dated)

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AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the 30th of June in the year Two Thousand Twenty-Six.
(In words, indicate day, month and year.)

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

§ A.1 ORGANIZATION
§ A.1.1 Name and Location
§ A.1.1.1 Identify the full legal name of your organization.

Abbey Construction Co., Inc.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

N/A

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

1949 County Line Road
Aurora, IL 60502

§ A.1.2 Legal Status
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Corporation

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Illinois

.2 If your organization is a partnership, identify its partners and its date of organization.

April 9th, 1982

.3 If your organization is individually owned, identify its owner and date of organization.

N/A

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

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N/A

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

N/A

§ A.1.3 Other Information
§ A.1.3.1 How many years has your organization been in business?

44 Years

§ A.1.3.2 How many full-time employees work for your organization?

35 Office, 15 Field Supervisors, 190 Field

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

444110

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

§ A.2 EXPERIENCE
§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

Available upon request.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

Please see the attached supporting documents.

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

$98,364,384.00

§ A.3 CAPABILITIES
§ A.3.1 List the categories of work that your organization typically self-performs.

Excavation, Asphalt Paving, Building Concrete, Site Concrete & Structural Concrete

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

N/A

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

N/A

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§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Trimble Spectrum & Trimble Project Site

§ A.4 REFERENCES

§ A.4.1 Identify three client references:
(Insert name, organization, and contact information)

Builders Asphalt LLC	4401 Roosevelt Rd.	Hillside, IL	60162	(847) 419-9000
Vulcan Materials Co.	1000 E. Warrenville Rd.	Naperville, IL	60563	(630) 955-8500
Prairie Materials	7601 West 79th St.	Bridgeview, IL	60455	(708) 458-0400
K-Five Construction Corp.	13769 Main St.	Lemont, IL	60439	(630) 257-5600
Gallagher Material Corp.	18100 S. Indiana Ave	Thornton, IL	60476	(708) 877-7160
Prime, Tack & Seal Company	2735 W. Norton Creek Dr.	West Chicago, IL	60185	(630) 443-1700

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

Please see the attached Contractor References document.

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

Wintrust Commercial Banking
6262 S. Route 83, Suite 300 Willowbrook, IL 60527
Vito Gerardi
(847) 268-0867

Wheaton Bank & Trust Co.
100 N. Wheaton Ave Wheaton, IL 60187
(630) 690-1800

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

Please see attached Trade References document.

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Additions and Deletions Report for
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Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the Twenty-ninth day of January in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

Abbey Construction Co., Inc.

N/A

1949 County Line Road
Aurora, IL 60502

Corporation

Illinois

April 9th, 1982

N/A

PAGE 2

N/A

N/A

44 Years

35 Office, 15 Field Supervisors, 190 Field

444110

N/A

Available upon request.

Please see the attached supporting documents.

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$98,364,384.00

Excavation, Asphalt Paving, Building Concrete, Site Concrete & Structural Concrete

N/A

N/A

PAGE 3

Trimble Spectrum & Trimble Project Site

Builders Asphalt LLC	4401 Roosevelt Rd.	Hillside, IL	60162	(847) 419-9000
Vulcan Materials Co.	1000 E. Warrenville Rd.	Naperville, IL	60563	(630) 955-8500
Prairie Materials	7601 West 79th St.	Bridgeview, IL	60455	(708) 458-0400
K-Five Construction Corp.	13769 Main St.	Lemont, IL	60439	(630) 257-5600
Gallagher Material Corp.	18100 S. Indiana Ave	Thornton, IL	60476	(708) 877-7160
Prime, Tack & Seal Company	2735 W. Norton Creek Dr.	West Chicago, IL	60185	(630) 443-1700

Please see the attached Contractor References document.

Wintrust Commercial Banking
6262 S. Route 83, Suite 300 Willowbrook, IL 60527
Vito Gerardi
(847) 268-0867

Wheaton Bank & Trust Co.
100 N. Wheaton Ave Wheaton, IL 60187
(630) 690-1800

Please see attached Trade References document.

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AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Abbey Construction Co., Inc. and dated the 30th day of June in the year Two Thousand Twenty-Six.
(In words, indicate day, month and year.)

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

§ B.1 FINANCIAL
§ B.1.1 Federal tax identification number:

36-3181369

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Available upon request.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS
§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than $75,000?
(If the answer is yes, provide an explanation.)

No

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

No

.2 been terminated for any reason except for an owners' convenience?

No

.3 had any judgments, settlements, or awards pertaining to a construction

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project in which your
organization was responsible for more than $75,000?

No

.4 filed any lawsuits or requested arbitration regarding a construction project?

No

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

No

.2 had any business or professional license subjected to disciplinary action?

No

.3 been penalized or fined by a state or federal environmental agency?

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Additions and Deletions Report for
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Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

This Exhibit is part of the Contractor's Qualification Statement, submitted by
Abbey Construction Co., Inc.
and dated the Twenty-ninth day of January in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

36-3181369

Available upon request.

No

No

No

No

PAGE 2

No

No

No

No

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AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the 30th of June in the year Two Thousand Twenty-Six.
(In words, indicate day, month and year.)

PROJECT:
(Name and location or address.)
Central Park Tennis Center Renovation Project

CONTRACTOR'S PROJECT OFFICE:
(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT
(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST
Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

N/A

§ C.1 PERFORMANCE OF THE WORK
§ C.1.1 When was the Contractor's Project Office established?

April 9th, 1982

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

Office	35
Field Supervisor	15
Full-Time Field	190

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

State of Illinois Business License 1616-5772

Contractor License's are obtained prior to the proejct start dates for each city, town, or village.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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All key personnel's office location is our main office address at 1949 County Line Road Aurora, IL 60502.

Please see attached Key Personnel document.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

Please see attached document.

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

Please see attached.

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

$98,364,384.00

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

Please see attached documents.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes, Safety Manual available upon request.

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

N/A

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

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§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

N/A

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name:

Fidelity & Deposit Company of Maryland - NAIC Code 39306

§ C.5.3 Surety agent name and contact information:

HUB International Limited Midwest
1411 Opus Drive, Suite 450 Downers Grove, IL 60515
Amy Wickett
(630) 468-5600

§ C.5.4 Total bonding capacity:

$100,000,000.00

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

Over $30,000,000.00

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Variable Information

PAGE 1

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the Twenty-ninth day of January in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

AIA A305 Contractor Qualification Statement - 2026

N/A

April 9th, 1982

Office 35
Field Supervisor 15
Full-Time Field 190

State of Illinois Business License 1616-5772

Contractor License's are obtained prior to the proejct start dates for each city, town, or village.

PAGE 2

All key personnel's office location is our main office address at 1949 County Line Road Aurora, IL 60502.

Please see attached Key Personnel document.

Please see attached document.

Please see attached.

$98,364,384.00

Please see attached documents.

Yes, Safety Manual available upon request.

N/A

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PAGE 3

N/A

Yes

Fidelity & Deposit Company of Maryland - NAIC Code 39306

HUB International Limited Midwest
1411 Opus Drive, Suite 450 Downers Grove, IL 60515
Amy Wickett
(630) 468-5600

$100,000,000.00

Over $30,000,000.00

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AIA® Document A305® – 2020 Exhibit D

Contractor's Past Project Experience

* Please see attached Project Reference documents

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:
SUSTAINABILITY CERTIFICATIONS				

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AIA® Document A305® – 2020 Exhibit E

Contractor's Past Project Experience, Continued

* Please see attached Project Reference documents

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Wor
PROJECT DELIVERY METHOD	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:
SUSTAINABILITY CERTIFICATIONS				

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Large Projects Completed in the Last Five Years
2025

Project	Owner or Construction Manager	Contract Amount / Year Completed
Project Pumpkin 41W386 Freeman Road Huntley, IL	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 17,960,009.00 2023
AMZ XLFC (ORD6) - Pie 11400 Venture Court Huntley, IL	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 17,079,206.00 2022
Project Dixie Markahm 1900 Irving Avenue Markham, IL	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 11,943,602.00 2022
Home Depot Bedford 6900 South Central Avenue Bedford Park, IL	Duke Realty Corporation 161 Washington Street, Suite 1020 Conshocken, PA	$ 11,742,102.00 2022
XPO Logistics - Chicago 1100 Cottage Avenue Chicago Heights, IL	Cooper Construction 5004 5th Avenue South Birmingham, AL	$ 8,735,540.00 2022
Project High Noon 2050 E. Gruler Road DeKalb, IL	M.A. Mortenson Company 25 Northwest Point Blvd., Suite 100 Elk Grove Village, IL	$ 8,236,969.00 2023
Gurnee Trailer Lots 4&5 North Delancy & Morrison Drive Gurnee, IL	Venture One Real Estate 9500 Bryn Mawr Suite 340 Rosemont, IL	$ 6,043,566.00 2023
ABF Freight Dock & Yard Expansion 1900 Lincoln Highway Sauk Village, IL 60411	Chicago Heights Construction Co. 1535 Otto Boulevard Chicago Heights, IL	$ 5,032,729.00 2024
Amz Last Mile Pullman Concrete 10700 South Woodlawn Chicago, IL	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 3,984,480.00 2020
Project Great Lakes 12488 Goldbear Drive Pleasant Prairie, WI	Gilbane Building Company 8550 W. Bryn Mawr Ave, #500 Chicago, IL	$ 3,836,741.00 2023
Riverside SD96: Central Hauser Site Work 65 Woodside Road Riverside, IL 60546	DLA Architects, Ltd 2 Pierce Place Suite 1300 Itasca, IL	$ 3,505,845.00 2024
Walmart #05486 - Country Club Hills 4005 167th Street Country Club Hills, IL 60478	William A. Randolph 820 Lakeside Drive Suite 3 Gurnee, IL 60031	$ 3,143,539.00 2023
School District U-46 U46 Transportation Center 500 Shales Parkway Elgin, IL 60120	Hampton, Lenzini, and Renwick, Inc. Jeffrey Meindl, 847-697-6700 1707 North Randall Road, Suite 100 Elgin, IL 60123	$ 3,106,915.00 2024
EEH 10 Martin 10 Martin Avenue Naperville, IL 60540	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 2,588,540.00 2023
Reyes - Chicago Beverage Systems Expansion 441 North Kilbourn Avenue Chicago, IL	Ryan Companies US, Inc. 111 Shuman Boulevard, Suite 400 Naperville, IL	$ 2,422,400.00 2023
Walmart #04405 - Aurora 2900 Kirk Road Aurora, IL 60502	William A. Randolph 820 Lakeside Drive Suite 3 Gurnee, IL 60031	$ 2,087,371.00 2023
RMX Prairie Yard 8 385 East Touhy Avenue Des Plaines, IL 60018	VCNA Prairie LLC 7601 West 79th Street Bridgeview, IL 60455	$ 1,801,370.00 2024
Heritage Cadillace SR Work 303 West Roosevelt Road Lombard, IL 60148	Heritage Cadillac, Inc. 303 West Roosevelt Road Lombard, IL 60148	$ 1,480,943.00 2023

2025 Major Projects Under Contract

Project	Completion	Owner or Construction Manager	Contract Amount
DeKalb DataCenter 2,5-6 Asphalt DeKalb, IL	98%	M.A. Mortenson Company 25 Northwest Point Blvd. Suite 100 Elk Grove Village, IL	$ 6,361,123.00
Wilmete PD: Gillson Park 2024 Site Improvements Wilmette, IL	74%	Gewalt Hamilton Associates, Inc. 625 Forest Edge Drive Vernon Hills, IL	$ 5,880,735.00
Village of Bradley New Sports Complex - Site Concrete Bradley, IL	40%	Gilbane Building Company 123 North Upper Wacker Drive 26th Floor Chicago, IL	$ 5,205,023.00
Riverside SD96: Central Hauser Site Work Riverside, IL	97%	DLA Architects, Ltd 2 Pierce Place Suite 1300 Itasca, IL	$ 3,505,845.00
Hollywood Casino Aurora Aurora, IL	21%	Power Construction 8750 West Bryn Mawr Avenue Suite 500 Chicago, IL	$ 2,269,584.00
Downers Grove SD58: Herrick Middle School - Building Downers Grove, IL	46%	Bulley & Andrews 1755 West Armitage Avenue Chicago, IL	$ 1,937,559.00
Village of Bradley New Sports Complex - Asphalt Bradley, IL	62%	Gilbane Building Company 123 North Upper Wacker Drive 26th Floor Chicago, IL	$ 1,762,701.00
Heritage Square Shopping Center: Block 59 Sitework Naperville, IL	30%	Osman Construction 70 West Seegers Road Arlington Heights, IL	$ 1,440,870.00
Elmhurst University: Health & Sciences Building Elmhurst, IL	93%	Momentum 109 Bell Street Suite B Seattle, WA 98121	$ 1,404,167.00
Downers Grove SD58: O'Neil Middle School - Building Downers Grove, IL	64%	Bulley & Andrews 1755 West Armitage Avenue Chicago, IL	$ 1,358,407.00
SD 303 St. Charles - Facilities Master Plan St. Charles, IL	50%	Pepper Construction 411 Lake Zurich Road Barrington, IL	$ 1,341,738.00
Springs at Lockport Lockport, IL	54%	Horizon Construction Group, Inc. 5201 East Terrace Drive Suite 300 Madison, WI 53718	$ 1,254,734.00
Northwestern University: Kellogg Education Center Evanston, IL	2%	Power Construction 8750 West Bryn Mawr Avenue Suite 500 Chicago, IL	$ 1,208,620.00
Arlington Heights Gateway Arlington Heights, IL	8%	Clark Construction Group, LLC 216 South Jefferson Street Suite 502 Chicago, IL	$ 1,158,935.00
CyrusOne Almond (Butterfield) Aurora, IL	3%	Clune Construction Company 10 South Riverside Plaza Suite 2200 Chicago, IL	$ 1,091,260.00
2024 Project Paving Work at Village Crossing Niles, IL	16%	Fairbourne 6605 Las Vega Boulevard Suite 201 Las Vegas, NV	$ 986,440.00
Iron Mountain CH1B1 Core & Shell Des Plaines, IL	11%	Clune Construction Company 10 South Riverside Plaza Suite 2200 Chicago, IL	$ 840,284.00

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

Contractor References

ARCO/Murray 3110 Woodcreek Drive Downers Grove, IL 60515 Contact: Rad Zampara (630) 346-8174	**Pepper Construction Company** 411 Lake Zurich Road Barrington, IL 60010 Contact: Kevin Erickson (847) 344-3873
Clune Construction 10 South Riverside Plaza, Suite 2200 Chicago, IL 60605 Contact: Tom Stuit (312) 401-1191	**Power Construction** 8750 West Bryn Mawr Avenue, Suite 500 Chicago, IL 60631 Contact: Jeff Geier (847) 925-1300
Executive Construction 235 Fencl Lane Hillside, IL 60162 Contact: Jake Wielebnicki (630) 488-1329	**Ryan Companies** 55 Shuman Boulevard, Suite 800 Naperville, IL 60563 Contact: Adam Zarek (630) 328-1110
Gilbane Building Company 8550 West Bryn Mawr Avenue, Suite 500 Chicago, IL 60631 Contact: Guy Lockhart (773) 315-7201	**Skender Construction** 200 West Madison, Suite 1300 Chicago, IL 60606 Contact: Joe Pecoraro 708) 516-2996
Jacob & Hefner Associates, Inc. 1901 South Meyers Road, Suite 350 Oakbrook Terrace, IL 60181 Contact: Matthew Kramer (630) 625-4639	**Walsh Construction Company** 929 West Adams Street Chicago, IL 60607 Contact: Tony Gallullo (312) 563-5400
Lend Lease Construction (US), Inc. One North Wacker Drive, Suite 850 Chicago, IL Contact: Burt Brandt (312) 245-1000	

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

Trade References

Builders Paving LLC 4401 West Roosevelt Road Hillside, IL 60162 (630) 557-0090	**Prairie Materials** 7601 West 79th Street Bridgeview, IL 60455 (708) 458-0400
Gallagher Materials Corp. 18100 South Indiana Avenue Thornton, IL 60476 (708) 877-7160	**Prime, Tack, & Seal Company** 2735 West Norton Creek Drive West Chicago, IL 60185 (630) 443-1700
K-Five Construction Corp. 13769 Main Street Lemont, IL 60439 (630) 257-5600	**Vulcan Materials Co.** 1000 East Warrenville Road Suite 100 Naperville, IL 60563 (630) 955-8500

ABBEY Construction Co., Inc.
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1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

Higher Education References
2025

Project	Owner or Construction Manager	Contract Amount / Year Completed
School District U46 - Elgin, IL U46 Transportation Center 500 Shales Parkway Elgin, IL 60120	Hampton, Lenzini, and Renwick, Inc. Jeffrey Meindl, 847-697-6700 1707 North Randall Road, Suite 100 Elgin, IL 60123	$ 3,106,915.00 Fall 2024
Richton Township High School District 227 D227 RTHS 2021 Program - Field House 5000 Sauk Trail Road Richton Park, IL 60471	Pepper Construction Company Kim Underwood, 847-304-6513 411 Lake Zurich Road Barrington, IL 60010	$ 1,708,038.00 Summer 2024
Elmhurst University Elmhurst University - Health & Science Building 190 South Prospect Avenue Elmhurst, IL 60126	Momentum Eric Motsch, 206-353-4689 109 Bell Street, Suite B Seattle, WA 98121	$ 1,404,167.00 Fall 2024
St. Charles Community Unit School District 303 SD 303 St. Charles Bus Lot 201 South 7th Street St. Charles, IL 60174	Pepper Construction Company Joe Dicicco, 847-620-4303 411 Lake Zurich Road Barrington, IL 60010	$ 1,341,738.00 Pending - Summer 2025
West Aurora School District 129 West Aurora High School Tennis Courts 1201 West New York Street Aurora, IL 60506	MeritCorp Group, LLC Todd Roberts, 630-723-6970 4222 Meridian Parkway, Suite 112 Aurora, IL 60504	$ 1,231,860.00 Fall 2024
Berkeley School District 87 Jefferson Site Improvements 225 46th Avenue Bellwood, IL 60104	Wold Architects and Engineers Frederick Schuster, 847-241-6100 220 North Smith Street, Suite 310 Palatine, IL 60067	$ 1,216,888.00 Winter 2021
Glen Ellyn School District 89 2024 Capital Improvements North Delancy & Morrison Drive Gurnee, IL	IHC Construction Companies, LLC Carolyn Bickert, 847-214-3924 385 Airport Road, Suite 100 Elgin, IL 60123	$ 1,156,384.00 Fall 2024
AE Stevenson High School District 125 AESHS East Building Addition Phase II - Fitness Addition 2 Stevenson Drive Lincolnshire, IL 60069	Gilbane Building Company Bridgette Gimpert, 312-607-2449 8550 W. Bryn Mawr Ave, #500 Chicago, IL 60631	$ 1,144,437.00 Fall 2022
Elmhurst University Elmhurst University - Langhorst Field Track & Field Surfaces 190 South Prospect Avenue Elmhurst, IL 60126	Momentum Eric Motsch, 206-353-4689 109 Bell Street, Suite B Seattle, WA 98121	$ 995,670.00 Summer 2023
Mannheim School District No. 83 Mannheim SD 83 - Paving Repairs & Site Work 10401 West Grand Avenue Franklin Park, IL 60131	Mazur and Sons Construction Amy Lofgren, 708-839-5959 448 S. Archer Avenue Willow Springs, IL 60480	$ 926,349.00 Summer 2022
Sycamore Communit School District 427 **Capital Improvements Project - Summer 2021** 2705 Ashland Avenue Evanston, IL	Shales McNutt, LLC dba SMC Construction Services Sydney Shales, 847-622-1214 425 Renner Drive Elgin, IL 60123	$ 660,000.00 Fall 2021

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

Municipality References
2025

Project	Owner or Construction Manager	Contract Amount / Year Completed
Wilmette Park District Gillson Park 2024 Site Improvement Project	Gewalt Hamilton Associates, Inc. Peter Lind, (847) 478-9700 625 Forest Edge Drive Vernon Hills, IL	$ 5,928,708.00 Summer 2025
Village of Bradley New Sports Complex - Site Concrete Work	Gilbane Building Company Melanie Kmetz, (312) 208-6259 123 North Upper Wacker Drive, 26th Floor Chicago, IL	$ 5,205,023.00 Summer 2024
Village of Bradley New Sports Complex - Asphalt Work	Gilbane Building Company Melanie Kmetz, (312) 208-6259 123 North Upper Wacker Drive, 26th Floor Chicago, IL	$ 1,762,701.00 Summer 2025
Village of Romeoville Village Hall Parking Lot Expansion	Robinson Engineering Joel Drabicki, (815) 412-2012 10045 West Lincoln Highway Frankfort, IL 60423	$ 956,480.00 Summer/Fall 2025
Village of Burr Ridge Elm Street Culvert And Streambank Project	Hampton, Lenzini and Renwick Inc. Amy McKenna, (847) 697-6700 1707 North Randall Road, Suite 100 Elgin, IL 60123	$ 937,972.00 Fall 2025
McHenry Fire Protection District Station #2 Pavement Rehabilitation	McHenry Fire Protection District Steven Spraker, (815) 385-0075 3610 West Elm Street McHenry, IL 60050	$ 631,703.00 Summer 2024
Village of Wheeling CRC North Parking Lot	Wheeling Park District Matt Wehby, (847) 465-3333 100 Community Boulevard Wheeling, IL 60090	$ 510,732.00 Summer 2025
Oswego Fire Protection District Fire Station 2 Renovation	Lamp Incorporated Jay Schaack, (847) 741-7220 460 North Grove Avenue Elgin, IL 60120	$ 451,010.00 Spring 2025

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

Park District References
2025

Project	Owner or Construction Manager	Contract Amount / Year Completed
Wilmette Park District Gillson Park 2024 Site Improvement Project	Gewalt Hamilton Associates, Inc. Peter Lind, (847) 478-9700 625 Forest Edge Drive Vernon Hills, IL	$ 5,928,708.00 Summer 2025
LaGrange Park District New Parking Lot LaGrange	Cody/Braun and Associates, LLC Jeff Brauhn, (630) 632-1333 1822 Marne Road Bolingbrook, IL 60440	$ 2,103,140.00 Spring 2025
Wheaton Park District Community Center Parking Lot	Wheaton Park District Steve Hinchee, (630) 510-4976 1000 Manchester Road Wheaton, IL 60187	$ 1,687,923.00 Spring 2025
Butterfield Park District Glenbriar Park Phase III	Butterfield Park District Michael Hixenbaugh, (630) 858-2229 21W730 Butterfield Road Lombard, IL 60148	$ 1,001,395.00 Summer 2025
Buffalo Grove Park District Willow Stream Park South Parking Lot Reconstruction	Buffalo Grove Park District Tim Howe, (847) 850-2163 530 Bernard Drive Buffalo Grove, IL 60089	$ 860,787.00 Spring 2024
Naperville Park District 2024 Knoch Park Permeable Parking Lot Installation	Naperville Park District Peggy Motta, (630) 848-5013 320 West Jackson Avenue Naperville, IL 60540	$ 517,605.00 Fall 2024
Village of Wheeling CRC North Parking Lot	Wheeling Park District Matt Wehby, (847) 465-3333 100 Community Boulevard Wheeling, IL 60090	$ 510,735.00 Summer 2025
Batavia Park District Lacher Maintenance Facility	Batavia Park District Josh Wyant, 327 West Wilson Street Batavia, IL 60510	$ 404,120.00 Spring 2024

ABBEY Construction Co., Inc.
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www.abbeyco.inc

Tennis Court References
2025

Project	Owner or Construction Manager	Contract Amount / Year Completed
Oswego Community High School District 308 Tennis Court Rehabilitation at Oswego High & Oswego East High Schools	MeritCorp Group, LLC Todd Roberts, (630) 723-6970 422 Meridian Parkway, Suite 112 Aurora, IL 60504	$ 1,654,314.00 Summer 2024
West Aurora School District 129 West Aurora High School Tennis Court Rehabilitation 2024	MeritCorp Group, LLC Todd Roberts, (630) 723-6970 422 Meridian Parkway, Suite 112 Aurora, IL 60504	$ 1,231,860.00 Fall 2024
Lake Park Community High School District 108 Tennis Court Replacement at Lake Park East & West High Schools	ARCON Associates, Inc. Rene Cozzi, (630) 495-1900 2050 South Finley Road, Suite 40 Lombard, IL 60148	$ 1,205,229.00 Fall 2023
AE Stevenson High School District #125 AESHS Stevenson 2023 Summer Work - Tennis Courts	Gilbane Building Company Bridgette Gimpert, (312) 607-2449 8550 West Bryn Mawr Avenue, Suite 500 Chicago, IL 60631	$ 741,611.00 Fall 2023
School District U-46 Tennis Court Reconstruction at South Elgin High School	Hampton, Lenzini and Renwick Inc. Jeffrey Meindl, (847) 697-6700 380 Shepard Drive Elgin, IL 60123	$ 719,576.00 Fall 2021
Thornton Township High School District 205 Thornwood High School Tennis Court Replacement	Thornton Township High School District 205 William Garrett, (708) 225-4087 465 East 170th Street South Holland, IL 60473	$ 583,390.00 Fall 2024
Naperville Community Unit School District #203 Naperville North High School Tennis Courts	Byrne & Jones Sports Construction Dalton Pafford, (314) 254-9766 13940 St. Charles Rock Road Bridgeton, MO 63044	$ 66,095.00 Fall 2024
Wheaton College Wheaton College Tennis Courts	U.S. Tennis Court Construction Co. Mike Laniosz, (815) 588-3700 1301 Canal Street Lockport, IL 60441	$ 59,200.00 Summer 2023

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

January 1st, 2026

To Whom It May Concern:

Abbey Construction Co., Inc. has NOT had any filings for protection from creditors under federal bankruptcy laws and/or placement under receivership or similar restrictions in the last five years.

Abbey Construction Co., Inc. has NOT had any contracts terminated by Owner for non-performance in the past five years, except where not dure to material fault of the bidder.

Sincerely,

Michael T. Gillian

Michael T. Gillian
Chief Operating Officer/President

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

January 1st, 2026

To Whom It May Concern:

Abbey Construction Co., Inc. has NOT had any administrative proceeding or litigation filed against them in the past five years. Not any proceedings or actions taken by any governmental agency to debar or disqualify us from bidding on public contracts.

Abbey Construction Co., Inc. has NOT had any contracts terminated by Owner for non-performance in the past five years, except where not due to the material fault of the bidder.

Sincerely,

Michael T. Gillian

Michael T. Gillian
Chief Operating Officer/President

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

January 1st, 2026

To Whom It May Concern,

Abbey Construction Co., Inc. has been qualified to work in over 160 cities within the State of Illinois. Please see a few examples below.

- City of Chicago
  General Contractor's License Program
  PO Box 388249, Chicago, IL 60638
  P: 800-359-1313

- Village of Arlington Heights
  410 N Arlington Heights Road, Arlington Heights, IL 60004
  P: 847-506-7135

- Village of Channahon
  24555 S Navajo Drive, Channahon, IL 60410
  P: 815-467-6644

- Village of DeKalb
  164 East Lincoln Highway, DeKalb, IL 60115
  P: 815-748-2070

- Village of Oak Park
  123 Madison Street, Oak Park, IL 60302
  P: 708-358-5700

- Village of Schaumburg
  101 Schaumburg Court, Schaumburg, IL 60193
  P: 847-895-4500

Abbey Construction Co., Inc. can register with any given City or Village as requested by Client or General Contractor, as it pertains to each project.

Should you need further information, please do not hesitate to reach out to me.

Thank you,

Brandi M. Windhab

Brandi Windhab
Estimating Coordinator

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
www.abbeyco.inc

January 1st, 2026

To Whom It May Concern:

Over the past 44 years Abbey Construction Co., Inc. has become a leader in the site construction industry. Serving the Chicago Metropolitan Area, our customers include top general contractors and developers, public institutions, and private industrial and retail centers. Through emphasis on core values and key areas we have been able to rapidly grow from a small single focused contractor to a large corporation currently employing over 150 people and capable of projects ranging from simple lot resurfacing to complex site developments valued in the tens of millions.

Throughout our history we have tried to achieve premier status with our customers by offering solutions to specific problems in a professional manner. These solutions include value engineering, increase or decrease in scope and the ability to fill unforeseen labor needs with highly trained manpower when needed to achieve on time project completion. We take great pride in our flexible approach to site construction.

Individual development at Abbey Construction Co., Inc., is a core value. We have a long history of promotion from within as well as a culture that encourages individual responsibility. Today all employees have a stake in the continued success of Abbey Construction Co., Inc. In 2005 we became one hundred percent employee owned. As a result, we have been able to attract and retain a highly proficient work force and can clearly demonstrate how individual effort adds up to significant financial reward. Also, the formation of the Abbey ESOP provides a firm foundation for long term continuity and growth.

Abbey Paving currently employs 29 office staff, 15 field supervisors and 185 craftsmen. Abbey Construction Co., Inc. has nine project managers which are assigned when a contract is received.

The following list consists of the project manager's names and years of experience:

Name	Title	Years of Experience
Michael T. Gillian	President/Chief Operating Officer	27
Jeffrey Abel	CFO/Secretary/Treasurer	18
Owen Smith	Vice President of Sales	27
James Gillian	Vice President/Director of Safety	22
Cathy Graves	Vice President of Finance	15
Lenny Brenton	Superintendent	22
Mark Luedtke	Project Manager	21
Scott Helgesen	Project Manager	28
Jon Elliot	Senior Project Manager	17
Chris Saylor	Project Manager	8
Andrew Ewing	Project Manager	8
James Trinka	Project Manager	17
Henry Connelly	Project Manager	11
Henry Sipchen	Project Manager	2
Rochelle Skaggs	Pre-Construction Manager	12

Sincerely,

Michael T. Gillian
President/Chief Operating Officer

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
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Abbey Construction Co., Inc.

State of Illinois Certification Numbers

DUNS	103182747
Illinois Department of Unemployment Insurance	0799131-9
WC Bureau ID	120901249
Illinois Department of Human Resources	100918-00
Illinois State Sales Tax & Business License	1616-5772
NAICS	444-110
SIC	5211
Illinois Department of Transportation	0030
Illinois Capital Development Board	17202
Illinois Procurement Gateway	661955
Illinois State Board of Elections	14424

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630•585•7220
www.abbeyco.inc

January 1st, 2026

RE: **Corporate Officers & Signature Permissions**

To Whom It May Concern:

Regarding the signatures needed for contract related documents, the below Corporate Officers have full authorization to execute and approve any documents including, but not limited to, contract documents, change orders, waivers, purchase orders, etc.

- Michael T. Gillian - Chief Operating Officer/President
- Jeff Abel - Chief Financial Officer
- Owen Smith – Vice President of Sales
- James Gillian – Vice President
- Cathy Graves – Vice President of Finance

Sincerely,

Abbey Construction Co., Inc.

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
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Abbey Construction Co., Inc.
Apprenticeship and Training Certification

Program Sponsor	Apprenticeship & Training Certification Number
Construction & General Labor District Council	IL0170602
International Union of Operating Engineers Local No. 150	IL008780173
Cement Masons Local No. 502	IL8820041 IL0150492
Operative Plaster's & Cement Mason's International Association Local No. 11	IL00489005
Chicagoland Laborer's J.A.T.C.	IL017990001

ABBEY Construction Co., Inc.
Employee Owned

1949 County Line Road • Aurora, IL 60502
630-585-7220
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Union Affiliations & Agreement Expirations

Union	Agreement Expiration Date
Construction & General Laborers District	05/21/2026
Council of Chicago & Vicinity Fox Valley Heavy & Highway	 05/31/2026
Cement Masons Local 11 – Areas 161, 362, 638 Local 502	 05/31/2026 05/31/2026
Operating Engineers Local 150 Heavy Highway	 05/31/2027
Automobile Mechanics Local 702	05/31/2028
Teamsters Joint Council No. 25 Local 731	 05/31/2027
Chicago Regional Council of Carpenters Will County Chicagoland	 05/31/2029 05/31/2029

WINTRUST
COMMERCIAL BANKING
AT WHEATON BANK & TRUST COMPANY

May 11th, 2026

To Whom It May Concern:

Re: Bank Reference Letter — Abbey Construction Co., Inc.

Please be advised that Abbey Construction Co., Inc. is a valued client in good standing with Wheaton Bank & Trust Company, N.A. (A Wintrust Community Bank). Over the term of the relationship, Abbey Construction Co., Inc. has handled all accounts as agreed. Furthermore, we consider the principals to be very qualified and of the highest character, the Bank is submitting the following information regarding the banking relationship of Abbey Construction as 5/11/2026:

1.	Date Account Opened:	August 2017
2.	Average Checking Balance Information:	Modest seven figures
3.	Line of Credit Information:	
	a. Line of Credit Commitment:	$20,000,000
	b. Line of Credit Outstanding:	$200,000 *(including $200,000 in Standby Letters of Credit)*
	c. Line of Credit Availability:	$7,837,917 *(per 3/31/2026 Borrowing Base calculation)*
	d. Line of Credit Maturity Date	4/05/2028
4.	SBA 504 CREM	$1,348,148
5.	CREM	$3,196,667
6.	GLOC	$529,555
7.	Term	$1,600,618
8.	Term	$2,030,000
9.	Financial Covenants:	Debt Service Coverage Ratio ≥ 1.10x, testing quarterly on a trailing-twelve-month basis. Minimum Working Capital ≥ $5,000,000 on an annual basis. Minimum DSCR for 2359 Diehl Road Property ≥ 1.20x on an annual basis. Maximum Unfunded Capital Expenditures ≤ $1,500,000 for FY25 and thereafter.

All the Company's accounts have been maintained in a satisfactory manner. Wheaton Bank & Trust would recommend Abbey Construction Co., Inc. for any future business relationship. Should you have any immediate questions, please do not hesitate to reach out to me. My contact information is below.

Sincerely,

Rafael Lopez
Portfolio Manager
Construction, Engineering & Architectural Division
6262 S. Rt. 83 | STE 300 | Willowbrook, IL 60527
Direct: 773-954-6868 | Email: rlopez3@wintrust.com

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 ✓	1 ✓	0 ✓	2 ✓
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
3	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	3 ✓	(4) Poisoning	0 ✓
(2) Skin Disorder	0 ✓	(5) Hearing Loss	0 ✓
(3) Respiratory Condition	0 ✓	(6) All Other Illnesses	0 ✓

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Abbey Paving & Sealcoating Co., Inc.

Street: 1949 County Line Road

City: Aurora State: IL Zip: 60502

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1 6 1 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

OSHA No. 1178948

Annual average number of employees: 220

Total hours worked by all employees last year: 326,000 $$$

$$$: Consistent with prior years, the amount assumes 2,860 hours on average for PM's (52 weeks * 55 average hours per week).

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive — Jeffrey L. Abel — CFO (Title)

630-518-3204 (Phone) — 1/23/2024 (Date)

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Abbey Paving & Sealcoating Co., Inc.

City: Aurora State: IL

Identify the person				Describe the case		Classify the case												
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Perez, Hector (#46).	Mason	5/30/2023	Aero SPED TC (#3970)	Strained his lower back while trying to push a piece of concrete on jobsite				X			X					
2	Johnson, Brandon (#434).	Operator	9/29/2023	Autumn Ridge Apts (#4269)	Strained left shoulder while holding grab bar and stepping of paver at jobsite				X			X					
3	Nichols, Brian (#43).	Operator	10/09/2023	Richton Parks SD 162 (#4218).	Slipped while exiting the paver, heard "pop". Three small fractures, left ankle.		X			3		X					
4																	
5																	
6																	
7																	
8																	
9																	
					Page totals	*0*	*1*	*0*	*2*	*3*	*0*	*3*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

NC : Notes:

AA :

Last Updated: 1/18/2024

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	0	3
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
69	139
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	6	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Abbey Construction Co., Inc.

Street: 1949 County Line Road

City: Aurora State: IL Zip: 60502

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1 6 1 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

OSHA No. 1176948

Annual average number of employees: 278 (2024 Form W2's filed).

Total hours worked by all employees last year: 305,000 $$$

$$$: Consistent with prior years, the amount assumes 2,880 hours on average for PM's (52 weeks * 55 average hours per week)

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

CFO
Title

630-518-3204
Phone

1/31/2025
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12.

Form approved OMB no. 1218-0176

Case No.	Employee's Name	Job Title (e.g., Welder)	Date of injury or onset of illness (mo./day)	Where the event occurred (e.g. Loading dock north end)	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	the most serious outcome for that case				days the injured or ill		of illness					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1		General laborer	3/13/2024	Roof, Tesla Center 728-007 (#4439)	Operating a concrete pump hose, which struck his shoulder/back causing bruising				X			X					
2		General laborer	7/18/2024	SD303 St. Charles Bus Lot (#4599)	Hit by hose and knocked off water truck. Bruised left ribs, fractured right wrist		X			3	49	X					
3		General laborer	8/07/2024	Niles Culver Elementary (#4182)	Got foot caught in wire mesh and fell on right side. Torn right rotator cuff		X			83	60	X					
4		General laborer	9/13/2024	RMX Prairie Yard 8 (#4690)	2x4 concrete form hit left thumb above fingernail causing laceration				X	0	0	X					
5		General laborer	10/22/2024	Abbey shop area. Aurora, IL	Struck left knee with box cutter causing laceration				X	0	0	X					
6		Cement mason	10/30/2024	Prime Date Centers (#4314)	Bobcat bucket hit L hand. Open fracture L index finger, closed fracture L middle finger.		X			3	30	X					
					Page totals	***0***	***3***	***0***	***3***	***69***	***139***	***6***	***0***	***0***	***0***	***0***	***0***

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Last Updated: 1/31/2025

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2025

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	1	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
104	346
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Abbey Construction Co., Inc.

Street: 1949 County Line Road

City: Aurora State: IL Zip: 60502

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1 6 1 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

OSHA No. 1178948

Annual average number of employees: 241 (2025 Form W2's filed).

Total hours worked by all employees last year: 318,000 $$$

$$$: Consistent with prior years, the amount assumes 2,860 hours on average for PM's (52 weeks * 55 average hours per week).

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

CFO
Title

630-518-3204
Phone

1/26/2026
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2025

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to.

Form approved OMB no. 1218-0176

Case No.	Employee's Name	Job Title (e.g., Welder)	Date of injury or onset of illness (mo./day)	Where the event occurred (e.g. Loading dock north end)	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Check the most serious outcome for that case:				Enter days the injured or ill		Check the most serious illness:					
						Death	Days away from work	Remained at work: Job transfer or restriction	Remained at work: Other record-able cases	Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1		General Laborer	3/14/2025	Bradley Sports 32B (4619). Bradley, IL.	Was swinging a maul and felt a soreness in his R shoulder. Shoulder/trapezius strain.				X		11	X					
2		General Laborer	3/22/2025	Bradley Sports 32B (4619). Bradley, IL.	Was using a electric drill when the bit bound up, torguing his R shoulder. Partial tear.		X			104	162	X					
2		Cement Mason.	5/20/2025	Plainfield Public Library (4509). Plainfield, IL.	Was finishing concrete on stairs when slider slid, causing him to fall. Left rotator cuff tear.		X				173	X					
2		General Laborer	9/22/2025	Habitat for Humanity (4849). Aurora, IL.	Attempted to lift larger pieces of concrete in the chute, felt a wrenching in right shoulder.			X				X					
					Page totals	***0***	***2***	***1***	***1***	***104***	***346***	***4***	***0***	***0***	***0***	***0***	***0***

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | Hearing Loss (5) | All other illnesses (6)

Last Updated: 1/26/2026

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TransGuard Insurance Company of America	28886
INSURER B : Zurich American Insurance Company	16535
INSURER C : Starr Indemnity and Liability	38318
INSURER D : Illinois Union Insurance Company	27960
INSURER E :	
INSURER F :	

INSURED ABBEPAV-03
Abbey Paving & Sealcoating Co., Inc.
Abbey Paving Company
Abbey Construction Co., Inc.
1949 County Line Road
Aurora IL 60502

COVERAGES **CERTIFICATE NUMBER:** 270489942 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			GLO2394716-07	3/1/2026	3/1/2027	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP2394717-07	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			1000588840261	3/1/2026	3/1/2027	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000						*FOLLOWS FORM*	$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2394715-07	3/1/2026	3/1/2027	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased & Rented Equipment			IMP4002187-02	3/1/2026	3/1/2027	Limit:	$150,000
D	Pollution Liability (Mold Incl.)			G72566208 003	3/1/2026	3/1/2027	Limit:	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: BAP 2394717-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ABBEY PAVING & SEALCOATING COMPANY, INC.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2011

POLICY NUMBER: BAP2394717-07

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ABBEY PAVING & SEALCOATING COMPANY, INC.

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

POLICY NUMBER: GLO 2394716-07

COMMERCIAL GENERAL LIABILITY
CG 20 28 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): **Only those required by written contract or agreement, executed prior to loss, except where prohibited by law**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Wolters Kluwer Financial Services | Uniform Forms™

Other Insurance Amendment – Primary And Non-Contributory

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 2394716 - 07	03/01/2026	03/01/2027		24332000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Abbey Construction Company, Inc.

Address (including ZIP Code): 1949 County Line Rd
Aurora, IL 60502-7704

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Waiver Of Subrogation (Blanket) Endorsement

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 2394716 - 07	03/01/2026	03/01/2027		24332000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No WC 2394715-07 Endorsement No

Insured Abbey Paving & Sealcoating Co., Inc. Premium $

Insurance Company Zurich American Insurance Company Countersigned by Neil R. Hughes

Copyright 1983 National Council on Compensation Insurance, Inc.

HUB International Midwest
1411 Opus Place, Suite 450
Downers Grove, IL 60515
(630) 468-5600
www.hubinternational.com

January 5, 2026

RE: Abbey Construction Co., Inc.

To Whom It May Concern:

HUB International Midwest Limited, together with Fidelity and Deposit Company of Maryland, has an established Bond Program in place for Abbey Construction Co., Inc., since 2006. Our Bond Program to service the bonding needs of Abbey Construction Co., Inc. includes $30 million single bond support with aggregate work programs of $100 million plus.

Please be advised that should Abbey Construction Co., Inc. be awarded a project with the firm and enters an acceptable contract, Fidelity and Deposit Company of Maryland will issue the required Performance and Payment Bonds conditioned upon favorable review and acceptance of the final contract, evidence of the Owner's full financing, and use of the AIA, or equivalent, bond forms.

We have every confidence in Abbey Construction Co., Inc. and its organization and likewise recommend them for your favorable consideration.

Sincerely,
Fidelity and Deposit Company of Maryland

Martin Moss, Attorney-in-Fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Martin MOSS, Tariese M. PISCIOTTO, Kelly A. GARDNER, Melissa SCHMIDT, Stasha KING, Jennifer J. MCCOMB, James I. MOORE of Downers Grove, Illinois,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York , the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland , and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland , in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 04th day of April, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 04th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of January, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On January 5, 2026, before me, Diane M. Rubright, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Martin Moss, known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2027

Diane M Rubright

Diane M. Rubright, Notary Public
Commission No. 817036

OFFICIAL SEAL
DIANE M RUBRIGHT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3/23/27

HUB International Midwest
1411 Opus Place, Suite 450
Downers Grove, IL 60515
(630) 468-5600
www.hubinternational.com

January 5, 2026

Abbey Construction Co., Inc.
1949 County Line Road
Aurora, IL 60502

RE: A. M. Best Rating

To Whom It May Concern:

Please be advised thar the above insured's insurance companies are currently rate B+ or higher by A.M. Best Company.

Please feel free to contact me should you have any questions.

Sincerely,

Amy Wickett

Amy Wickett
Senior Vice President

ZURICH

January 5, 2026

Re: Abbey Construction Co., Inc.

To Whom It May Concern:

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Abbey Construction Co., Inc. for single projects of $30,000,000 and an aggregate uncompleted backlog of $100,000,000. Zurich/F&D is rated "A+" (Excellent) with a financial size category of "XV" by AM Best and has a U.S. Treasury Limit of $563,120,000 million as of 1/5/2026. In our current dealings with Abbey Construction Co., Inc. there have been no bid bond claims in the last five years, and there are no outstanding bond claims or unresolved invoices.

If Abbey Construction Co., Inc. is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Abbey Construction Co., Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,
Zurich American Insurance Company
Fidelity and Deposit Company of Maryland

Stacey Rice

Stacey Rice
Assistant Vice President, Underwriting Officer Surety

HUB International.com

1411 Opus Place• Suite 450
Downers Grove, IL 60515
Toll-free: 888-236-9514

hubinternational.com

December 30, 2025

Abbey Construction Co., Inc.
1949 County Line Road
Aurora, IL 60502

RE: Experience Modification Rate History

To Whom it may concern:

Please be advised that Abbey Construction Co.'s Workers Compensation Experience Modification Ratings for 2026 and the previous five years are as follows:

Policy Term	Experience Rating
3/1/26 – 3/1/27	.69
3/1/25 – 3/1/26	.74
3/1/24 – 3/1/25	.88
3/1/23 – 3/1/24	.97
3/1/22 – 3/1/23	.98
3/1/21 – 3/1/22	.93

If you should have any questions or require any additional information, please feel free to contact me directly.

Sincerely,

Jim Curylo

Jim Curylo, CIC
Senior Vice President
Construction Practice
HUB International
Jim.Curylo@hubinternational.com

ABBEY PAVING CO., INC.
2026 - 2027
Wage Benefit
Valid Through 5/31/2027

Classification	Wage	Union Benefits		FICA 7.65% (Soc 6.2% Medicare 1.45%)	FUTA/SUTA (.006, .07050)	Workers Comp $3.23 (per $100) NO PREMIUM	Vacation	General Liability $8.38 (per $1,000)	Rates		
									Total/Hour	Overtime Rate / Hour	Doubletime Rate / Hour
6-Wheeler Driver *	$47.80	$30.77		$3.66	$3.66	$1.51		$0.40	$87.79	$115.55	$143.31
Semi Driver *	$48.00	$30.77		$3.67	$3.67	$1.52		$0.40	$88.03	$115.91	$143.78
Laborer	$53.00	$39.45		$4.05	$4.05	$1.67		$0.44	$102.68	$133.45	$164.23
Foreman	$54.15	$39.45		$4.14	$4.14	$1.71		$0.45	$104.05	$135.49	$166.94
Class I Operator (**standard**)	$67.00	$52.93	V	$5.13	$5.13	$2.12	$2.00	$0.56	$134.86	$173.76	$212.67
Class II Operator	$66.45	$52.93	V	$5.08	$5.08	$2.10	$2.00	$0.56	$134.20	$172.79	$211.38
Class III Operator	$64.40	$52.93	V	$4.93	$4.93	$2.03	$2.00	$0.54	$131.76	$169.15	$206.55
Class IV Operator	$63.00	$52.93	V	$4.82	$4.82	$1.99	$2.00	$0.53	$130.09	$166.67	$203.25
Cert Operator (use as foreman)	$69.00	$52.93	V	$5.28	$5.28	$2.18	$2.00	$0.58	$137.24	$177.31	$217.38
Chicago Carpenters (**journeyman**)	$58.51	$44.36	V	$4.48	$4.48	$1.85	$3.03	$0.49	$117.19	$151.17	$185.14
Chicago Carpenters (**foreman**)	$60.51	$44.36	V	$4.63	$4.63	$1.91	$3.03	$0.51	$119.58	$154.71	$189.85
Geneva Carpenters (**journeyman**)	$58.51	$44.95	V	$4.48	$4.48	$1.85	$2.43	$0.49	$117.18	$151.16	$185.13
Geneva Carpenters (**foreman**)	$60.51	$44.95	V	$4.63	$4.63	$1.91	$2.43	$0.51	$119.57	$154.70	$189.84
Will Co. Carpenters (**journeyman**)	$58.51	$47.88	V	$4.48	$4.48	$1.85	$2.56	$0.49	$120.24	No OT Allowed	$188.19
Will Co. Carpenters (**foreman**)	$64.36	$47.88	V	$4.92	$4.92	$2.03	$2.56	$0.54	$127.22	No OT Allowed	$201.97
Masons 502 (**journeyman**)	$57.10	$44.14		$4.37	$4.37	$1.80		$0.48	$112.26	$147.92	$183.57
Masons 502 (**foreman**)	$60.60	$44.14		$4.64	$4.64	$1.91		$0.51	$116.43	$154.12	$191.81
Masons 11 (Local 161) **Journ**	$51.15	$50.16		$3.91	$3.91	$1.62		$0.43	$111.18	$148.98	$186.78
Masons 11 (Local 161) **Fore**	$54.65	$50.16		$4.18	$4.18	$1.73		$0.46	$115.36	$155.19	$195.02
Masons 11 (Local 362) **Journ**	$51.62	$49.57		$3.95	$3.95	$1.63		$0.43	$111.15	$146.18	$184.19
Masons 11 (Local 362) **Fore**	$55.12	$49.57		$4.22	$4.22	$1.74		$0.46	$115.33	$152.38	$192.43
Masons 11 (Local 638) **Journ**	$53.15	$48.02		$4.07	$4.07	$1.68		$0.45	$111.43	$149.42	$187.42
Masons 11 (Local 638) **Fore**	$56.65	$48.02		$4.33	$4.33	$1.79		$0.47	$115.60	$155.63	$195.66

Note 1: The Company's "mod rating" for WC decreased to .69 (from .74), **effective 3/01/26**. ***As noted above, the NCCI mod rating no longer impacts WC & GL rates from NCI.***
Note 2: Change approved by Owen - Overhead and Profit removed
Note 3: Consistent with prior years, Teamsters are no longer provided vacation.
Note 4: The OT and DT for all masons are adjust due to increases of fringe benefits per the unions. This is due to CM502 Annuity Fund increase and Masons 11 Tax Deferred Income Fund
* : ***Consistant to prior year, there is now a specific General Liability rate for both "drivers" and "clerical" classifications.***
$: **The rate for WC ($3.158) is per $100 in payroll. *The rate for GL (8.38) is per $1,000.***
V : Consistent with prior years, this amount excludes ""Vacation Fund" (as it is backed out).

Last Updated:	**6/1/2026**	New union wages
Last Reviewed:	**6/1/2026**	New union wages
Next Update:	**1/1/2027**	New tax rated effective 01/01/26

FUTA 2026 Wage Max: **$7,000.00** ***Same maximum as prior year.***
SUI 2026 Wage Max: **$14,250.00** ***Increases by $334.00 from prior year.***

File Number 5270-865-6

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ABBEY CONSTRUCTION CO., INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 09, 1982, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 19TH *day of* JANUARY ***A.D.*** 2026 .

Authentication #: 2601901264 verifiable until 01/19/2027
Authenticate at: https://www.ilsos.gov

Alexi Giannoulias
SECRETARY OF STATE

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

ABBEY CONSTRUCTION CO INC

1949 COUNTY LINE RD
AURORA IL 60502-7704

Loc. Code: 022-0042-2-001
Aurora (DuPage)

DuPage County

Expiration Date:
1/1/2027

Certificate of Registration

Sales and use taxes and fees

(1616-5772)

ILLINOIS REVENUE

Director

OFFICIAL DOCUMENT

Issued Date: 11/04/2025

IDOR-50-A (R-11/23)

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 0030

Abbey Construction Co., Inc.
1949 County Line Road Aurora, IL 60502

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED $106,899,000.00

001	EARTHWORK	$8,800,000	
005	HMA PAVING	$26,300,000	B
017	CONCRETE CONSTRUCTION	$64,825,000	
08A	AGGREGATE BASES & SURF. (A)	$7,450,000	

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/4/2026 TO 4/30/2027 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 5/4/2026.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

Engineer of Construction

IL 494-0645

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Central Park Tennis Court Renovation
1300 Forest Gate Road
Oak Brook, IL 60523

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

Upland Design Ltd.
24042 Lockport Street, Suite 200
Plainfield, IL 60544

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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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.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Owner and delivered to the Architect upon final acceptance of the Work and before the submission of request for final payment in accordance with Section 9.8.6. Except as otherwise provided elsewhere in the Contract Documents, or in any Certificate of Substantial Completion approved by Owner and Contractor and/or Subcontractor, as applicable, all warranties shall become effective on the date of final acceptance of the entire Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 If materials or equipment are replaced during the original warranty period, a new warranty period thereon shall then begin from the date that such corrective action is completed and approved.

§ 3.5.4 For concrete work, warranty protection for a repaired item shall be for twenty-four months after final acceptance of concrete work or the length of the original warranty period, whichever is longer. This will cover structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting high industry standards will be removed and replaced at no charge to the Owner.

§ 3.5.5 Defective materials, equipment or workmanship occurring within the warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replaced with new materials, equipment or workmanship complying with the Contract Documents.

§ 3.5.6 Correction of defective or non-conforming Work shall include, in addition to that described in Article 12, any damage to the Project or other property that may result from such defective or nonconforming Work or from such corrective action, including without limitation any damage to any contents, to the work of other contractors, or to adjacent property.

§ 3.5.7 The warranty provided in this Paragraph 3.5 shall be in addition to and not in limitation of, any other warranty or remedy required under the Contract Documents or under applicable law.

§ 3.6 Taxes

The Owner is tax-exempt. Notwithstanding, the Contractor shall pay any applicable sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

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§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 Contactor shall indemnify Owner, its officers, employee, volunteer and agents and the Architect and its employees and consultants in accordance with the Supplementary General Conditions.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The Contractor hereby knowingly and intentionally waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp*., 146 Ill.2nd 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner and Architect is not limited by the so called "Kotecki Cap". The Contractor shall include this provision in each of its Subcontract agreements and shall require its Subcontractors to be so bound.

§ 3.18.4 The Contractor shall include in each and every Subcontract with any and all Subcontractors and/or material suppliers performing Work and require each and every Subcontractor and/or material supplier performing Work to agree to be bound this Article 3.18.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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.

§ 4.2.7 The Architect will 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 conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the

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Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

Each Subcontractor acknowledges: (1) that the Owner is a direct intended third party beneficiary of each Subcontract between the Contractor and Subcontractor; and (2) that notwithstanding any contract provision to the contrary, Subcontractor shall be bound to perform the Work in accordance with the Contract Documents;.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

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§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 No Change Order shall be approved or paid unless preceded by a written direction for the Change Order is provided by the Owner. This requirement cannot be waived by conduct, custom, or practice with respect to this Project or other projects. There shall be no implied or constructive change orders.

§ 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by a cause that (1) was reasonably unforeseeable to the Contractor; and (2) is not within the Contractor's control, then the Contract Time shall be equitably extended and such extension shall be reduced to a Change Order.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Extension of Contract Time pursuant to this Article 8 shall be the Contractor's sole and exclusive remedy for delay.

§ 8.3.4 Extension of Contract Time resulting from Changes in the Work shall be negotiated into respective Change Orders. Whenever the Contractor seeks an adjustment in the Contract Time as part of a Claim or Change Order, the Contractor shall justify the request with proper written reference to the approved construction schedules. All executed Change Orders shall be deemed to include adjustments in the Contract Time, if any, resulting from the underlying Change in the Work.

§ 8.3.5 In addition to other rights and remedies set forth elsewhere in the Contract Documents, the Contractor shall reimburse the Owner for all Architect's fees and expenses for additional services necessitated by (1) Contractor's failure to achieve Substantial Completion within the time established in the Contract Documents; (2) for more than one inspection to determine Substantial Completion; and (3) for more than one inspection to determine Final Completion.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of

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requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

All Applications for Payment shall be accompanied by lien waivers from the Contractor and applicable Subcontractors. The lien waivers, when taken together, shall equal the sum due and paid under the immediately preceding Application for Payment, and shall be effective through the submittal date of the immediately preceding Application. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; lien waivers in a form acceptable to Owner; together with all other documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

§ 9.3.5 All Applications for Payment shall be accompanied by the Contractor's and Subcontractors' certified payrolls as required by the Illinois Prevailing Wage Act, 820 ILCS 130/5.

§ 9.3.6 Submission of properly executed lien waivers, affidavits, and the certified payrolls shall be conditions precedent to certification of the respective Application for Payment. Failure to supply waivers of lien or acceptable evidence of payment, affidavits and certified payroll of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within fourteen days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount

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certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made, or if any other condition precedent to payment has not occurred. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 If Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest will be paid on payments withheld

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law. In the sole discretion of the Owner, if the Contractor fails to furnish evidence as required by this Section, the Owner has the right, but not the obligation, to pay Subcontractors and suppliers directly.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner either does not reject the Architect's recommendations for the Certificate of Payment or does not pay the Contractor within ten days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of final acceptance by Owner unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and final releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner along with the final submittal of certified payroll as provided by Section 5 of the Prevailing Wage Act, 820 ILCS 130/5. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to

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the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the Work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

§ 9.10.4
(Paragraphs deleted)
Reserved

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. Contractor shall be responsible for securing all tools, materials and equipment left on site.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the

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extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18. The Owner reserves the right to restore any such property and deduct from payments then or thereafter due Contractor the cost of restoring such property, including compensation to the Owner for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Owner.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Reserved.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Supplementary Conditions or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Thirty (30) prior to the cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 PROPERTY INSURANCE

§ 11.2.1 Unless otherwise provided, the Owner shall maintain property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work. Notwithstanding any provision contained in Section 11.2, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

§ 11.2.2 Property insurance shall be on a course of construction policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, windstorm, testing and start-up, temporary buildings and debris removal, including demolition, and shall cover reasonable compensation for the Architect's, any of the Owner's consultants' services and expenses required as a result of such insured loss. Owner shall not be required to provide coverage for other perils unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover Contractor's, Subcontractor's or Sub-subcontractor's liability or any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring or other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

§ 11.2.3 The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

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§ 11.2.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and paid for by Owner after written approval of the Owner at the value established in the approval, and also portions of the Work in transit and paid for by Owner.

§ 11.2.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.2.6 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3 Reserved.

(Paragraph deleted)

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall deposit with the Owner before commencing any Work an *AIA A312-2010 Performance Bond and Payment Bond*, or such other form as approved by Owner, for 110% of the Contract Sum, guaranteeing the faithful performance of the work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage in accordance with Article 16.5, and guarantee correction of work. The Surety must be approved by the Owner and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.*, and with all provisions of this Article 11. The Contractor and all subcontractors shall name the Owner as an obligee on all bonds.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 If at any time the Owner shall become reasonably dissatisfied with any surety, or for any other reason such bonds shall cease to be adequate security for the Owner, Contractor shall, within five (5) days after notice to do so, substitute acceptable bonds in such form and sum and signed by such other surety or sureties as may be reasonably satisfactory to the Owner. No further payment shall be deemed due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications.

(Paragraphs deleted)

§ 11.4.4 All performance and payment bonds required by this Article 11 shall be deemed modified to the extent to be consistent with this Article 11. A certified copy of the power of attorney from the surety company stating that the person executing the bond is duly authorized by the surety to execute the bond shall be attached to the bond.

§ 11.4.5 Whenever the Contractor shall be and is declared by the Owner to be in default under the Construction Contract, the surety shall be responsible to compensate the Owner for the following costs incurred by the Owner as they result from the default: 1) any and all extra work and/or corrective work, 2) additional Architect costs, 3) accounting costs, 4) legal costs and reasonable attorneys' fees, 5) testing, consulting, and other engineering costs, 6) any other costs necessarily incurred and resulting from the default. Notwithstanding, the surety's obligations shall not exceed the penal sum of the bond.

§ 11.4.6 All terms and conditions of all Contract Documents, including these A201 general conditions, as amended, shall be deemed incorporated by reference into each bond furnished in connection with this Article 11. In case of any conflict between any provision of any performance or payment bond and the Contract Documents, the provisions of the Contract Documents shall prevail to the extent of such conflict.

§ 11.4.7 Any provision of any bond purporting to create a condition precedent for Owner not otherwise contained in the Contract Documents, or which otherwise purports to abrogate or nullify the Owner's rights or remedies otherwise

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available in contract, law, or equity, is void. If any provision of any bond purports to shorten the period of limitations and/or the period of repose as provided in Section 13-214 of the Code of Civil Procedure, 735 ILCS 5/13-214, or if any provision of any bond purports to shorten any other applicable statute of limitation or repose, such provision of such bond shall be null and void, but all other provisions of such bond shall remain enforceable.

§ 11.4.8 In the event any surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or is declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Owner be insolvent, the Contractor shall immediately upon request by the Owner furnish and maintain other bonds satisfactory to the Owner. No further payment shall be due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications.

§ 11.4.9 No surety shall assert solvency of its principal or its principal's denial of default as a defense to any claim under any bond furnished in accordance with this Article 11.

§ 11.4.10 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended on specific items of Work identified as defective, and such extension shall commence upon the performance of corrective Work by the Contractor pursuant to this Section 12.2. Such extension shall expire one year from the date of completion of such corrective Work.

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§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so by express written notice to the Contractor instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest only in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to prosecute promptly and diligently complete the Work or fails to supply enough properly skilled workers or proper materials;

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.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 the Contractor institutes proceedings or consents to proceedings requesting relief under the Federal Bankruptcy Act or any similar federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor, Subcontractor, or Sub-subcontractor and such petition is not dismissed within sixty (60) days from the date of filing, or if the Contractor, Subcontractor, or Sub-subcontractor admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of such bankruptcy or insolvency;

.5 the Contractor abandons the Work;

.6 the Contractor submits an Application for Payment, sworn statement, waiver of lien, certified payroll, affidavit or other document of any nature whatsoever which is intentionally falsified or which the Contractor knows to contain a false statement;

.7 a mechanic's or materialman's lien or notice of lien or claim of lien is filed against any part of the Work, the public funds allocated for the Work, or on the site of the Project, if after written demand by the Owner such lien is not promptly released or satisfied; or

.8 otherwise is guilty of breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

If requested by the Owner, the Contractor shall remove any part or all of his equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in the event of the Contractor's failure to so, the Owner shall have the right to remove or store, or remove and store, such equipment, machinery and supplies at the Contractor's expense

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.2.5 The Owner's right to terminate the Contract pursuant to Section14.2 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract pursuant to Section 2.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and

.4 Immediately assign to the Owner any sub-contractual assignments requested by the Owner pursuant to Section 5.4.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim and timely notice is a condition precedent to any recovery or relief by Contractor on such Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given, and such notice is a condition precedent to any recovery or relief by Contractor on such Claim. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. For Claims for Additional Time, to the extent that an equitable extension of Contract Time is warranted, such extension shall be the Contractor's sole and exclusive remedy.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.5.3 For all Claims for Additional Time, the Contractor shall support such Claims in the same manner as supporting additional time for Change Orders. To the extent any Claim is approved by Owner, the Claim shall be reduced in writing by Change Order prior to Contractor proceeding with the Work subject to the Claim.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor waives Claims against Owner for consequential damages arising out of or relating to this Contract. Except as otherwise provided herein, this waiver includes

> damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This waiver is applicable, without limitation, to all consequential damages due to Owner's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision
§ 15.2.0 As used in this Section 15.2 and its subparts, "Claims" refers only to Claims by the Contractor, and does not include Claims by the Owner.

§ 15.2.1 Claims by the Contractor ("Claims"), excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Owner will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to non-binding mediation or litigation, as the case may be of any Claim initiated by Contractor and arising prior to the date final payment is due. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within twenty days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision

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Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall not be binding.

§ 15.2.6 Reserved.

(Paragraph deleted)
§ 15.2.7 Reserved.
§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to Owner's right to elect non-binding mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 In the event Owner elects non-binding mediation to resolve a claim, dispute or other matter, the parties shall endeavor to resolve their Claims by non-binding mediation in accordance with this section 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 the Agreement. A request for non-binding mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the non-binding mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, non-binding 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..

(Paragraphs deleted)
§ 15.4

(Paragraph deleted)
§ 15.4.1.1 Reserved

(Paragraphs deleted)
§ 15.4.2 In the event Owner does not elect non-binding mediation, the method of dispute resolution shall be litigation. In the event of any litigation or non-binding mediation between the parties hereunder, the Contractor shall pay the Owner's reasonable attorneys' fees and court costs to the extent the court or tribunal determines the Owner is the prevailing party.

ARTICLE 16 • COMPLIANCE WITH LAWS
§ 16.1 The Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement.

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§16.2 The Contractor shall maintain and shall require its Subcontractors to maintain policies of employment in accordance with the Contract Documents.

§16.3 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to a person's ability to perform the essential functions of the job, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, c:itizenship status, age, physical or mental handicap or disability unrelated to a person's ability to perform the essential function of the job, military status or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain Department's rules and regulations.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract. The Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Owner and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible (or contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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§16.4 During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

§16.5 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.)* requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the Work is performed as determined by the Illinois Department of Labor for the month in which the Work is performed including but not limited to all laborers, workers and mechanics. All

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contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following: http://labor.illinois.gov/. The Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract. a stipulation that the subcontractor shall not pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than 5 years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the 10th day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or she has examined the certified payroll and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate· of hourly wages required by this Act: and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section *5* of the Prevailing Wage Act, 820 ILCS 130/5 (2004, as amended by P.A. 94-515). The Park District may, at its option, immediately terminate the Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (l) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, and mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(l) to the Owner, and its officers and agent.

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PAGE 1

Central Park Tennis Court Renovation
1300 Forest Gate Road
Oak Brook, IL 60523

...

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

...

(Name, legal status and address)

Upland Design Ltd.
24042 Lockport Street, Suite 200
Plainfield, IL 60544

PAGE 11

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and~~ Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim ~~a~~ copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with ~~the~~ this Project is not to be construed as publication in derogation of the ~~Architect's or Architect's consultants'~~ Owner's reserved rights.

...

The parties ~~shall~~ may agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. If the parties agree to protocols governing the transmission and use of Instruments of Service and other documents in digital form, the parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or a similar form, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ 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

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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.

PAGE 15

All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Owner and delivered to the Architect upon final acceptance of the Work and before the submission of request for final payment in accordance with Section 9.8.6. Except as otherwise provided elsewhere in the Contract Documents, or in any Certificate of Substantial Completion approved by Owner and Contractor and/or Subcontractor, as applicable, all warranties shall become effective on the date of final acceptance of the entire Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern.

§ 3.5.3 If materials or equipment are replaced during the original warranty period, a new warranty period thereon shall then begin from the date that such corrective action is completed and approved.

§ 3.5.4 For concrete work, warranty protection for a repaired item shall be for twenty-four months after final acceptance of concrete work or the length of the original warranty period, whichever is longer. This will cover structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting high industry standards will be removed and replaced at no charge to the Owner.

§ 3.5.5 Defective materials, equipment or workmanship occurring within the warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replaced with new materials, equipment or workmanship complying with the Contract Documents.

§ 3.5.6 Correction of defective or non-conforming Work shall include, in addition to that described in Article 12, any damage to the Project or other property that may result from such defective or nonconforming Work or from such corrective action, including without limitation any damage to any contents, to the work of other contractors, or to adjacent property.

§ 3.5.7 The warranty provided in this Paragraph 3.5 shall be in addition to and not in limitation of, any other warranty or remedy required under the Contract Documents or under applicable law.

The Owner is tax-exempt. Notwithstanding, the Contractor shall pay any applicable sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are ~~received or negotiations concluded,~~ received, whether or not yet effective or merely scheduled to go into effect.

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§ 3.18.1 ~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~Contactor shall indemnify Owner, its officers, employee, volunteer and agents and the Architect and its employees and consultants in accordance with the Supplementary General Conditions.

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...

§ 3.18.3 The Contractor hereby knowingly and intentionally waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp*., 146 Ill.2nd 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner and Architect is not limited by the so called "Kotecki Cap". The Contractor shall include this provision in each of its Subcontract agreements and shall require its Subcontractors to be so bound.

§ 3.18.4 The Contractor shall include in each and every Subcontract with any and all Subcontractors and/or material suppliers performing Work and require each and every Subcontractor and/or material supplier performing Work to agree to be bound this Article 3.18.

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Each Subcontractor acknowledges: (1) that the Owner is a direct intended third party beneficiary of each Subcontract between the Contractor and Subcontractor; and (2) that notwithstanding any contract provision to the contrary, Subcontractor shall be bound to perform the Work in accordance with the Contract Documents;.

PAGE 25

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

...

§ 7.3.11 No Change Order shall be approved or paid unless preceded by a written direction for the Change Order is provided by the Owner. This requirement cannot be waived by conduct, custom, or practice with respect to this Project or other projects. There shall be no implied or constructive change orders.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by ~~(1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay,~~ a cause that (1) was reasonably unforeseeable to the Contractor; and (2) is not within the Contractor's control, then the Contract Time shall be ~~extended for such reasonable time as the Architect may determine.~~equitably extended and such extension shall be reduced to a Change Order.

...

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Extension of Contract Time pursuant to this Article 8 shall be the Contractor's sole and exclusive remedy for delay.

§ 8.3.4 Extension of Contract Time resulting from Changes in the Work shall be negotiated into respective Change Orders. Whenever the Contractor seeks an adjustment in the Contract Time as part of a Claim or Change Order, the Contractor shall justify the request with proper written reference to the approved construction schedules. All executed

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Change Orders shall be deemed to include adjustments in the Contract Time, if any, resulting from the underlying Change in the Work.

§ 8.3.5 In addition to other rights and remedies set forth elsewhere in the Contract Documents, the Contractor shall reimburse the Owner for all Architect's fees and expenses for additional services necessitated by (1) Contractor's failure to achieve Substantial Completion within the time established in the Contract Documents; (2) for more than one inspection to determine Substantial Completion; and (3) for more than one inspection to determine Final Completion.

PAGE 27

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ Such applications may include requests for payment on account of changes in the Work that have been properly authorized ~~by Construction Change Directives, or~~ by ~~interim determinations of the Architect, but not yet included in~~ Change Orders.

...

All Applications for Payment shall be accompanied by lien waivers from the Contractor and applicable Subcontractors. The lien waivers, when taken together, shall equal the sum due and paid under the immediately preceding Application for Payment, and shall be effective through the submittal date of the immediately preceding Application. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; lien waivers in a form acceptable to Owner; together with all other documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

§ 9.3.5 All Applications for Payment shall be accompanied by the Contractor's and Subcontractors' certified payrolls as required by the Illinois Prevailing Wage Act, 820 ILCS 130/5.

§ 9.3.6 Submission of properly executed lien waivers, affidavits, and the certified payrolls shall be conditions precedent to certification of the respective Application for Payment. Failure to supply waivers of lien or acceptable evidence of payment, affidavits and certified payroll of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

§ 9.4.1 The Architect will, within ~~seven~~ fourteen days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

PAGE 28

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be ~~made.~~ made, or if any other condition precedent to payment has not occurred. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

...

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§ 9.5.2 ~~When either party~~ If Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, ~~that party~~ Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest will be paid on payments withheld

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law. In the sole discretion of the Owner, if the Contractor fails to furnish evidence as required by this Section, the Owner has the right, but not the obligation, to pay Subcontractors and suppliers directly.

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ~~seven~~ fourteen days after receipt of the Contractor's Application for Payment, or if the Owner ~~does not pay the Contractor within seven~~ either does not reject the Architect's recommendations for the Certificate of Payment or does not pay the Contractor within ten days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of ~~Substantial Completion of the Work or designated portion thereof~~ final acceptance by Owner unless otherwise provided in the Certificate of Substantial Completion.

...

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and final releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated ~~by the Owner.~~ by the Owner along with the final submittal of certified payroll as provided by Section 5 of the Prevailing Wage Act, 820 ILCS 130/5. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If

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the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the Work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

§ 9.10.4 ~~The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~
~~**.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
~~**.2** failure of the Work to comply with the requirements of the Contract Documents;~~
~~**.3** terms of special warranties required by the Contract Documents; or~~
~~**.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~Reserved

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§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. Contractor shall be responsible for securing all tools, materials and equipment left on site.

...

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18. The Owner reserves the right to restore any such property and deduct from payments then or thereafter due Contractor the cost of restoring such property, including compensation to the Owner for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Owner.

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§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~Reserved.

PAGE 33

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the ~~Agreement~~ Supplementary Conditions or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

...

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual~~ Thirty (30) prior to the cancellation or expiration of any

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insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

~~**§ 11.2 Owner's Insurance**~~
§ 11.2 PROPERTY INSURANCE

§ 11.2.1 ~~The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~ Unless otherwise provided, the Owner shall maintain property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work. Notwithstanding any provision contained in Section 11.2, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

§ 11.2.2 ~~**Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~ Property insurance shall be on a course of construction policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, windstorm, testing and start-up, temporary buildings and debris removal, including demolition, and shall cover reasonable compensation for the Architect's, any of the Owner's consultants' services and expenses required as a result of such insured loss. Owner shall not be required to provide coverage for other perils unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover Contractor's, Subcontractor's or Sub-subcontractor's liability or any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring or other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

§ 11.2.3 ~~**Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~ The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

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§ 11.2.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and paid for by Owner after written approval of the Owner at the value established in the approval, and also portions of the Work in transit and paid for by Owner.

§ 11.2.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.2.6 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3 ~~Waivers of Subrogation~~**Reserved**.

~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall deposit with the Owner before commencing any Work an *AIA A312-2010 Performance Bond and Payment Bond*, or such other form as approved by Owner, for 110% of the Contract Sum, guaranteeing the faithful performance of the work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage in accordance with Article 16.5, and guarantee correction of work. The Surety must be approved by the Owner and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.*, and with all provisions of this Article 11. The Contractor and all subcontractors shall name the Owner as an obligee on all bonds.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~**11.4.3** If at any time the Owner shall become reasonably dissatisfied with any surety, or for any other reason such bonds shall cease to be adequate security for the Owner, Contractor shall, within five (5) days after notice to do so, substitute acceptable bonds in such form and sum and signed by such other surety or sureties as may be reasonably satisfactory to the Owner. No further payment shall be deemed due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications.

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The~~

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~~Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~**§11.5 Adjustment and Settlement of Insured Loss**~~

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

§ 11.4.4 All performance and payment bonds required by this Article 11 shall be deemed modified to the extent to be consistent with this Article 11. A certified copy of the power of attorney from the surety company stating that the person executing the bond is duly authorized by the surety to execute the bond shall be attached to the bond.

§ 11.4.5 Whenever the Contractor shall be and is declared by the Owner to be in default under the Construction Contract, the surety shall be responsible to compensate the Owner for the following costs incurred by the Owner as they result from the default: 1) any and all extra work and/or corrective work, 2) additional Architect costs, 3) accounting costs, 4) legal costs and reasonable attorneys' fees, 5) testing, consulting, and other engineering costs, 6) any other costs necessarily incurred and resulting from the default. Notwithstanding, the surety's obligations shall not exceed the penal sum of the bond.

§ 11.4.6 All terms and conditions of all Contract Documents, including these A201 general conditions, as amended, shall be deemed incorporated by reference into each bond furnished in connection with this Article 11. In case of any conflict between any provision of any performance or payment bond and the Contract Documents, the provisions of the Contract Documents shall prevail to the extent of such conflict.

§ 11.4.7 Any provision of any bond purporting to create a condition precedent for Owner not otherwise contained in the Contract Documents, or which otherwise purports to abrogate or nullify the Owner's rights or remedies otherwise available in contract, law, or equity, is void. If any provision of any bond purports to shorten the period of limitations and/or the period of repose as provided in Section 13-214 of the Code of Civil Procedure, 735 ILCS 5/13-214, or if any provision of any bond purports to shorten any other applicable statute of limitation or repose, such provision of such bond shall be null and void, but all other provisions of such bond shall remain enforceable.

§ 11.4.8 In the event any surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or is declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Owner be insolvent, the Contractor shall immediately upon request by the Owner furnish and maintain other bonds satisfactory to the Owner. No further payment shall be due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications.

§ 11.4.9 No surety shall assert solvency of its principal or its principal's denial of default as a defense to any claim under any bond furnished in accordance with this Article 11.

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§ 11.4.10 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the ~~condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ condition.. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

§ 12.2.2.3 The one-year period for correction of Work shall ~~not be extended by corrective Work performed~~ be extended on specific items of Work identified as defective, and such extension shall commence upon the performance of corrective Work by the Contractor pursuant to this Section 12.2. Such extension shall expire one year from the date of completion of such corrective Work.

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If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so by express written notice to the Contractor instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

...

The Contract 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 15.4.~~

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Payments due and unpaid under the Contract Documents shall bear interest ~~from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~only in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

...

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

...

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

~~**.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

...

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ executed.

§ 14.1.4 If the Work is stopped for a period of ~~60~~ 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

.1 ~~repeatedly refuses~~ refuses or fails to prosecute promptly and diligently complete the Work or fails to supply enough properly skilled workers or proper materials;

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.3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 the Contractor institutes proceedings or consents to proceedings requesting relief under the Federal Bankruptcy Act or any similar federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor, Subcontractor, or Sub-subcontractor and such petition is not dismissed within sixty (60) days from the date of filing, or if the Contractor, Subcontractor, or Sub-subcontractor admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of such bankruptcy or insolvency;

.5 the Contractor abandons the Work;

.6 the Contractor submits an Application for Payment, sworn statement, waiver of lien, certified payroll, affidavit or other document of any nature whatsoever which is intentionally falsified or which the Contractor knows to contain a false statement;

~~**.4** otherwise is guilty of substantial~~

.7 a mechanic's or materialman's lien or notice of lien or claim of lien is filed against any part of the Work, the public funds allocated for the Work, or on the site of the Project, if after written demand by the Owner such lien is not promptly released or satisfied; or

.8 otherwise is guilty of breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by~~ the ~~Architect that sufficient cause exists to justify such action, the~~ Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

...

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

If requested by the Owner, the Contractor shall remove any part or all of his equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in the event of the Contractor's failure to so, the Owner shall have the right to remove or store, or remove and store, such equipment, machinery and supplies at the Contractor's expense

...

§14.2.5 The Owner's right to terminate the Contract pursuant to Section14.2 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract pursuant to Section 2.4.

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.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; ~~and~~

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase ~~orders.~~orders; and

.4 Immediately assign to the Owner any sub-contractual assignments requested by the Owner pursuant to Section 5.4.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~executed.

...

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The ~~term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The~~ responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

...

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~ law.

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If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim and timely notice is a condition precedent to any recovery or relief by Contractor on such Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be ~~given.~~ given, and such notice is a condition precedent to any recovery or relief by Contractor on such Claim. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. For Claims for Additional Time, to the extent that an equitable extension of Contract Time is warranted, such extension shall be the Contractor's sole and exclusive remedy.

...

§ 15.1.5.3 For all Claims for Additional Time, the Contractor shall support such Claims in the same manner as supporting additional time for Change Orders. To the extent any Claim is approved by Owner, the Claim shall be reduced in writing by Change Order prior to Contractor proceeding with the Work subject to the Claim.

The Contractor ~~and Owner waive Claims against each other~~ waives Claims against Owner for consequential damages arising out of or relating to this Contract. ~~This mutual~~ Except as otherwise provided herein, this waiver includes

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~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

~~.2~~ damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either party's~~ Owner's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

...

§ 15.2.0 As used in this Section 15.2 and its subparts, "Claims" refers only to Claims by the Contractor, and does not include Claims by the Owner.

§ 15.2.1 ~~Claims,~~ Claims by the Contractor ("Claims"), excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The ~~Architect~~ Owner will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to ~~mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered.~~ non-binding mediation or litigation, as the case may be of any Claim initiated by Contractor and arising prior to the date final payment is due. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ~~ten~~ twenty days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall ~~be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~not be binding.

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~Reserved.

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 ~~In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

Reserved.

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...

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to Owner's right to elect non-binding mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 ~~The~~ In the event Owner elects non-binding mediation to resolve a claim, dispute or other matter, the parties shall endeavor to resolve their Claims by non-binding mediation in accordance with this section 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 the Agreement. A request for non-binding mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the non-binding mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, non-binding 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~order..

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4 ~~Arbitration~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim 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 the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** 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 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.~~Reserved

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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~~

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~~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).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.~~

§ 15.4.2 In the event Owner does not elect non-binding mediation, the method of dispute resolution shall be litigation. In the event of any litigation or non-binding mediation between the parties hereunder, the Contractor shall pay the Owner's reasonable attorneys' fees and court costs to the extent the court or tribunal determines the Owner is the prevailing party.

ARTICLE 16 • COMPLIANCE WITH LAWS

§ 16.1 The Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement.

§16.2 The Contractor shall maintain and shall require its Subcontractors to maintain policies of employment in accordance with the Contract Documents.

§16.3 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to a person's ability to perform the essential functions of the job, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, c:itizenship status, age, physical or mental handicap or disability unrelated to a person's ability to perform the essential function of the job, military status or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or

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refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain Department's rules and regulations.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract. The Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Owner and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible (or contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§16.4 During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his

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books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

§16.5 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.)* requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the Work is performed as determined by the Illinois Department of Labor for the month in which the Work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following: http://labor.illinois.gov/. The Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract. a stipulation that the subcontractor shall not pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than 5 years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the 10th day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or she has examined the certified payroll and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate· of hourly wages required by this Act: and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section *5* of the Prevailing Wage Act, 820 ILCS 130/5 (2004, as amended by P.A. 94-515). The Park District may, at its option, immediately terminate the Contract in the event that Contractor

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violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (l) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, and mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(l) to the Owner, and its officers and agent. **§ 15.4.4.3** ~~The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicole 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 17:46:08 ET on 06/15/2026 under Order No. 4104243507 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Nicole Karas

(Signed)

(Title)

(Dated)

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

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

Central Park Tennis Court Renovation
1300 Forest Gate Road
Oak Brook, IL 60523

The Project includes installation of earthwork, removals, grading, asphalt paving, concrete paving and curb, chain link fence, tennis nets, underdrainage, electrical infrastructure, and lawn restoration, and all other incidental and collateral work necessary to properly complete the Project as indicated in the Contract Documents.

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

Upland Design Ltd.
24042 Lockport Street
Plainfield, IL 60544

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Prior to commencing the Work, the Contractor shall have obtained and provided to the Owner acceptable evidence of all licenses, permits, bonds and insurance indicated as being the Contractor's responsibility under the Contract Documents. Delay in the commencement of the Work attributable to the failure of the Contractor to have obtained and provided such evidence to the Owner shall not result in an extension of the date scheduled for Substantial Completion as provided in Section 3.3 below, or in any milestone date previously agreed to by the Parties in any Project Schedule.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

8/10/2026

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

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§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: October 16, 2026

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date:
Except as otherwise provided herein, Contractor shall achieve Final Completion of the Work on the earlier of: a) November 2, 2026; or b) 15 days after delivery of the punch list.

Lawn seeding shall be complete by October 16, 2026, but that full germination shall not be required. The Contractor will continue work to ensure healthy lawn is established after substantial completion until acceptance by Owner and lawn meets specifications.

§ 3.3.2 Reserved.
(Table deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be /100 Dollars ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Time is of the essence to the Contract. Should the Contractor fail to complete the Work on or before the Substantial Completion date as stipulated in the Contract or within such extended time as may be have been allowed, the Contractor shall be liable and shall pay to the Owner the sum of $250.00 per calendar day, not as a penalty but as a liquidated damages for each day of overrun in the Contract Time or such extended time as may have been allowed. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damage amount specified will accrue and be assessed until Substantial Completion of the total physical Work of the Contract. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

§ 4.6 Other:
(Insert provisions, if any, that might result in a change to the Contract Sum.)
Overtime, if and when specifically authorized in writing in advance by the Owner shall be paid by the Owner on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient workforce so as to achieve completion of the Work within the time and in the manner contemplated by the Contract Documents, or otherwise due to the fault of the Contractor. In such instances if the Owner requires the Contractor to perform Work on an overtime basis, all costs for and associated with such overtime shall be borne by the Contractor.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment properly completed and accompanied by all supporting documentation and other submittals required by the Contract Documents submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, and agreed to by Owner and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment, which is in proper form and accompanied by required supporting documents and submittals, in form and substance required by the Contract Documents, is received by the Architect, certified for payment by the Architect and not subsequently nullified in accordance with the Contract Documents, the Owner shall make payment of the amount certified to the Contractor in accordance with the Illinois Local Government Prompt Payment Act , 50 ILCS 505/1 *et seq*
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to

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substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work.

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, as modified by Owner;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017,as modified by Owner;

.5 Retainage withheld pursuant to Section 5.1.7; and

.6 Any other reduction authorized by the Contract Documents.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

Upon 50% completion of the Contract, Owner will reduce the retainage to 5%. Except as otherwise provided herein, for each progress payment made after 50% completion of the Contract, the Owner may withhold 5% retainage from the payment otherwise due under the Contract.

Contractor and all subcontractors shall comply with the retainage limits as set forth in the Public Construction Bond Act, 30 ILCS 550/1 et seq.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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In accordance with Section 5.1.7.1 of this Agreement and Article 9 of the AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by Owner.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Final Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Final Completion.)

Owner shall be entitled to withhold 25% of the contract amount attributable to the lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas until a healthy lawn is established, meets the specifications, and is accepted by Owner. Owner shall release this retainage upon final acceptance of the lawn by the Owner.

§ 5.1.8 Reserved. **§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract in accordance with the Contract Documents; provided that Owner shall have no obligation to make final payment if the Contractor is required to correct Work as provided in Article 12 of AIA Document A201–2017, as modified by Owner, or as otherwise specified by the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect and Owner has approved payment.

§ 5.2.2 The Owner's final payment to the Contractor for Work properly performed shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*., after the Owner's receipt from the Architect of the Architect's final Certificate for Payment

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest only as provided in the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*.

§ 5.4 Waiver Procedure/Format

The first Application for Payment shall be accompanied by the Contractor's Partial Waiver of Lien to date for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver of Lien and the Partial Waivers by of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of that payment. The Application for Final Payment shall be accompanied by Final Waivers of lien from the Contractor, subcontractors, and suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract and the Final Waiver of a Subcontractor shall be for the full amount of its Subcontract. All applications for payment shall be accompanied by affidavits from the Contractor, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and materials suppliers; amounts paid and remaining to be paid to each; together with all other documents as shall be necessary, in the sole judgment of the Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

(i) All waivers (partial and final) shall include language as applicable indicating either that:

1. All materials were taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws; or

2. Materials were provided by the following suppliers from whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, as amended by Owner, unless the parties appoint another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, non-binding mediation pursuant to Article 15 of AIA Document A201–2017, as modified by Owner, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as amended by Owner.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, as amended by Owner, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Owner shall pay no termination fee to Contractor.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as amended by Owner.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended by Owner and included in the Project Manual.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance and shall provide bonds with limits and amounts as set forth in AIA Document A201–2017, as amended by Owner.

(Paragraph deleted)

§ 8.6 Reserved.

§ 8.7 Other provisions:

§ 8.7.1 Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing the Work. Contractor's bonds shall include a provision as will guarantee the faithful performance of this prevailing wage clause as herein provided and as provided in the General Conditions. Contractor shall comply with all other requirements of the Prevailing Wage Act.

§ 8.7.2 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. The Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 8.7.3 The Contractor shall limit materials and equipment storage to the immediate area of Work and such other areas as the Owner may designate. The Contractor shall promptly remove and properly dispose all construction material, trash, garbage and other debris off site.

§ 8.7.4 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

(i) Modifications to this Agreement
(ii) This Agreement
(iii) Supplementary and Special Conditions.
(iv) General Conditions
(v) Bid Addenda
(vi) Construction Drawings

§ 8.7.5 The rights and remedies of the Owner stated in the Contract Documents shall be in addition to and not in limitation of any other rights of the Owner granted at law or in equity.

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as amended by Owner;

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by Owner;

(Paragraph deleted)

.3 Drawings. The Drawings are those included in the Project Manual dated June 16, 2026.

Number	Title	Date

.4 Specifications. The Specifications are those included in the Project Manual dated June 16, 2026.

Section	Title	Date	Pages

.5 Addenda, if any:

Number	Date	Pages

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

(Table deleted)

[ ] Supplementary and other Conditions of the Contract are those included in the Project Manual dated June 16, 2026:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

1. All other documents contained in the Project Manual dated June 16, 2026.

2. Certificate of Insurance and endorsements attached to and incorporated in this Agreement by this reference.

3. Performance Bond, Labor and Material Payment Bond, attached to and incorporated in this Agreement by this reference.

4. Prevailing Wage Determination and supersedes notice attached to and incorporated in this Agreement by this reference.

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5. Contractor's Proposal, as modified by the Contract Documents, attached to and incorporated in this Agreement by this reference.

6. Contractor's Compliance and Certifications Attachment and Substance Abuse Prevention Program Certification, attached to and incorporated in this Agreement by this reference.

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

OAK BROOK PARK DISTRICT

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

Init.
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Additions and Deletions Report for

AIA® Document A101® – 2017

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PAGE 1

AGREEMENT made as of the day of June in the year Two Thousand Twenty-Six

...

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

...

(Name, location and detailed description)

Central Park Tennis Court Renovation
1300 Forest Gate Road
Oak Brook, IL 60523

The Project includes installation of earthwork, removals, grading, asphalt paving, concrete paving and curb, chain link fence, tennis nets, underdrainage, electrical infrastructure, and lawn restoration, and all other incidental and collateral work necessary to properly complete the Project as indicated in the Contract Documents.

...

Upland Design Ltd.
24042 Lockport Street
Plainfield, IL 60544

PAGE 2

~~**EXHIBIT A INSURANCE AND BONDS**~~

...

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Prior to commencing the Work, the Contractor shall have obtained and provided to the Owner acceptable evidence of all licenses, permits, bonds and insurance indicated as being the Contractor's responsibility under the Contract Documents. Delay in the commencement of the Work attributable to the failure of the Contractor to have obtained and provided such evidence to the Owner shall not result

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in an extension of the date scheduled for Substantial Completion as provided in Section 3.3 below, or in any milestone date previously agreed to by the Parties in any Project Schedule.

...

[X] Established as follows:

...

8/10/2026

PAGE 3

[X] By the following date: October 16, 2026

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date:
Except as otherwise provided herein, Contractor shall achieve Final Completion of the Work on the earlier of: a) November 2, 2026; or b) 15 days after delivery of the punch list.

Lawn seeding shall be complete by October 16, 2026, but that full germination shall not be required. The Contractor will continue work to ensure healthy lawn is established after substantial completion until acceptance by Owner and lawn meets specifications.

§ 3.3.2 ~~Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~
Reserved.

~~**Portion of Work** **Substantial Completion Date**~~

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be /100 Dollars ($), subject to additions and deductions as provided in the Contract Documents.

PAGE 4

Time is of the essence to the Contract. Should the Contractor fail to complete the Work on or before the Substantial Completion date as stipulated in the Contract or within such extended time as may be have been allowed, the Contractor shall be liable and shall pay to the Owner the sum of $250.00 per calendar day, not as a penalty but as a liquidated damages for each day of overrun in the Contract Time or such extended time as may have been allowed. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damage amount specified will accrue and be assessed until Substantial Completion of the total physical Work of the Contract. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

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...

(Insert ~~provisions for bonus or other incentives,~~ provisions, if any, that might result in a change to the Contract Sum.)
Overtime, if and when specifically authorized in writing in advance by the Owner shall be paid by the Owner on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient workforce so as to achieve completion of the Work within the time and in the manner contemplated by the Contract Documents, or otherwise due to the fault of the Contractor. In such instances if the Owner requires the Contractor to perform Work on an overtime basis, all costs for and associated with such overtime shall be borne by the Contractor.

...

§ 5.1.1 Based upon Applications for Payment properly completed and accompanied by all supporting documentation and other submittals required by the Contract Documents submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, and agreed to by Owner and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

...

§ 5.1.3 Provided that an Application for ~~Payment is received by the Architect not later than the __ day of a month,~~ Payment, which is in proper form and accompanied by required supporting documents and submittals, in form and substance required by the Contract Documents, is received by the Architect, certified for payment by the Architect and not subsequently nullified in accordance with the Contract Documents, the Owner shall make payment of the amount certified to the Contractor ~~not later than the __ day of the __ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than __ (__) days after the Architect receives the Application for Payment.~~in accordance with the Illinois Local Government Prompt Payment Act , 50 ILCS 505/1 *et seq*
PAGE 5

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

...

.1 That portion of the Contract Sum properly allocable to completed ~~Work;~~Work.

...

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201–2017;~~A201–2017, as modified by Owner;

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201–2017; and~~A201–2017,as modified by Owner;
.5 Retainage withheld pursuant to Section ~~5.1.7.~~5.1.7; and
.6 Any other reduction authorized by the Contract Documents.

...

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10%

Upon 50% completion of the Contract, Owner will reduce the retainage to 5%. Except as otherwise provided herein, for each progress payment made after 50% completion of the Contract, the Owner may withhold 5% retainage from the payment otherwise due under the Contract.

Contractor and all subcontractors shall comply with the retainage limits as set forth in the Public Construction Bond Act, 30 ILCS 550/1 et seq.

...

NA

PAGE 6

In accordance with Section 5.1.7.1 of this Agreement and Article 9 of the AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by Owner.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon ~~Substantial~~ Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at ~~Substantial~~ Final Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon ~~Substantial~~ Final Completion.)

Owner shall be entitled to withhold 25% of the contract amount attributable to the lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas until a healthy lawn is established, meets the specifications, and is accepted by Owner. Owner shall release this retainage upon final acceptance of the lawn by the Owner.

§ 5.1.8 ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~

Reserved. **§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

...

.1 the Contractor has fully performed the Contract ~~except for the Contractor's responsibility~~ in accordance with the Contract Documents; provided that Owner shall have no obligation to make final payment if the Contractor is required to correct Work as provided in Article 12 of AIA Document A201–2017, as modified by Owner, or as otherwise specified by the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the ~~Architect.~~Architect and Owner has approved payment.

§ 5.2.2 The Owner's final payment to the Contractor ~~shall be made no later than 30 days after the issuance~~ for Work properly performed shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*., after the Owner's receipt from the Architect of the Architect's final Certificate for ~~Payment, or as follows:~~Payment

...

Payments due and unpaid under the Contract shall bear interest ~~from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~only as provided in the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*.

§ 5.4 Waiver Procedure/Format

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The first Application for Payment shall be accompanied by the Contractor's Partial Waiver of Lien to date for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver of Lien and the Partial Waivers by of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of that payment. The Application for Final Payment shall be accompanied by Final Waivers of lien from the Contractor, subcontractors, and suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract and the Final Waiver of a Subcontractor shall be for the full amount of its Subcontract. All applications for payment shall be accompanied by affidavits from the Contractor, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and materials suppliers; amounts paid and remaining to be paid to each; together with all other documents as shall be necessary, in the sole judgment of the Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

(i) All waivers (partial and final) shall include language as applicable indicating either that:

1. All materials were taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws; or

~~(Insert rate of interest agreed upon, if any.)~~2. Materials were provided by the following suppliers from whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

~~—%~~

PAGE 7

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, as amended by Owner, unless the parties appoint ~~below~~ another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

...

For any Claim subject to, but not resolved by, non-binding mediation pursuant to Article 15 of AIA Document A201–2017, as modified by Owner, the method of binding dispute resolution shall be as follows:

...

[**X**] Litigation in a court of competent jurisdiction

...

~~If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.~~

...

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201–2017.~~A201–2017, as amended by Owner.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, as amended by Owner, then the Owner shall pay the Contractor a termination fee as follows:

...

Owner shall pay no termination fee to Contractor.

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201–2017.~~A201–2017, as amended by Owner.

...

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended ~~or supplemented by other provisions of the Contract Documents.~~by Owner and included in the Project Manual.

...

Bob Johnson
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523
Tel: 630-645-9540
Email: bjohnson@obparks.org
PAGE 8

§ 8.5.1 The ~~Owner and the~~ Contractor shall purchase and maintain insurance and shall provide bonds with limits and amounts as set forth in AIA Document ~~A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~A201–2017, as amended by Owner.

~~**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.~~

§ 8.6 ~~Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~Reserved.

...

§ 8.7.1 Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing the Work. Contractor's bonds shall include a provision as will guarantee the faithful performance of this prevailing wage clause as herein provided and as provided in the General Conditions. Contractor shall comply with all other requirements of the Prevailing Wage Act.

§ 8.7.2 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. The Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 8.7.3 The Contractor shall limit materials and equipment storage to the immediate area of Work and such other areas as the Owner may designate. The Contractor shall promptly remove and properly dispose all construction material, trash, garbage and other debris off site.

§ 8.7.4 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

(i) Modifications to this Agreement
(ii) This Agreement
(iii) Supplementary and Special Conditions.

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(iv) General Conditions
(v) Bid Addenda
(vi) Construction Drawings

§ 8.7.5 The rights and remedies of the Owner stated in the Contract Documents shall be in addition to and not in limitation of any other rights of the Owner granted at law or in equity.

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.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and ~~Contractor~~Contractor, as amended by Owner;
.2 AIA Document ~~A101™–2017, Exhibit A, Insurance and Bonds~~
.3 ~~AIA Document~~ A201™–2017, General Conditions of the Contract for ~~Construction~~
.4 ~~Building information modeling exhibit, dated as indicated below:~~Construction, as amended by Owner;
~~(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~

.5 ~~Drawings~~**.3** Drawings. The Drawings are those included in the Project Manual dated June 16, 2026.

...

.6 ~~Specifications~~**.4** Specifications. The Specifications are those included in the Project Manual dated June 16, 2026.

...

.7 **.5** Addenda, if any:

...

~~Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.~~

.8 **.6** Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~

_____

~~*[ ] The Sustainability Plan:*~~

~~**Title** **Date** **Pages**~~

[ ] Supplementary and other Conditions of the ~~Contract:~~Contract are those included in the Project Manual dated June 16, 2026:

...

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~~.9~~ .7 Other documents, if any, listed below:

...

1. All other documents contained in the Project Manual dated June 16, 2026.

2. Certificate of Insurance and endorsements attached to and incorporated in this Agreement by this reference.

3. Performance Bond, Labor and Material Payment Bond, attached to and incorporated in this Agreement by this reference.

4. Prevailing Wage Determination and supersedes notice attached to and incorporated in this Agreement by this reference.

5. Contractor's Proposal, as modified by the Contract Documents, attached to and incorporated in this Agreement by this reference.

6. Contractor's Compliance and Certifications Attachment and Substance Abuse Prevention Program Certification, attached to and incorporated in this Agreement by this reference.

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

OAK BROOK PARK DISTRICT

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicole 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 17:33:47 ET on 06/15/2026 under Order No. 4104243507 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

Nicole Karas

(Signed)

(Title)

(Dated)

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Oak Brook Park District

BOARD MEETING

AGENDA ITEM – HISTORY/COMMENTARY

ITEM TITLE: SECTION 4.30 ARTIFICIAL INTELLIGENCE (AI) USAGE POLICY OF THE PERSONNEL POLICY MANUAL	**AGENDA NO.:** 8 E **MEETING DATE:** JULY 20, 2026

STAFF REVIEW: Director of Recreation and Communication, Robert Pechous:

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 currently does not have a formal Artificial Intelligence (AI) policy. This proposed policy would establish a new section within the Personnel Policy Manual to provide guidance on the appropriate, ethical, and secure use of AI technologies by employees. As AI tools become increasingly common in the workplace, many public agencies are adopting policies to ensure these technologies are used responsibly, protect sensitive information, maintain compliance with applicable laws, and support effective decision-making. This policy is intended to provide clear expectations and safeguards for the use of AI within the District.

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

Staff reviewed AI policies and guidance from HR Source, SHRM, other park districts, and the Village of Oak Brook to develop a proposed policy for the District. Due to the rapidly changing nature of AI technology, the policy will be reviewed regularly and updated as needed to address emerging trends, risks, and best practices.

ACTION PROPOSED:

A Motion (and a Second) to approve Section 4.30 Artificial Intelligence (AI) Usage Policy of the Personnel Policy Manual

4.30 Artificial Intelligence (AI) Use (New 7/20/2026)

Purpose

The Oak Brook Park District ("District") recognizes that Artificial Intelligence (AI) tools can improve operational efficiency, enhance employee productivity, and support the delivery of high-quality public services. This policy establishes guidelines for the responsible, ethical, and lawful use of AI tools by all District employees to protect sensitive information, ensure human accountability, and maintain public trust.

Scope

This policy applies to all full-time, part-time, seasonal, and temporary employees, as well as volunteers, contractors, and any other individuals using AI tools for District purposes, whether on District-issued or personal devices.

Definitions

- Artificial Intelligence (AI): A machine-based system that, for explicit or implicit objectives, infers from the input it receives how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. This includes Generative AI — automated computing systems that, when prompted with human queries, can produce outputs that simulate human-produced content, including textual, image, audio, video, and other outputs.
- Personally Identifiable Information (PII): Any data that can directly or indirectly identify an individual, including but not limited to full name, address, phone number, email address, Social Security Number, financial account numbers, health information, employee or customer ID numbers, and driver's license number.
- Protected Health Information (PHI): Any individually identifiable health information held or transmitted by the District or its business associates, in any form, as defined under HIPAA.
- Sensitive or Confidential Data: Proprietary information, trade secrets, internal communications, data protected under confidentiality agreements, closed session records, or any other information not intended for public disclosure.

Appropriate Use of AI Tools

The District encourages the use of AI tools where they can enhance operational efficiency and the quality of public services. Appropriate uses include, but are not limited to:

- Drafting communications, reports, presentations, or other documents.
- Conducting research and summarizing information.

- Creating or revising standard operating procedures, training materials, and guides.
- Supporting administrative workflows and formatting District documents.
- Assisting with grammar, editing, and structuring written content.

Data Privacy and Security

Employees shall not enter or upload any of the following into AI tools:

- Personally Identifiable Information (PII) or Protected Health Information (PHI) of any individual.
- Sensitive or confidential data, including trade secrets, internal communications, or records subject to confidentiality agreements.
- Records or information from meetings closed pursuant to the Illinois Open Meetings Act (5 ILCS 120/2).

All AI use must comply with the District's existing confidentiality policies and all applicable state and federal laws, including but not limited to the Identity Protection Act and HIPAA.

Prohibited Uses

The following uses of AI are prohibited:

- Discrimination: AI tools shall not be used to identify, categorize, or make decisions about individuals based on any protected class status, including race, color, religion, national origin, ancestry, age, sex, marital status, disability, military status, sexual orientation, pregnancy, or any other class protected by applicable law.
- Surveillance: AI tools shall not be used for surveillance purposes, including facial recognition, tracking an individual's physical movement, or monitoring an individual's online activity.
- Final Decision-Making: No final decisions that directly affect an individual's legal rights or responsibilities may be made solely on the basis of AI-generated output. AI tools are intended to augment, not replace, human professional judgment and accountability.
- Legal Advice: AI tools shall not be used as the sole source for obtaining legal advice or for creating policies or legal documents without independent review by the District's legal counsel.
- Personal Use: Employees shall not use District time or resources to generate personal content using AI tools.
- Non-Approved Tools: Employees may only use AI tools that have been reviewed and approved by the District. Use of non-approved AI tools for District business is prohibited.

Employees wishing to use a new AI tool must obtain approval from their Department Head or the Executive Director before using it.

Human Oversight and Accountability

Employees are solely responsible for ensuring the quality, accuracy, legality, and compliance of any AI-generated content used in their work. Specifically:

- All AI-generated content shall be reviewed for quality, correctness, and compliance with District standards before use. AI-generated content is considered a draft until it has been reviewed, vetted, and formally adopted or approved.
- Employees must verify all information received from AI tools and shall not represent AI-generated content as solely their own original work without acknowledgment of AI's contribution.
- Employees must be familiar with and understand the terms of service for any AI tool they use.

Transparency and Disclosure to the Public

When AI tools that transcribe, summarize, or record meetings or conversations are used (e.g., Microsoft Copilot, Zoom AI Companion, Otter.ai), disclosure must be made to all participants at the start of the meeting or conversation, as AI-generated notes or summaries may be referenced in later decision-making.

Compliance with the Illinois Human Rights Act

Pursuant to recent amendments to the Illinois Human Rights Act, effective January 1, 2026, the District will provide formal written notice to any employee or applicant when AI is used to assist in any employment-related processes, including but not limited to recruitment, hiring, promotion, renewal of employment, selection for training, discharge, or discipline. The District is committed to ensuring that AI use does not result in unlawful discrimination against any individual or group based on any protected class.

Employees or applicants may request additional information about how AI is used in a particular process or decision, or may request an alternative, non-AI evaluation method where reasonable and available. Requests should be directed to the Human Resources Department.

Training

When AI training is made available, employees are expected to participate to ensure a thorough understanding of responsible use, compliance requirements, and best practices. Ongoing self-education on AI developments and ethical considerations is encouraged. Employees may not

use AI tools for District business without completing any required training designated by their Department Head or the Executive Director.

Monitoring and Privacy

The District reserves the right to monitor employee use of AI tools on District systems and equipment to ensure compliance with this policy. Employees should have no expectation of privacy when using AI tools on District-issued devices or accounts.

Reporting Non-Compliance

Employees must report any suspected violations of this policy to their immediate supervisor or the Human Resources Department. Examples of reportable violations include:

- Use of non-approved AI tools for District business.
- Input of PII, PHI, sensitive, or confidential data into AI tools.
- Use of AI tools for prohibited purposes, including employment screening or surveillance.

Violations

Non-compliance with this policy may result in disciplinary action, up to and including termination of employment. Violations that implicate state or federal law may be referred to the appropriate authorities.

Policy Review

This policy will be reviewed annually to ensure it remains current with evolving AI technologies, applicable law, and regulatory requirements.

New Business

Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: CENTRAL PARK ASPHALT MAINTENANCE BID	**AGENDA NO.**: 9 A **MEETING DATE**: JULY 20, 2026

STAFF REVIEW: Superintendent of Parks & Maintenance, Jake Stachowiak

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 parking lots and driveway areas surrounding the Family Recreation Center and North Athletic Fields Parking Lot require routine asphalt maintenance. The work consists of filling cracks in the pavement, followed by applying two coats of sealer to the paved areas, and finally restriping the pavement for parking. This maintenance is important to extend the life of the asphalt.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):
The Family Recreation Center parking lot was last sealed in 2019. The North Athletic Fields have never been seal-coated; the lot was installed in 2020.
The project timeline is as follows:
Public bid made available-July 13th, 2026
Bid opening-July 28th, 2026
Recommendation to the Board of Commissioners- August 17th, 2026

The work is expected to take place in late summer of 2026

Action Proposed:
For Review and Discussion Only

Oak Brook Park District

CENTRAL PARK ASPHALT

MAINTENANCE

Bid Packet

Jake Stachowiak, Superintendent of Parks &
Maintenance 630-645-9575
jstachowiak@obparks.org

Laure Kosey, Executive Director
630-645-9535
lkosey@obparks.org

July 13, 2026

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- Map of Pavement Areas

INVITATION TO BID
OAK BROOK PARK DISTRICT
Central Park Asphalt Maintenance Bid

The Oak Brook Park District (the "District") is accepting bids for the Central Park Asphalt Maintenance Bid.

Specifications and Contract Documents may be obtained beginning July 13, 2026, at the Administrative Office at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District's website: https://www.obparks.org/bids-rfps.

Each bid must be placed in a sealed opaque envelope with the Bidder's name, the date and time of the bid deadline and marked "**Sealed Bid**: – Oak Brook Park District Central Park Asphalt Maintenance Bid," and addressed to the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523, **Attention: Executive Director.** Bids will be received until 1:00 p.m. on July 28, 2026, at which time the bid proposals will be publicly opened and read aloud at the District's Administrative Office, located at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523.

The Oak Brook Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Oak Brook Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Oak Brook Park District on request of the Bidder, for use in connection with this project only.

The Work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq*. A prevailing wage determination has been made by the District, which is the same as that determined by the Illinois Department of Labor for public works projects in DuPage County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

All bid proposals must be accompanied by a bid bond or bank cashier's check payable to the Oak Brook Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

The District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment and services.

Laure Kosey, Executive Director
Oak Brook Park District

INSTRUCTIONS TO BIDDERS
OAK BROOK PARK DISTRICT
CENTRAL PARK ASPHALT MAINTENANCE BID

INSTRUCTIONS TO BIDDERS
The Oak Brook Park District and Owner are one and the same.

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

A. BID DOCUMENTS

1. Bid Documents for this Project will be available for examination and can be obtained from the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523 (the "District"), Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District's website: https://www.obparks.org/bids-rfps.

2. A pre-bid meeting will not be held for this Project. Please contact Jake Stachowiak at jstachowiak@obparks.org with any questions on this Project.

B. BID FORM

1. Each bid shall be made on the "Bid Form" furnished by the District. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.

2. All applicable blank spaces on the "Bid Form" shall be fully completed, including the List of Subcontractors and the Bidder's Reference List, and all amounts shall be in words as well as in figures where applicable.

3. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and title shall be typed below the signature.

4. Erasures, interlineations, corrections, or other changes on the "Bid Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.

5. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, any required bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of,

the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

6. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

7. Attached to the Bid Form will be the Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid**. The certification of the successful Bidder shall become a part of the Contract with the Park District.

8. The bids shall be sealed in an opaque envelope, marked with the name of the Bidder, the date and time of the bid, and addressed as follows:

   Sealed Bid: Central Park Asphalt
   Maintenance Bid
   Oak Brook Park District
   1450 Forest Gate Road
   Oak Brook, IL 60523

9. Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than July 28, 2026 at 1:00 p.m. Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered**. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.

10. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of bids. No Bidder may withdraw a bid after opening of the bids.

11. Bids will be publicly opened on the due date.

C. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

1. On a separate sheet, list all projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, contract amount, percent complete, and scheduled completion date.

2. On the Bidder's Reference List form provided herein, list at least three (3) projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

3. On the List of Subcontractors form provided herein, provide a list of anticipated subcontractors, if any, including their firm names, addresses and telephone numbers. All subcontractors to be used shall be approved by the Owner. If the Contractor subcontracts any part of the Work for this project, the Contractor shall not under any circumstances be relieved of his liabilities and obligations; any subcontractor for this project will be recognized only in the capacity of an employee of the Contractor.

4. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

Other required submittals include: Bid Form; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid**.

The Park District reserves the right to require of any Bidder such information to verify the Bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

D. MODIFICATION OF BIDS

Any Bidder may modify his bid by written notice (signed by the Bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time. Modifications of bid submittals sent by facsimile will not be permitted.

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

F. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all

portions or items of the Work specified in the Bid Documents. The Oak Brook Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

G. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Oak Brook Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Oak Brook Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable certificate of insurance naming the Oak Brook Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

The failure of the successful Bidder to enter into the Contract and supply the required evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety, provided that the District's retention of the bid guarantee shall not preclude the District from holding the Bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the Bidder's failure to enter into said Contract and to deliver the same back to the District within said ten (10) day period.

H. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

I. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in

numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Agreement for Asphalt Services, substantially in the same form included in these Bid Documents, and proof of insurance comprise the Contract Documents.

J. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid

Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Jake Stachowiak, jstachowiak@obparks.org. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

K. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

L. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment

or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

CONDITIONS OF THE CONTRACT
OAK BROOK PARK DISTRICT
CENTRAL PARK ASPHALT
MAINTENANCE BID

GENERAL CONDITIONS

The General Conditions are included in the Agreement for Asphalt Services, substantially in the same form included in these Bid Documents and include the following:

1. COMMENCEMENT AND COMPLETION DATE

The Work for the Contract shall commence on August 31, 2026, or on such other date as may be agreed upon by the parties. Contractor shall achieve Final Completion of the Project on or before September 25, 2026, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

2. USE OF THE PARK SITES

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the site with such materials. The site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

3. COOPERATION WITH UTILITIES

The Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation.

The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, etc. to insure against damage to said utility installation.

The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the

operation of moving them either by the utility company or by the Contractor, or on account of any special construction methods required in performing the Work due to the existence of said appurtenances whether in their present or relocated positions.

4. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY

In accordance with the Specifications, the Contractor shall protect all existing property and improvements within the Project site and those adjacent to the Owner's property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or the operations of any subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not Owner or furnished by the Owner.

5. INSURANCE

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE BIDDER CONFER WITH ITS INSURANCE CARRIER REGARDING THESE REQUIREMENTS. FAILURE TO MEET THESE REQUIREMENTS IS CAUSE FOR CANCELLATION OF THE CONTRACT.

The successful Bidder shall obtain insurance of the types and in the amounts listed below.

a. Commercial General and Umbrella Liability Insurance

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 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). The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 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 District. Any insurance or self-insurance maintained by the District shall be deemed excess of such bidder's insurance and shall not contribute with it.

b. Business Auto and Umbrella Liability Insurance

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

Business auto insurance shall be written 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.

c. Workers Compensation Insurance

The successful Bidder shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Such Bidder waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Bidder's activities.

d. General Insurance Provisions

i. Evidence of Insurance: The successful Bidder shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

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

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

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

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

e. Subcontractors

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

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor 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 Contractor's work, 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 there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused 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. Contractor 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 Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the successful Bidder's duty to indemnify, defend and hold the District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The successful Bidder's indemnification of the District shall survive the termination or expiration of the Contract.

7. WARRANTY

The Work performed and the materials and equipment installed under this Contract shall be in compliance with the Contract Documents and must be guaranteed by the Contractor and the Surety for a period of twelve (12) months from Final Completion against defective workmanship and material of any nature. On all material or equipment incorporated, the Contractor and its Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Specifications and Drawings.

SPECIAL CONDITIONS

1. The park and facility sites shall remain open to the public for the duration of the Project. As such, Contractor shall maintain the Project site in a manner that ensures safe access to park and facility amenities by the public, Park District staff and others requiring access to the parks and the facilities. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

BID FORM
OAK BROOK PARK DISTRICT
CENTRAL PARK ASPHALT
MAINTENANCE BID

(Please complete in ink, and print or type)

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

FROM: _____
NAME OF BIDDER

_____
STREET ADDRESS

_____
CITY STATE ZIP

_____ _____
PHONE EMAIL ADDRESS

FOR: Central Park Asphalt Maintenance Bid

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;

B. That all modifications have been submitted with this bid;

C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;

D. That it is understood and agreed that the Oak Brook Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;

E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;

(a) To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:

(b) Furnish all insurance required by the Contract Documents;

(c) Accomplish the Work in accordance with the Contract Documents; and

(d) Complete the Work within the time requirements as set forth in the Bid Documents.

F. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;

G. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

H. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, any required bonds, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder agrees to perform the Work for the following prices:

Base Bid	**Amount**
1) Area 1: Family Recreation Center, Service Drive, Maintenance Facility:	$
2) Area 2: Tennis Center Drive	$
3) Area 3: North Athletic Fields Parking Lot	$

Total Lump Sum Bid: $_____

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project.

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. _____ Date:_____
Addendum No. _____ Date:_____

The Work for the Contract shall commence on August 31, 2026, or on such other date as may be agreed upon by the parties. Contractor shall achieve Final Completion of the Project on or before September 25, 2026, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS _____ DAY OF _____, 2026.

_____
Full Name of Bidder (Print)

(a) Individual ( )
(b) Partnership ( )
(c) Corporation ( )

Name and Title of Authorized Agent
if Corporation or Partnership (Print): _____

_____
Full Name and Title of Bidder (Signature)

_____
Street Address

_____
City/State/Zip

_____
Phone

_____
Email

LIST OF SUBCONTRACTORS

Bidder submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that, if selected, the successful Contractor, the Bidder will promptly confer with the District's agents on the question of which subcontractors the Bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor, another subcontractor for the trade against whose standing and ability the Bidder makes no objection in writing, and the Bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bidder's bid, the unit, total and alternate Contract prices being adjusted to confirm thereto.

Subcontractor Name & Address	Classification of Work	Amount of Subcontract
1.		
2.		
3.		
4.		

BIDDER'S REFERENCE LIST

Each Bidder must list the name, address, phone number and project name for at least three (3) projects performed for governmental entities of similar scope and complexity as this Project in the past five (5) years. Bidder may include, as a separate attachment, additional information or references on projects completed.

1. _____
Name of Park District, School District, or Municipality

_____
Contact Person

_____
Phone Number E-Mail

_____
Description of Work performed Project Value

2. _____
Name of Park District, School District, or Municipality

_____
Contact Person

_____
Phone Number E-Mail

_____
Description of Work performed Project Value

3. _____
Name of Park District, School District, Municipality

_____
Contact Person

_____
Phone Number E-Mail

_____
Description of Work performed Project Value

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at http://labor.illinois.gov/. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act. The Contractor shall submit monthly, no later than the 10th day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website in accordance with the Prevailing Wage Act. Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act. Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

D. If applicable, Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment

figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.

E. To the best of Contractor's knowledge, no officer or employee of Contractor 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.

F. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

G. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

H. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or Page 25 of 65 remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.

I. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner’s

employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

J. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

K. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

L. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

M. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor 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. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

N. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

O. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq*.) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____
Its: _____

STATE OF _____)
)SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated:_____

_____
(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one],** by its undersigned representative, hereby certifies and represents to the Oak Brook Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/*1 et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

_____
Name of Contractor/Subcontractor (print or type)

_____
Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

_____
Name of Contractor/Subcontractor (print or type)

_____
Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor (IDOL). As required by the Illinois Prevailing Wage Act, the contractor/subcontractor has an obligation to check IDOL's web site for revisions to prevailing wage rates. These revisions may be accessed by computer at http://labor.illinois.gov/. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CENTRAL PARK ASPHALT MAINTENANCE

This Agreement for Asphalt Services (the "Agreement") is made as of the ___ day of _____, 2026 by and between the Oak Park District, an Illinois unit of local government (the "Park District"), with its principal place of business at 1450 Forest Gate Road, Illinois, 60523 and _____, a[n] _____("Contractor"), with its principal place of business at _____, _____, _____,which hereinafter may be referred to together as the "Parties" or individually as a "Party".

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials. The Contractor shall provide all labor, equipment and materials required to complete the following work: all sealcoating and other asphalt work for three different areas as indicated in the Bid Documents for the Central Park Asphalt Maintenance Bid, dated July 13, 2026 (the "Work"), attached to and incorporated as part of this Agreement by reference (the "Bid Documents").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents, Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Certification, attached to and incorporated as part of this Agreement as **Exhibit B**, and any modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

3. Completion Date. Time is of the essence of this Agreement. Contractor shall commence the Work on or before August 31, 2026. Contractor shall achieve Final Completion of the Work on or before September 25, 2026. Final Completion means the date the Work has been fully performed, all Work has been completed, and the Park District has inspected, accepted and approved final payment to the Contractor.

4. Performance of Work. Contractor agrees to perform all Work in a good and workmanlike manner. Contractor, on receipt of this Agreement executed by District, shall immediately place orders for materials and otherwise immediately commence performance of this Agreement.

5. Contract Sum. The District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement the following prices:

1) Area 1: Family Recreation Center, Service Drive, Maintenance Facility:	$
2) Area 2: Tennis Center Drive:	$
3) Area 3: North Athletic Fields Parking Lot:	$

(collectively, hereinafter referred to as the "Contract Sum").

6. Payment. Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed as determined by the Park District, and delivery of lien waivers and sworn statements, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*.).

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment.

7. Waiver of Liens. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the Work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

8. Correction of Deficiencies. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

9. Warranties. Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by District's abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered to the Park District. Except as otherwise provided in this Agreement, all warranties shall become effective on the completion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern. Contractor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

10. Cleaning Up. The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

11. Safety of Persons and Property.

a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and

(ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.

b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

c. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

12. Insurance.

The Contractor shall acquire and keep in force at all times during the Initial Term and any renewal term of this Agreement, the following insurance coverage:

a. Commercial General and Umbrella Liability Insurance

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.

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

b. Business Auto and Umbrella Liability Insurance

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

Business auto insurance shall be written 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.

c. Workers Compensation Insurance

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

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

d. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning Work, Contractor shall furnish to the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The certificate(s) of insurance must specify the activity as "Herbicide Applications and Controlled Burning Operations of Open and/or Natural Area Lands."

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

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

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

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

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

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

5. Subcontractors

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

13. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District 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 Contractor's performance of the Work, 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 there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused 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. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

14. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 8 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus
(2) the Park District 's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

15. <u>Compliance with Laws and Permits</u>. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor

of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit B** to this Agreement.

16. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

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

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

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

20. Independent Contractor. Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

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

22. Subcontracts. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

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

If to the Park District: Oak Brook Park District
Attn: Jake Stachowiak
1450 Forest Gate Road
Oak Brook, IL 60523
Fax: 630-990-8379
Email: jstachowiak@obparks.org

If to Contractor:

24. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

25. 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.

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

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

OAK BROOK PARK DISTRICT

By:

_____
President
Board of Park Commissioners

Attest:

_____
Secretary
Board of Park Commissioners

CONTRACTOR
By:

_____

Its:

_____

787968

Technical Specifications

Oak Brook Park District

Central Park Asphalt

Maintenance Bid

1) SCOPE:

This recommended practice covers the application of mineral-colloid-stabilized emulsified coal tar pitch pavement sealer. This application serves as weather protection, beautification of surface, and solvent resistant sealer for bituminous pavements of parking lots.

Contractor shall provide cost for the following, based upon three "areas" within Central Park. Pavement areas are identified as "area 1", "area 2", "area 3" (see attached map). Bidders are encouraged to visit the project site prior to submitting their bids.

Base Bid:

Area 1: Family Recreation Center, looking drive, maintenance facility
Approximately 8,500 lineal feet crack filling
Approximately 140,000 square feet of seal coating
Re-stripe same as existing: ADA parking stalls,
parking stalls, crosswalks, stop bars, and arrows

Area 2: Tennis Center Drive
Approximately 2,000 lineal feet of crack filling
Approximately 19,000 square feet of seal coating
Re-stripe same as existing: Speed humps, cross
walk, and stop bar

Area 3: North Athletic Fields Parking Lot
Approximately 1,600 lineal feet of crack filling
Approximately 69,500 square feet of seal coating
Re-stripe same as existing: ADA parking stalls,
parking stalls, crosswalks, and stop bars.

All above quantities are estimates only and contractors are encouraged to visit the project site prior to submitting proposal to verify quantities. The Project is expected to commence on August 31, 2026. Final Completion of the Project shall occur on or before September 25, 2026, unless other dates are discussed and agreed upon between Owner and Contractor.

The Park District facilities will remain open during this project. Contractor must coordinate with Owner on scheduling the Work.

Area #1 will need at least 3 mobilizations to allow for patron parking and access throughout the duration of the project.

Area #2 will need at least 2 mobilizations to allow for patron parking and access throughout the duration of the project.

Area #3 will need at least 2 mobilizations to allow for patron parking and access throughout the duration of the project.

REFERENCES:

A) Federal Specification ASTM Specification D5727 (formerly Federal Specification RP-355).

2) MATERIALS:

A) Emulsified coal tar pitch pavement sealer, Brewer cote or equal, will conform to the following requirements:

1) Federal specification ASTM Specification D5727 (formerly Federal Specification RP-355).

2) The tar pitch prior to emulsification shall conform to ASTM D-490 grade RT-12. Oil and gas tars shall not be used even though they might comply with ASTM D-490.

3) The emulsion shall be produced using a colloid mill to insure homogeneity and appropriate size particles in suspension. Only ball clays will be acceptable.

4) The Contractor will provide a certification with each emulsion delivery indicating compliance with above requirements.

5) Water used as diluents shall be potable and free of excessive minerals and contaminants.

B) Sand aggregate will be washed and graded silica sand, free of all contaminant and conforming to the following gradation:

Sieve size #40-60 with 100% passing on #20 sieve.

C) Latex additive - Tarmax R-100 or equal. The additive must mix homogeneously and be completely compatible with the coal tar emulsion, water, and sand system.

3) EQUIPMENT:

All tools and equipment necessary to perform the Contract in accordance with the specified terms and conditions, such as brushes, hand squeegees, pumps and hose equipment, storage tanks, mixing tanks, power sweepers, blowers, barricades and applicator equipment shall be provided as required by the Contractor. All methods employed in performing the Work and all equipment necessary for executing any part of this Work shall be subject to approval by the Owner before Work is started, and whenever found unsatisfactory will be changed. Distributors used on the job will have mechanical mixing devices incorporated in their construction to assure homogeneous mixing of the emulsion and required additives. No hand mixing equipment will be allowed. The distribution system must be adequate to apply a uniform coating at the specified rates of application.

4) PREPARATION OF SURFACE:

Thoroughly inspect the pavement surface for minor cracks and other imperfections. Areas that have been subjected to fuel and oil spillage, shall be wire brushed or scraped to remove any excess dirt and grease accumulations. The area shall then be primed with an acrylic copolymer latex such as Tarloc, or approved equal to or superior product, to provide proper bonding on the sealcoat. Immediately before application of sealer, clean the surface of all loose dust, dirt, leaves, and any other foreign materials by sweeping, blowing, or flushing with water, or the combination of the three.

5) PREPARATION OF THE TAR EMULSION:

A) Required coal tar emulsion mixture ratio.

Coal tar emulsion 100 gallons

Water 40 gallons

Latex additive 3 gallons

Sand 300 pounds

B) Aggregate shall be added at a slow uniform rate, after the mix water and latex additive have been dispersed into the tar emulsion. Slow mixing shall be continuous from the time all materials are placed into the mixer until the slurry is applied to the pavement.

6) APPLICATION: 2 - COATS:

A) First coat:

1) Application may be made by hand brushes, squeegees, or mechanical spray applicators. Coverage rate of 50-75 square feet per gallon.

2) Allow sealer to dry thoroughly before applying the second coat.

B) Second Coat:

1) The second coat shall be applied at right angles to the first coat.

2) Coverage rate of 75-100 square feet per gallon.

3) Allow the second coat to thoroughly dry before opening to traffic.

C) Sealer will not be applied unless the air and surface temperature is 50 F. and rising. Sealer shall not be applied under rainy or wet conditions. The finished surface shall present a uniform appearance and texture.

7) STRIPING:

A) Striping will be done with an acrylic latex traffic paint.

B) Striping shall be placed in the existing configuration, and locations.

C) Striping shall be 4" wide, neatly sprayed with no over spray permitted.

D) Re-striping of the pavement areas shall include asphalt pavement only. Some of the existing concrete curb and gutter in the park is painted. All painted concrete is excluded from this project.

8) CRACKFILLING: HOT APPLIED

A) Material to exceed federal specifications SS-S-164 WR Meadows HI-Spec or equal.

B) Prior to the application of crack sealer, cracks and joints over 1/4" shall be cleaned to remove all vegetation and debris from the cracks.

C) The cleaned cracks shall be sealed using a double oil jacketed melter. Direct fire units will not be allowed.

D) The crack sealer shall be applied to provide a neat uniform band approximately 2" wide.

Appendix

- Map of Central Park Pavement Areas.

Area #1 Family Recreation Center, Service Drive, and Maintenance Facility

- Crack filling
- Sealcoating
- Re-striping



Area #2 Tennis Center Drive

- Crack filling
- Sealcoating
- Re-striping



Area #3 North Athletic Field Parking Lot

- Crack filling
- Sealcoating
- Re-striping



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: GENERAL USE REGULATIONS CHAPTERS 6-9	**AGENDA NO:** 9 B **MEETING DATE** JULY 20, 2026

STAFF REVIEW: Deputy Director, 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 maintains General Use Regulations to establish and maintain control over District property and its uses by the public. The district is in the process of evaluating and updating the nine chapters and sub-sections of the regulations.

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

Chapters six through nine addresses permitting, park policing, and dismissal and exclusion from district sites. A draft with proposed changes is included.

ACTION PROPOSED: For Review and Discussion Only

Chapter 6. Permits

Sec. 6.1 Permit Process

a) For purposes of this section, the term "exercise of First Amendment rights" shall include, without limitation, parades, marches, demonstrations, rallies, religious services, speeches, solicitation of votes, petitions for signatures or contributions, picketing and leafleting.

b) Permits may be granted upon proper application and approval where the applicable section of these Regulations or any other District ordinance, policy, rule, or regulation requires a Permit in order to engage in a particular use or activity. No Person shall be discriminated against in the granting of Permits because of race, sex, sexual orientation, religion or creed, color, ancestry or national origin.

c) Every Person requesting a Permit shall complete and file a written application with the Executive Director or ~~his or her~~their designee on forms provided by the District, and shall pay applicable application fees at the District's administrative offices located at 1450 Forest Gate Road, Oak Brook, IL 60523. The application shall be dated when received and a receipt shall be issued to the applicant.

d) Unless otherwise provided in another section of these Regulations or other District ordinances, rules, or regulations, all applications for Permits not involving the exercise of First Amendment rights must be received by the District at least ~~twenty-one (21)~~five (5) calendar days prior to the use for which a Permit is sought. Permits requested less than five (5) days in advance will be issued based on availability and at the discretion of the district. Applications for Permits involving the exercise of First Amendment rights must be received by the District at least three (3) working days prior to the event requested.

e) Except for applications for Permits involving a commercial activity or for the sale or delivery of alcoholic beverages, the District shall issue the requested Permit without unreasonable delay unless:

1) The proposed activity violates these Regulations, or any applicable federal, state, local, and/or other District law, rule, or regulation;

2) A prior application for a Permit for the same date, time, and location has been or will be granted, and the use authorized by that Permit does not reasonably allow multiple occupancy of that particular location by more than one permittee;

3) The proposed use is of such a nature that it cannot reasonably be accommodated in the particular location applied for considering, without limitation, the likelihood of damage to District resources or facilities, damage

to an environmentally sensitive or protected area's ecosystem, impairment of

a protected area's atmosphere of peace and tranquility, unreasonable interference with District functions, buildings, facilities, operations, programs or activities, unreasonable interference with the use or purpose of the District property applied for, or similar factors;

4) The proposed use would substantially impair the operation or use of facilities or services of District concessionaires or contractors; or

5) The proposed use would so dominate the use of District property as to preclude other Persons from using and enjoying it.

f) If the application is approved, the District shall issue a written Permit to the applicant. If the application is denied, the District shall issue the applicant written reasons for denying the application.

g) If an application is denied on the basis of a scheduling conflict or inappropriateness of the location, duration, or time of the activity, the District will make a reasonable effort to arrange an alternative location, duration, or time that is acceptable to the applicant. If the District denies an application and the applicant is dissatisfied with the reason for such denial, the applicant may appeal the decision to the Board. If the Board rejects the appeal after full review, or if time for full review is not available, the applicant may appeal the decision to the appropriate state or federal court. All other decisions on the issuance of Permits by the District are final.

h) Any Permit granted by the District shall contain lawful prerequisites to the issuance of the Permit and restrictions on the conduct of the Permitted use, including, without limitation: payment of a reasonable fee; general liability insurance coverage; an agreement to fully indemnify and hold the District harmless from any liability or costs resulting from the use; a requirement that the Persons involved in the use observe these Regulations, all federal, state, local, and District laws, ordinances, rules, and regulations; time, duration, and location restrictions; a restoration deposit; a written agreement by the applicant to fully restore any District property soiled or damaged by the use; and, any other reasonable restriction necessary for the efficient and orderly contemporaneous administration of the use and other activities authorized by the Permit, as well as regularly scheduled District uses, functions, programs, and activities.

i) Any Person holding a valid Permit issued by the District for use of District property may use that District property to the exclusion of any other Person except for the District and its employees and authorized agents.

j) Subject to the terms of subsection (g) above, the District may make necessary changes or place necessary additional restrictions on any Permit after it has been issued.

k) Violation of the terms, restrictions and conditions contained in the Permit may result in the suspension or revocation of the Permit.

l) Unless specifically provided for elsewhere in these Regulations, no Permit shall be issued for a period in excess of seven (7) consecutive calendar days. A Permit may be extended for like periods of time pursuant to a new application, unless another Person has requested use of the same location and use of that location by more than one permittee is not reasonably possible.

m) For uses involving the exercise of First Amendment rights, the District may waive any application or Permit fees if the applicant demonstrates that the cost of such fees is prohibitive. An applicant must request such a waiver in writing when submitting the Permit application.

Chapter 7. Offenses Affecting District Functions

Sec. 7.1 Police/Security Force

a) The Village of Oak Brook Police Department, through an intergovernmental agreement, has the authority to enforce all federal, state, local and District laws, rules, regulations, and ordinances, including these Regulations on District property. Village of Oak Brook police officers shall have the authority to eject from District property, arrest, or issue citations to any Person who violates these Regulations or any applicable federal, state, local, and/or other District laws, rules, regulations or ordinances on District property.

b) All municipal, county, state and other law enforcement authorities shall also be authorized to enforce these Regulations and all other laws and regulations, including District ordinances, on District property.

Sec. 7.2 Rules to be Obeyed

No Person shall violate or disobey any provision of these Regulations or any other District ordinance, policy, rule or regulation regulating conduct or activities on District property even through the same may not have been posted. No Person shall violate or disobey the direction or instructions contained in any notice or sign posted by the District relating to the use of District property, or the directions or instructions of any member of the Village of Oak Brook Police Department or any employee of the District seeking to enforce compliance with these Regulations, or any applicable federal, state, local and/or other District laws, rules, or regulations.

Sec. 7.3 Parties to Violation of these Regulations

a) Every Person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act in violation of these Regulations or other ordinance, rule or regulation of the District, as a principal, agent, or accessory, shall be guilty of such offense, and every Person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, requires, permits, or directs another to violate any provision of these Regulations is likewise guilty of such offense.

b) Any Person who is the owner, registered owner, or Person in control of any animal, vehicle or other property of any kind brought, placed, parked or allowed to remain on District property in violation of these Regulations or other District ordinance, rule, or regulation, shall be deemed prima facie responsible for such violation and shall be subject to the penalties provided herein.

Sec. 7.4 Temporary Dismissal

a) A Person who violates any of these Regulations or any other law, ordinance or rule that threatens the safety of the District's patrons, staff and/or property, may be issued a "Notice of Temporary Dismissal," meaning that the Person must leave District property immediately and may not enter into any District property for the length of time designated on the "Notice of Temporary Dismissal" which, depending on the seriousness of the violation may be from one (1) to six (6) days. Any such Person issued a "Notice of Temporary Dismissal" who returns to any District property during the dismissal period may be arrested for trespassing.

b) The officers of the Oak Brook Police Department, the District's Executive Director, and other officers of the District are authorized to issue a "Notice of Temporary Dismissal" and to determine the length of the dismissal period.

Sec. 7.5 Exclusion

a) A Person who receives three (3) or more citations during any sixty (60)-day period for violation of these Regulations, or any other law, ordinance, or rule while on any District property is subject to "exclusion," meaning that Person must leave the District property immediately and shall not enter into any District property for a time-period ranging from one (1) week to one (1) year. A Person who enters any District property during the period of exclusion may be arrested for trespassing.

b) The length of the exclusion depends on the number of violations committed previously and on the severity of the violations. Any official of the District or any Oak Brook Police Officer has discretion to decide how long the exclusion should be, using the following guidelines:

Exclusion for up to sixty (60) days:

- Three (3) citations or one (1) temporary dismissal during a sixty (60)-day period before issuance of the current citations; or
- Four (4) citations during the twelve (12)-month period before issuance of the current citation.

Exclusion for up to one hundred eighty (180) days:

- Two (2) or more temporary dismissals during the sixty (60)-day period before issuance of the current citation; or
- Five (5) citations during the twelve (12)-month period before issuance of the current citation.

Exclusion for up to three hundred sixty-five (365) days:

- Three (3) or more temporary dismissals during the sixty (60)-day period before issuance of the current citation; or

- Six (6) citations during the twelve (12)-month period before issuance of the current citation.

c) These guidelines shall not prevent, limit, or delay the district in taking any exclusionary action where the district deems such action to be appropriate. The guidelines for exclusion need not be followed under circumstances where the Executive Director believes that a person's unsatisfactory behavior warrants accelerated or compound exclusionary action, up to and including exclusion from any Oak Brook Park District property for a period up to one year.

d) Appeal of Notice of Exclusion. Exclusion for longer than seven (7) days may be appealed to the District's Executive Director. Promptly after receipt of a written request for an appeal, the Executive Director will conduct an informal hearing where the Person subject to exclusion and a District representative may present facts, circumstances, evidence and witnesses to support their respective positions and may cross-examine witnesses presented by the other side. After the conclusion of the hearing, the Executive Director shall issue a written determination on the appeal.

Sec. 7.6 <u>General Penalty</u>

a) In all cases where the same offense is made punishable or is created by different clauses or sections of these Regulations, the prosecuting officer may elect under which to proceed, but not more than one recovery shall be had against the same Person for the same offense; provided that the revocation of a license or Permit or a fine imposed in an administrative hearing shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

b) Where an act or omission is prohibited or declared unlawful and no penalty or fine or imprisonment is otherwise provided, the offending Person shall be fined not less than $100 or more than $1,000 for each offense. Each day that a violation continues shall be deemed a separate offense. In addition to any fine, the District may revoke the privilege to use all or some of the facilities of the District for such length of time as is determined appropriate by the District in accordance with section 7.4 hereof.

c) Whenever a finding of guilty is entered by a court or a plea of guilty is entered by a defendant, the court may, in addition to any fine imposed, enter an order to pay restitution, with restitution to be in an amount not to exceed actual out-of-pocket expenses or loss proximately caused by the conduct of the defendant. The court shall determine the amount and conditions of payments.

d) All fines, when collected, shall be paid into the treasury of the District.

Sec. 7.7 Civil Suits

Nothing in this ordinance shall be construed to prevent or preclude the lawful use by the District of civil remedy at law, to correct an abuse or loss suffered by the District as a result of violation of this ordinance or any law of the State.

Sec. 7.8 Non-exclusivity of Penalties

The penalties provided for herein are in addition to and not exclusive of any other remedies available to the District as provided by applicable law.

Chapter 8. Repeal

All District ordinances, resolutions, policies, rules and regulations or parts thereof in conflict or inconsistent with any of the provisions of these Regulations are hereby repealed.

Chapter 9. Publication and Effective Date

Sec. 9.1. Publication in Book Form

In lieu of other publications, these Regulations shall be published in ~~book~~ print or digital form, and when so published, shall become effective with the same force and effect as if otherwise published. Such ~~book or pamphlet~~print or digital form shall be received as conclusive evidence of the passage and legal publication of these Regulations in all courts and other places without further proof of the passage and publication of these Regulations.

Sec. 9.2. Effective Date

These Regulations shall take effect and be in force ten (10) days after the date of its passage, approval, and publication in ~~book or pamphlet~~print or digital form as provided for herein.

Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: FIRE ALARM CONTROL PANEL UPGRADE	AGENDA NO.: 9 C MEETING DATE: JULY 20, 2026

STAFF REVIEW: Superintendent of Parks & Maintenance, Jake Stachowiak:

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 Simplex 4100 fire alarm control panel that services the Family Recreation Center is beyond its useful life and in need of replacement. The panel is over 25 years old, and is obsolete. ADA and National Fire Code requires the panel to be capable of synchronizing the visual strobe lights throughout the building when activated, and the existing panel does not have this capability. In addition, the replacement parts are difficult to source. The fire alarm panel is a proprietary Johnson Controls-Simplex system, integrated with alarm pull stations, strobe lights, annunciators, and the monitoring/communication devices.

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

- The project scope includes:
- Replace the existing Simplex 4100+ fire alarm control panel (FACP) and replace with Simplex 4100ES FACP.
- Replace all cards, power supplies, and relay boards with new.
- Provide retrofit kits and batteries.
- Install (1) new smoke detector above the fire panel.
- Remove (33) non-sync horn/strobes and (26) non-sync strobes. Replace with new sync-style horn/ strobes and strobes.
- Provide test and certification of new equipment and devices.

The proprietary system would be purchased through Johnson Controls Fire Protection LP Sourcewell Contract # 121024-JHN. The equipment and installation cost per the Sourcewell contract is $47,421.68.

Action Proposed:

For Review and Discussion Only



Quote Proposal
Quote # : US2657204
Account : Oak Brook Park District

This quote is valid for 30 days

Presented By:
Craig Penzien
Johnson Controls Fire Protn LP
3007 Malmo Dr Arlington Heights
IL USA 60005-0000
Phone:
Email: craig.penzien@jci.com

Presented To:
Oak Brook Park District
1450 Forest Gate Rd
Oak Brook IL 60523-2159

Worksite Location:
Family Recreation Center
1450 Forest Gate Rd
Oak Brook IL 60523-2159

The Power behind **your mission**

Quote Created Date: 07-09-2026
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SCOPE OF WORK

Summary
Upgrade existing fire alarm panel and notification devices (strobes and horn/strobes) for visual syncing purposes and compliance.

Scope

Replace the existing Simplex 4100+ fire alarm control panel (FACP) and replace with Simplex 4100ES FACP.

This will entail replacing all cards, power supplies, and relay boards with new.

Provide retrofit kits and batteries.

Install (1) new smoke detector above the fire panel.

Remove (33) non-sync horn/strobes and (26) non-sync strobes. Replace with new sync-style horn/strobes and strobes.

Provide test and certification of new equipment and devices.

Clarifications

This proposal is based upon site survey and tech reports.

This proposal does not include permits or review fees.

If permits are required these will be assessed at the time of the project and presented to the customer as a change order.

All other existing devices and cabling are to remain and be reused. These devices and cabling are assumed to be in good working condition. If these devices and cabling are found to be defective, a change order will be provided to the customer to repair or replace the defective devices and or cabling.

As well the new notification power supply circuits for horns and strobes are more sensitive to shorts and grounds than the older power supplies.

If circuits are found to have shorts and grounds existing a change order will be provided to the customer to cover the time and material costs to fix the cabling.

This proposal is subject to AHJ approval.

This proposal does NOT provide for full building drawings or submittal package.

Panel build drawings only.

This proposal does not include premium time. Overtime or holiday work required (as a result of project delays created by others) will be justification for a Change Order.

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SCOPE OF WORK

This proposal does not include procurement or coordination of monitoring service for the fire alarm/security system.

This proposal includes a one (1) year standard parts and labor warranty in accordance with Johnson Controls terms and conditions.

The proposal provides for estimated taxes, however additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Delays, Costs and Extensions of Time

Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

50% deposit is required.
The deposit is invoiced to the customer once the project is booked. Invoice is expected is to be paid within 30 days.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

This proposal is valid for 30 days.

This proposal does not include procurement or coordination of monitoring service for the fire alarm/ security system.

This proposal includes a one (1) year standard parts and labor warranty in accordance with Johnson Controls terms and conditions.

Terms and conditions of customer's purchase order/contract shall be subject to Johnson Controls review. Final agreement to terms shall be by written agreement between customer and Johnson Controls.

Please contact Tianna Tyler at 224-374-0994 and or Craig Penzien 630-327-0538 with any questions.

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QUOTATION

QUOTATION FOR

Oak Brook Park District

BILL TO

Oak Brook Park District
1450 Forest Gate Rd
Oak Brook IL 60523-2159

WORKSITE

Family Recreation Center
1450 Forest Gate Rd
Oak Brook IL 60523-2159

PRICING AGREEMENT:

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 121024-JHN.

QUOTE TOTALS

INSTALL TOTAL	$47,421.68
PRE-TAX TOTAL	$47,421.68
SALES TAX	$0.00
TOTAL PRICE	$47,421.68

This quote includes estimated sales tax only, and any additional sales tax will be charged where applicable. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

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SYSTEM SUMMARY

Qty	Item #	Description
		Standard Warranty
1	901000038	FA - Standard Warranty (12 months)
		Oak Brook FACP 4100-Devices
1	FREIGHT	FREIGHT
1	4100-9921	4100U RETRO KT 2 BAY BGE GLS D
3	4090-9001	IAM SUPERVISED IDNET
3	YJ1263	BRACKET/COVER IAM 2-GANG RED
1	4098-9714	SSD PHOTO SENSOR
1	4098-9792	SSD SENSOR BASE
1	4009-9201	NAC EXTENDER 120VAC, IDNET
26	4906-9101	V/O M-C NON-ADDRESS, RED, WALL
33	4906-9127	A/V M-C NON-ADDRESS, RED, WALL
59	4905-9836	COSMETIC ADAPTER PLATE RED
1	2081-9297	SIESMIC BATTERY BRACKET 33AH
2	2081-9276	LIFEALARM BATTERY 33AH SHORT
2	400033720	12V 7 AMP-HOUR LEAD-ACID BAT
		Oak Brook FACP 4100-Prof Services
	950000014	Project Labor - DESIGN
	950000012	Project Labor - CAD
	950000018	Project Labor - PM
	950000016	Project Labor - PREP
	950000017	Project Labor - TECH
		Oak Brook FACP 4100-Install
	950000025	SUBCONTRACTING LABOR
		Oak Brook FACP 4100
1	4100-9701	ES-PS MSTR CTRLR 2X40
1	41002152	2BAY GLASS DR PKG FACTORY ONLY
1	41007905	BI - FACTORY BUILT MAIN CONFG
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE

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SYSTEM SUMMARY

1	4100-6031	CITY MODULE W/DISCONNECT
1	4100-3117	MSTR CTLR IDNET2, FACTORY ONLY
3	4100-5450	NAC CARD
3	4100-5013	8 POINT ZONE/RELAY MODULE
3	4100-0644	120V ES-PS PDM HARNESS
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT
3	4100-5131	ES-PS FAN MODULE
1	4100-5401	ES-PS POWER SUPPLY
1	4100-5402	ES-XPS POWER SUPPLY
3	4100-1277	16 RED/YEL PLUGGABLE LED MOD
1	4100-3209	8 PT 3A AUX RELAY CARD
1	4100-1288	64/64 LED/SWITCH CONTROLLER
5	4100-1279	2" BLANK DISPLAY MODULE
1	4603-9101	LCD ANNUNCIATOR
1	FREIGHT	FREIGHT

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SIGNATURE

Customer and Johnson Controls acknowledge having read and being bound by the terms and conditions of this Quotation: US2657204

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:
In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing.**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email, paid via Electronic Funds Transfer and are dueNet 30from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values		
Item #	**Description**	**%**
1	Deposit	50%
2	Mobilization	10%
3	Engineering	TBD
4	Material	TBD
5	Installation	TBD
6	Commissioning	TBD
*To be mutually agreed upon in writing at a later date		

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This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ **NO: This signed contract satisfies requirement**

☐ **YES: Please reference this PO Number:** _____

Offered By: Johnson Controls Fire Protection LP 3007 Malmo Dr Arlington Heights IL USA 60005-0000 Telephone: Representative: Craig Penzien Email: craig.penzien@jci.com	Accepted By: (Customer) Company: Oak Brook Park District Address: 1450 Forest Gate Rd Signature: _____ Title: _____ Date: _____

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1. **Deposit, Invoicing and Payments**. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth in Johnson Controls' proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or offsite. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution.
All invoices will be delivered via Email, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.
All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.
Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/ provincial, and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located

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on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6.Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against

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personal injury, death, and property damage,continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10.Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:
- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas,vapor, dust or fume or the creation of an oxygendeficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States, risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and remobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of

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interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16.Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19.Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this

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Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

23.Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24.Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25.Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

26. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii)) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of

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components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

30. One-Year Claims Limitation; Forum; Choice ofLaw. Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work Customer will pay all of Company's reasonable collection costs (including legal fees and expenses). **31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this

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TERMS AND CONDITIONS

Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. Software and Digital Services.Digital Enabled Services. Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloudhosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. **Digital Solutions.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's thenapplicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

36. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. *Company as* : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. ***Company as :***Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such

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collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. LICENSE INFORMATION (US SECURITY SYSTEMCUSTOMERS): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES.** This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

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Oak Brook Park District

BOARD MEETING

AGENDA ITEM – HISTORY/COMMENTARY

ITEM TITLE: REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES (REQUIRES WAIVING THE BOARD RULES TO APPROVE AT THIS MEETING.)	**AGENDA NO.**: 9 D **MEETING DATE**: JULY 20, 2026

STAFF REVIEW:

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):

In 2016, following a Request for Qualification process, the Board of Commissioners appointed Robbins Schwartz as legal counsel for the Oak Brook Park District.

The District has utilized Robbins Schwartz as legal counsel since that appointment.

Issuing an RFQ would not commit the District to changing legal counsel. Rather, it would provide the Board with an opportunity to assess the District's legal service needs, evaluate qualifications and approach from multiple firms, and determine whether the District is best served by continuing its current relationship or selecting new counsel.

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

The proposed timeline for the RFQ process is as follows:

- July 21, 2026 - RFQ Issued
- August 5, 2026 - Responses Due (12:00 p.m. CT)
- August 17, 2026 - Board Review of Qualifications and Potential Interviews
- September 21, 2026 - Potential Appointment of Legal Counsel at the Regular Board Meeting

Should the Board authorize the issuance of the RFQ, responses received would be reviewed by the Board in Closed Session, with any final action regarding the appointment of legal counsel occurring in Open Session at a future meeting.

ACTION PROPOSED:

A Motion (and a Second) to waive the Board's Rules to approve, at this meeting the Request For Qualifications For Legal Services.

A Motion (and a Second) to Approve the Request For Qualifications For Legal Services.

OAK BROOK PARK DISTRICT
REQUEST FOR QUALIFICATIONS (RFQ)
LEGAL SERVICES
July 21, 2026

I. INTRODUCTION

The Oak Brook Park District ("Park District") is soliciting Statements of Qualifications (SOQs) from qualified attorneys or law firms to provide general counsel and legal services. The selected firm or attorney will have expertise in municipal, park district, and special district law, including but not limited to contract law, land use, public finance, employment law, litigation, and other legal matters encountered by local government entities.

The Park District seeks a long-term relationship with a firm or attorney that can provide efficient, professional, and responsive legal services to support its governance, operations, and community services.

II. BACKGROUND

The Oak Brook Park District serves residents of Oak Brook, Illinois, operating within DuPage and Cook Counties. The District manages a variety of recreational, educational, and cultural programs across its parks, recreational facilities, and community centers.

Governed by a five-member Board of Commissioners, the Park District operates under the Illinois Park District Code and other applicable Illinois laws. Day-to-day management is conducted by the Executive Director, who reports to the Board. The Park District covers approximately 8.71 square miles and serves a population of approximately 9,138 residents.

Legal services will support the Park District's administrative and operational needs, including compliance with state and federal regulations, contract review, employment law matters, land use, public finance, and other relevant issues.

III. SCOPE OF SERVICES REQUESTED

The selected legal counsel will provide general legal services as needed, including but not limited to:

- Compliance with the Illinois Park District Code
- Contract drafting, review, and negotiation
- Employment and labor law
- Real estate transactions and land use matters
- Zoning and development regulations
- Public finance, including budgeting and appropriations

- Risk management (liaison with Park District Risk Management Association)
- Municipal pension matters (Illinois Municipal Retirement Fund)
- Public procurement and bidding compliance
- Litigation and dispute resolution
- Ethics and conflict-of-interest compliance
- Taxation, including levies, abatements, and objections
- General legal counsel for business operations
- Freedom of Information Act (FOIA) compliance
- Open Meetings Act (OMA) compliance
- Referendum assistance
- Other legal matters as assigned

The Park District is not seeking proposals for specialized legal services such as workers' compensation, insurance claims, or bond counsel but may engage outside counsel as needed for those services.

IV. RESPONSE CONTENTS

Each response must include the following information:

1. Firm's Legal Experience:
    - Overview of the firm's expertise in the areas listed in the Scope of Services
    - Experience representing municipal governments or park districts

2. Firm Organization and Structure:
    - Firm size, structure, and areas of practice
    - Office locations and staffing assigned to the Park District

3. Attorney Qualifications:
   Resumes of attorneys likely to be assigned, detailing:
    - Professional background and education
    - Years of experience in municipal or park district law
    - Position within the firm
    - Continuing education and professional development

4. References:
    - Five (5) professional references, with at least three references of similar service needs, including contact details and nature of the relationship

5. Conflict of Interest Disclosure:
    - Any potential or actual conflicts of interest with the Park District, its officials, or employees (see Section IX)

6. Proposed Compensation Structure:
    - Hourly billing rates for attorneys and support staff
    - Charges for legal research, copies, and other expenses
    - Proposed monthly retainer for routine legal services
    - Billing increments
    - Board meeting attendance

7. Service Delivery:
    - Expected response times for legal opinions and contract reviews
    - Methods of communication (in-person meetings, emails, phone calls)
    - Review of Board packets
    - Availability for regular and special Board meetings
    - Updates on new legislation affecting the Park District
    - Roles of partners vs. associates in service delivery

8. Professional Liability Insurance:
    - Confirmation of Cyber, General, and Professional liability insurance and coverage amounts (minimum coverage requirements will be discussed separately)

9. Additional Information:
    - Any other relevant information that would assist in evaluating your qualifications

V. RESPONSE SUBMISSION

All proposals must be submitted in a sealed envelope labeled "RFQ Response – Legal Services" and must include:

- One (1) original unbound document
- One (1) complete electronic copy in PDF format (via email)

Submission Deadline:
Wednesday, August 5, 2026, by 12:00 PM (Central Time)

Submit to:
Oak Brook Park District
Attn: Laure Kosey, Executive Director
1450 Forest Gate Road
Oak Brook Park District

Electronic copies should be sent to: lkosey@obparks.org

Late submissions will not be considered. The Park District will not reimburse costs associated with response preparation.

VI. RIGHT TO REJECT

The Oak Brook Park District reserves the right to reject any or all proposals received in response to this RFQ, waive any irregularities, informalities, or technical deficiencies, and accept the proposal that best serves the interests of the Park District, even if it is not the lowest cost. The Park District may also enter into further negotiations with any respondent to clarify proposals or reach more favorable terms. Additionally, the Park District reserves the right to cancel, modify, or reissue this RFQ if it is determined to be in the Park District's best interest.

VII. EVALUATION CRITERIA

Proposals will be evaluated based on the following:

1. Legal Experience & Expertise (30%): Demonstrated experience in municipal and park district law
2. Qualifications & Availability (25%): Background, experience, and responsiveness of assigned attorneys
3. Service Approach (20%): Proposed method of communication, turnaround time, and overall service delivery
4. References (15%): Feedback from similar clients regarding performance and reliability
5. Proposed Fees & Cost Structure (10%): Reasonableness and flexibility of pricing structure

The Park District reserves the right to conduct interviews with select firms.

VIII. TIMELINE AND NOTIFICATION OF AWARD

Date	Milestone
Tuesday, July 21, 2026	RFQ Issued
Wednesday, August 5, 2026	Responses Due (by 12:00 PM CT)
Monday, August 17, 2026	Board Review and Potential Interviews
Monday, September, 21, 2026	Board Appointment at Regular Meeting

It is anticipated that the selected firm or attorney will be notified before the September 21, 2026 Board Meeting. The contract will be based on the proposal and any subsequent negotiations.

IX. CONFLICT OF INTEREST DISCLOSURE

Respondents must disclose any relationships, financial interests, or other circumstances that could create a conflict of interest in representing the Oak Brook Park District. The firm must certify that it has conducted a thorough conflict-of-interest review and will provide full disclosure as part of the submission. Failure to disclose conflicts may result in disqualification.

X. QUESTIONS

All questions regarding this RFQ must be submitted in writing to Laure Kosey, Executive Director, lkosey@obparks.org. Responses will be shared with all interested firms.

The next Regular Meeting of the Oak Brook Park District Board of Commissioners will be held on August 17, 2026, 6:30 p.m.

Adjournment