

**Glen Ellyn Park District  
Board of Commissioners  
Workshop Meeting  
September 6, 2022  
185 Spring Avenue  
7:00 p.m.**

*Meetings of the Park Board of Commissioners will be held in-person while also enabling attendance remotely by Zoom conference until further notice as permitted by the Gubernatorial Disaster Proclamation in Response to COVID-19 (COVID-19 Executive Order 5) exempting the requirement of the Open Meetings Act for the physical presence of the Commissioners at the meeting and permitting Commissioner attendance by video, audio, or telephone access.*

*This meeting will be conducted in – person also with the opportunity to attend and participate by audio or video conference without a physically present quorum of the Glen Ellyn Park District Board of Commissioners because of a disaster declaration related to COVID-19 public health concerns affecting the jurisdiction of the Park District. Commissioners, the Executive Director, Staff, and chief legal counsel might not all be physically present at the 185 Spring Avenue address in Glen Ellyn, due to the disaster. Physical public attendance at the 185 Spring Avenue address in Glen Ellyn may be limited or not feasible, so alternative arrangements for public access to hear the meeting are available via the instructions listed below. The meeting will also be audio or video recorded and made available to the public, as provided by law.*

*The public is invited to attend in-person or join the conference. Please email Dave Harris at [dharris@gepark.org](mailto:dharris@gepark.org) for the Meeting ID and password by 6:00pm on the Tuesday of the meeting. Plan to join the meeting 5-10 minutes before the start of the meeting at 7pm.*

**Public participation instructions:**

*Members of the public will be automatically muted, therefore, please email any public comment to Dave Harris at [dharris@gepark.org](mailto:dharris@gepark.org) by 6:00pm on the Tuesday of the meeting. Emailed comments will be read into the official record during this meeting.*

- I. Call to Order**
- II. Roll Call of Commissioners**
- III. Pledge of Allegiance**
- IV. Changes to the Agenda**
- V. Public Participation**
- VI. Voucher List of Bills Totaling \$ 558,271.86**

- VII. Contract – Ackerman Facility Improvements**
- VIII. Contract– New Maintenance Facility Construction**
- IX. Contract – Lenox Road**
- X. Contract – Lake Foxcroft Park**
- XI. Contract – Churchill Park**
- XII. Contract – Sunset Pool Improvements**
- XIII. Ackerman Park Hub Lights – Co-op Purchase**
- XIV. Newton Park Concrete Bid**
- XV. Ackerman Park Softball Fields #5&6 Improvement Bid**
- XVI. Sunset Park Playground Installation Bid**
- XVII. OSLAD Resolution – Lake Foxcroft Park Improvement Project**
- XVIII. Staff Reports**
- XIX. Commissioners’ Reports**
- XX. Adjourn**

# Accounts Payable

## Voucher Approval Document

Warrant Request Date: 9/6/2022



### Glen Ellyn Park District

Voucher List Presented to the Board of Commissioners

#### To the Executive Director:

The payment of the attached list of bills has been approved by the Park District Board of Commissioners and as of the date signed below, you are hereby authorized to pay them from the appropriate funds.

Treasurer: \_\_\_\_\_

Date: \_\_\_\_\_

10	Corporate Fund	\$	43,282.00
20	Recreation Fund		333,531.10
55	Special Recreation Fund		444.26
85	Asset Replacement Fund		69,516.00
94	Capital Improvements Fund		111,498.50
		<b>Report Total:</b>	<u>\$ 558,271.86</u>

# Accounts Payable

## Computer Check Proof List by Vendor

User: cyocum  
 Printed: 09/01/2022 - 12:47PM  
 Batch: 00001.09.2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 200054	2cutebyhand Event Entertainment	700.00	09/07/2022	Check Sequence: 1 20-26-000-525500-6801	ACH Enabled: False
	Check Total:	700.00			
Vendor: 103689 6743449	American Soccer Company, Inc. First Aid Kits	769.75	09/07/2022	Check Sequence: 2 20-21-000-535500-1161	ACH Enabled: False
	Check Total:	769.75			
Vendor: 103965 90923	Ancel Glink, P.C. July 2022 Attorney Fees	1,143.75	09/07/2022	Check Sequence: 3 10-00-000-521100-0000	ACH Enabled: False
	Check Total:	1,143.75			
Vendor: 104993 142078/041/178	Aqua Pure Enterprises Inc. Chlorine	4,784.07	09/07/2022	Check Sequence: 4 20-30-500-530600-0000	ACH Enabled: False
	Check Total:	4,784.07			
Vendor: 198981 BT8497	Atlas Bobcat, LLC Skidsteer Windshield	384.16	09/07/2022	Check Sequence: 5 10-10-000-530210-0000	ACH Enabled: False
	Check Total:	384.16			
Vendor: 108315 P54525075	Batteries Plus Lightbulbs	73.75	09/07/2022	Check Sequence: 6 20-30-100-530300-0000	ACH Enabled: True
	Check Total:	73.75			
Vendor: 200012 1212	Big River Race Management Race Timing	2,985.05	09/07/2022	Check Sequence: 7 20-21-000-525500-1201	ACH Enabled: False
	Check Total:	2,985.05			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 200044 164754	Boombah Uniforms	9,720.26	09/07/2022	Check Sequence: 8 20-21-000-535500-1161	ACH Enabled: False
	Check Total:	9,720.26			
Vendor: 202598 GBW	Michael Borge Camp Instruction	400.00	09/07/2022	Check Sequence: 9 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	400.00			
Vendor: 112895 Reimbursement Reimbursement Reimbursement	Julie Carlson Supplies Supplies Supplies	95.43 42.25 32.44	09/07/2022 09/07/2022 09/07/2022	Check Sequence: 10 20-24-000-535500-4612 20-22-000-535500-2375 20-26-000-535500-6801	ACH Enabled: True
	Check Total:	170.12			
Vendor: 113456 7672663 7672819	Central Turf & Irrigation Irrigation Repairs Irrigation Repairs	226.78 89.66	09/07/2022 09/07/2022	Check Sequence: 11 10-10-000-521315-0000 10-10-000-521315-0000	ACH Enabled: False
	Check Total:	316.44			
Vendor: 113916 57936	Chicago Fire & Burglar Inc. Monitoring	89.95	09/07/2022	Check Sequence: 12 20-30-500-521600-0000	ACH Enabled: False
	Check Total:	89.95			
Vendor: 200510	Chicago Fire Football Club, LLC Summer Camps	8,631.00	09/07/2022	Check Sequence: 13 20-21-000-525500-1148	ACH Enabled: False
	Check Total:	8,631.00			
Vendor: 199150 2022-1	Chicago Red Stars Soccer Academy Summer Camp	4,875.00	09/07/2022	Check Sequence: 14 20-21-000-525500-1148	ACH Enabled: False
	Check Total:	4,875.00			
Vendor: 202339 1406	Chicagoland Whistles, Inc. Officials Fees	420.00	09/07/2022	Check Sequence: 15 20-21-000-525500-1141	ACH Enabled: True
	Check Total:	420.00			
Vendor: 202601 Key Deposit	Jason Clarke Return Key Deposit	50.00	09/07/2022	Check Sequence: 16 10-00-000-260100-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	50.00			
Vendor: 202290	Clifford-Wald			Check Sequence: 17	ACH Enabled: False
101507	Water Proof Media	233.00	09/07/2022	10-00-000-530100-0000	
102006	Water Proof Media	435.00	09/07/2022	20-00-000-530100-0000	
	Check Total:	668.00			
Vendor: 115285	ComEd			Check Sequence: 18	ACH Enabled: False
	7/8-8/8/2022 Electric	48.52	09/07/2022	10-00-000-570100-0000	
	Check Total:	48.52			
Vendor: 115186	Commercial Tire Service Inc			Check Sequence: 19	ACH Enabled: False
2220076628	Trailer Tires	693.00	09/07/2022	10-10-000-530340-0000	
2220076645	Truck #423 Tires	241.50	09/07/2022	10-10-000-530340-0000	
	Check Total:	934.50			
Vendor: 202345	Community Athletic Solutions, LLC			Check Sequence: 20	ACH Enabled: False
2052	Summer Classes	4,985.00	09/07/2022	20-21-000-525500-1148	
	Check Total:	4,985.00			
Vendor: 118590	Conney Safety			Check Sequence: 21	ACH Enabled: False
6110963	First Aid Supplies	459.48	09/07/2022	20-21-000-525500-1161	
	Check Total:	459.48			
Vendor: 115370	Conserv FS, Inc.			Check Sequence: 22	ACH Enabled: False
6417345	Grass Seed/Fertilizer	2,265.00	09/07/2022	10-10-000-550400-0000	
	Check Total:	2,265.00			
Vendor: 115438	Cooling Equipment Service, Inc.			Check Sequence: 23	ACH Enabled: True
C5173	4/1-3/31/2023 Contract	2,900.00	09/07/2022	20-30-200-521600-0000	
	Check Total:	2,900.00			
Vendor: 202599	Mary Diloreto			Check Sequence: 24	ACH Enabled: False
GBW	Camp Instruction	311.25	09/07/2022	20-21-000-525500-1145	
	Check Total:	311.25			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 119680	DuPage Cheer and Tumbling Stunt Clinic	380.00	09/07/2022	Check Sequence: 25 20-21-000-525500-1241	ACH Enabled: False
	Check Total:	380.00			
Vendor: 200600 373	EMG Fundraising, LLC Fundraising	1,170.00	09/07/2022	Check Sequence: 26 20-26-000-525500-6845	ACH Enabled: True
	Check Total:	1,170.00			
Vendor: 198979 6786261	Ferguson Enterprises LLC #1550 Faucet	189.00	09/07/2022	Check Sequence: 27 20-30-450-550300-0000	ACH Enabled: False
	Check Total:	189.00			
Vendor: 199400 690767	Fieldturf USA Inc. Training Room Floor	69,516.00	09/07/2022	Check Sequence: 28 85-30-100-541300-0000	ACH Enabled: True
	Check Total:	69,516.00			
Vendor: 129900 #1 #1	Future Pros, Inc. League Fees League Fees	15,863.18 111,545.72	09/07/2022 09/07/2022	Check Sequence: 29 20-21-000-525500-1123 20-21-000-525500-1127	ACH Enabled: True
	Check Total:	127,408.90			
Vendor: 202602 Key Deposit	Jake Glynn Return Key Deposit	50.00	09/07/2022	Check Sequence: 30 10-00-000-260100-0000	ACH Enabled: False
	Check Total:	50.00			
Vendor: 135825 37008293	Heritage FS Inc. Diesel Fuel	1,890.06	09/07/2022	Check Sequence: 31 10-10-000-530500-0000	ACH Enabled: False
	Check Total:	1,890.06			
Vendor: 202412 1123 1135	Identity Graphics, LLC Business Cards Gift Certificates	47.00 780.00	09/07/2022 09/07/2022	Check Sequence: 32 20-00-000-521650-0000 20-00-000-521650-0000	ACH Enabled: False
	Check Total:	827.00			
Vendor: 200360 565-08412	Illinois Central School Bus August Field Trips	680.00	09/07/2022	Check Sequence: 33 20-24-000-525500-4625	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	680.00			
Vendor: 141774	Illinois Cheer Association Cheer Competition	7,700.00	09/07/2022	Check Sequence: 34 20-21-000-525500-1241	ACH Enabled: False
	Check Total:	7,700.00			
Vendor: 199220	Illinois Youth Soccer Association Tournament Fees Tournament Fees	975.00 1,950.00	09/07/2022 09/07/2022	Check Sequence: 35 20-21-000-525500-1123 20-21-000-525500-1127	ACH Enabled: False
	Check Total:	2,925.00			
Vendor: 123355 20109952	Jeff Ellis & Associates Audit	1,100.00	09/07/2022	Check Sequence: 36 20-30-500-521600-0000	ACH Enabled: True
	Check Total:	1,100.00			
Vendor: 202394 Reimbursement	Joann Kim Supplies	20.00	09/07/2022	Check Sequence: 37 20-24-000-535500-4610	ACH Enabled: True
	Check Total:	20.00			
Vendor: 200707 41	Jeremy Kruse Event Photography	100.00	09/07/2022	Check Sequence: 38 20-00-000-521650-0000	ACH Enabled: False
	Check Total:	100.00			
Vendor: 151470 3000672607	Landscape Material Mulch	476.00	09/07/2022	Check Sequence: 39 94-90-000-575110-0000	ACH Enabled: False
	Check Total:	476.00			
Vendor: 200711 Reimbursement	Stacey Lim Event Supplies	194.98	09/07/2022	Check Sequence: 40 20-30-100-535500-0000	ACH Enabled: True
	Check Total:	194.98			
Vendor: 200234 70334	Marathon Sportswear Staff Uniforms	260.76	09/07/2022	Check Sequence: 41 20-30-100-530250-0000	ACH Enabled: True
	Check Total:	260.76			
Vendor: 154610	Market Access Corporation			Check Sequence: 42	ACH Enabled: False



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
7269	July Special Use Permits	1,925.00	09/07/2022	20-30-150-521205-0000	
	Check Total:	1,925.00			
Vendor: 156599	Menard's, Inc.			Check Sequence: 43	ACH Enabled: False
94301	Camp Supplies	59.95	09/07/2022	20-30-100-535500-0000	
94512	Horticulture Supplies	72.03	09/07/2022	10-10-000-550600-0000	
94823	Event Supplies	78.86	09/07/2022	20-30-500-530900-0000	
94917	Supplies	36.90	09/07/2022	10-10-000-530300-0000	
95248	Building Repairs	42.96	09/07/2022	10-10-000-550300-0000	
95310	Pothole Patch	49.37	09/07/2022	10-10-000-550500-0000	
95350	Supplies	78.42	09/07/2022	10-10-000-530300-0000	
95370	Supplies	54.39	09/07/2022	10-10-000-530300-0000	
95385	Supplies	14.16	09/07/2022	10-10-000-530300-0000	
95817	Fertilizer	79.80	09/07/2022	10-10-000-550400-0000	
95821	Camera Installation	71.10	09/07/2022	94-90-865-575110-0000	
95893	Saw Bit	17.49	09/07/2022	10-10-000-530300-0000	
95912	Wood	19.99	09/07/2022	94-90-000-575110-0000	
96116	Paint	30.94	09/07/2022	10-10-000-530600-0000	
	Check Total:	706.36			
Vendor: 202218	Napa Auto Parts			Check Sequence: 44	ACH Enabled: False
	Service #441	163.36	09/07/2022	10-10-000-530340-0000	
	Service #441	75.42	09/07/2022	10-10-000-530340-0000	
	Check Total:	238.78			
Vendor: 161205	Nicor Gas			Check Sequence: 45	ACH Enabled: False
	7/18-8/16/2022 Gas	55.48	09/07/2022	10-00-000-570200-0000	
	Check Total:	55.48			
Vendor: 162999	Official Finders			Check Sequence: 46	ACH Enabled: True
10911	Umpire Fees	1,170.00	09/07/2022	20-21-000-525500-1232	
	Check Total:	1,170.00			
Vendor: 201974	Jason Opoka			Check Sequence: 47	ACH Enabled: False
	Camp Instruction	562.50	09/07/2022	20-21-000-525500-1141	
	Check Total:	562.50			
Vendor: 101134	PDRMA			Check Sequence: 48	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	8/2022 Health Insurance	3,794.79	09/07/2022	10-00-000-565100-0000	
	8/2022 Health Insurance	15,984.05	09/07/2022	10-10-000-565100-0000	
	8/2022 Health Insurance	8,069.96	09/07/2022	20-00-000-565100-0000	
	8/2022 Health Insurance	1,495.02	09/07/2022	20-30-100-565100-0000	
	8/2022 Health Insurance	208.27	09/07/2022	20-30-150-565100-0000	
	8/2022 Health Insurance	507.98	09/07/2022	20-30-200-565100-0000	
	8/2022 Health Insurance	336.46	09/07/2022	20-30-300-565100-0000	
	8/2022 Health Insurance	208.00	09/07/2022	20-30-350-565100-0000	
	8/2022 Health Insurance	336.46	09/07/2022	20-30-400-565100-0000	
	8/2022 Health Insurance	1,293.71	09/07/2022	20-30-450-565100-0000	
	8/2022 Health Insurance	369.86	09/07/2022	20-30-500-565100-0000	
	8/2022 Health Insurance	444.26	09/07/2022	55-00-000-565100-0000	
	8/2022 Property Insurance	3,659.69	09/07/2022	10-00-000-560600-0000	
	8/2022 Liability Insurance	1,784.20	09/07/2022	10-00-000-560600-0000	
	8/2022 Workers Compensation	3,344.77	09/07/2022	10-00-000-560200-0000	
	8/2022 Employment Practice	639.35	09/07/2022	10-00-000-560600-0000	
	8/2022 Pollution Liability	108.64	09/07/2022	10-00-000-560600-0000	
	Check Total:	42,585.47			
Vendor: 202558	Caden Pierce			Check Sequence: 49	ACH Enabled: True
Basketball	Camp Instruction	150.00	09/07/2022	20-21-000-525500-1141	
	Check Total:	150.00			
Vendor: 199121	Pitney Bowes Global			Check Sequence: 50	ACH Enabled: False
3105590366	6/30-9/29/2022 Lease	196.23	09/07/2022	10-00-000-521400-0000	
3105590366	6/30-9/29/2022 Lease	196.23	09/07/2022	20-00-000-521400-0000	
	Check Total:	392.46			
Vendor: 173290	Dave Rajeck			Check Sequence: 51	ACH Enabled: True
Reimbursement	Boot Reimbursement	50.00	09/07/2022	10-00-000-585815-0000	
	Check Total:	50.00			
Vendor: 174978	Jeannie Robinson			Check Sequence: 52	ACH Enabled: True
Reimbursement	Supplies	67.70	09/07/2022	20-24-000-535500-4626	
Reimbursement	Supplies	20.00	09/07/2022	20-26-000-535500-6801	
	Check Total:	87.70			
Vendor: 176093	Russo Power Equipment			Check Sequence: 53	ACH Enabled: True
11197040	Equipment Repairs	178.21	09/07/2022	10-10-000-530210-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
11210937	Field Paint	90.00	09/07/2022	10-10-000-530600-0000	
	Check Total:	268.21			
Vendor: 178125	Service Sanitation, Inc.			Check Sequence: 54	ACH Enabled: False
8459353/354	Port-O-Let Fees	457.47	09/07/2022	20-21-000-525500-1232	
	Check Total:	457.47			
Vendor: 201768	S-NET Communications			Check Sequence: 55	ACH Enabled: True
143521	9/2022 District Phone Service	582.71	09/07/2022	10-00-000-570300-0000	
143521	9/2022 District Phone Service	138.20	09/07/2022	10-10-000-570300-0000	
143521	9/2022 District Phone Service	582.71	09/07/2022	20-00-000-570300-0000	
143521	9/2022 District Phone Service	288.09	09/07/2022	20-30-100-570300-0000	
143521	9/2022 District Phone Service	19.68	09/07/2022	20-30-150-570300-0000	
143521	9/2022 District Phone Service	110.30	09/07/2022	20-30-300-570300-0000	
143521	9/2022 District Phone Service	58.27	09/07/2022	20-30-500-570300-0000	
	Check Total:	1,779.96			
Vendor: 202221	Sparkles Entertainment, Inc.			Check Sequence: 56	ACH Enabled: False
	Event Entertainment	650.00	09/07/2022	20-26-000-525500-6801	
	Check Total:	650.00			
Vendor: 181118	Staples Advantage			Check Sequence: 57	ACH Enabled: False
	Office Supplies	61.92	09/07/2022	10-00-000-530100-0000	
	Office Supplies	61.93	09/07/2022	20-00-000-530100-0000	
	Check Total:	123.85			
Vendor: 199693	Suburban Elevator Company			Check Sequence: 58	ACH Enabled: False
8105973890	7/1-12/31/2022 Contract	409.74	09/07/2022	20-30-200-521600-0000	
	Check Total:	409.74			
Vendor: 182096	Sunburst Sportswear Inc.			Check Sequence: 59	ACH Enabled: False
124516	Tshirts	715.80	09/07/2022	20-21-000-535500-1130	
124553/587	Uniforms	1,139.00	09/07/2022	20-21-000-535500-1141	
124563	Uniforms	292.30	09/07/2022	20-21-000-535500-1127	
124691	Uniforms	3,958.00	09/07/2022	20-21-000-535500-1161	
124737	Uniforms	3,018.00	09/07/2022	20-21-000-535500-1111	
	Check Total:	9,123.10			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 183781	Terrace Supply Company			Check Sequence: 60	ACH Enabled: True
70540191/39511	CO2	840.23	09/07/2022	20-30-500-530600-0000	
70540858/193	CO2	754.90	09/07/2022	20-30-500-530600-0000	
	Check Total:	1,595.13			
Vendor: 200048	The Fun Ones			Check Sequence: 61	ACH Enabled: False
	Event Entertainment	1,985.00	09/07/2022	20-26-000-525500-6801	
	Check Total:	1,985.00			
Vendor: 137161	The Home Depot CRC/GECF			Check Sequence: 62	ACH Enabled: False
	District Plantings	275.20	09/07/2022	10-10-000-550600-0000	
	Check Total:	275.20			
Vendor: 200061	The Perfect Swing & TPS Sports			Check Sequence: 63	ACH Enabled: True
7190/87	Uniforms	1,396.00	09/07/2022	20-21-000-535500-1161	
7210	Uniforms	3,848.00	09/07/2022	20-21-000-535500-1161	
	Check Total:	5,244.00			
Vendor: 200670	The Sweet Girls Desserts, LLC			Check Sequence: 64	ACH Enabled: False
1199	Party Supplies	120.00	09/07/2022	20-30-100-525500-0000	
	Check Total:	120.00			
Vendor: 202065	Jody Tinsley			Check Sequence: 65	ACH Enabled: True
Reimbursement	Supplies	36.00	09/07/2022	20-24-000-535500-4612	
	Check Total:	36.00			
Vendor: 200427	Tres Moustache, Inc.			Check Sequence: 66	ACH Enabled: False
	Event Entertainment	450.00	09/07/2022	20-26-000-525500-6801	
	Check Total:	450.00			
Vendor: 199517	Uline			Check Sequence: 67	ACH Enabled: False
152396382	Gloves/Glasses	397.46	09/07/2022	10-10-000-530300-0000	
	Check Total:	397.46			
Vendor: 199264	Warehouse Direct			Check Sequence: 68	ACH Enabled: True
5277829	Supplies	819.60	09/07/2022	20-30-100-530300-0000	
5277829	Supplies	172.76	09/07/2022	20-30-500-530300-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	992.36			
Vendor: 202597	Weissman			Check Sequence: 69	ACH Enabled: False
Various	Recital Costumes	1,463.90	09/07/2022	20-26-000-535500-6817	
	Check Total:	1,463.90			
Vendor: 202600	David Wuerster			Check Sequence: 70	ACH Enabled: False
Key Deposit	Return Key Deposit	50.00	09/07/2022	10-00-000-260100-0000	
	Check Total:	50.00			
	Total for Check Run:	336,317.88			
	Total of Number of Checks:	70			

# Accounts Payable

## Computer Check Proof List by Vendor

User: cyocum  
 Printed: 08/23/2022 - 9:17AM  
 Batch: 00010.08.2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 200434 831844	Advocate Occupational Health Pre-Employment/CDL Screening	181.00	08/24/2022	10-00-000-585820-0000	Check Sequence: 1 ACH Enabled: False
	Check Total:	181.00			
Vendor: 202129	AEP Energy				Check Sequence: 2 ACH Enabled: False
	7/8-8/8/2022 Electric	2,016.05	08/24/2022	20-30-200-570100-0000	
	7/8-8/8/2022 Electric	319.67	08/24/2022	10-00-000-570100-0000	
	7/8-8/8/2022 Electric	1,471.27	08/24/2022	20-30-450-570100-0000	
	7/8-8/8/2022 Electric	104.35	08/24/2022	20-30-150-570100-0000	
	7/8-8/8/2022 Electric	211.86	08/24/2022	10-00-000-570100-0000	
	7/8-8/8/2022 Electric	96.54	08/24/2022	10-00-000-570100-0000	
	7/8-8/8/2022 Electric	7,802.27	08/24/2022	20-30-100-570100-0000	
	7/8-8/8/2022 Electric	685.57	08/24/2022	20-30-300-570100-0000	
	7/8-8/8/2022 Electric	109.94	08/24/2022	20-30-350-570100-0000	
	7/8-8/8/2022 Electric	2,155.28	08/24/2022	20-00-000-570100-0000	
	7/8-8/8/2022 Electric	2,819.94	08/24/2022	20-30-500-570100-0000	
	7/8-8/8/2022 Electric	19.15	08/24/2022	20-00-000-570100-0000	
	7/8-8/8/2022 Electric	40.19	08/24/2022	20-00-000-570100-0000	
	7/8-8/8/2022 Electric	78.44	08/24/2022	20-00-000-570100-0000	
	7/8-8/8/2022 Electric	155.82	08/24/2022	20-00-000-570100-0000	
	7/8-8/8/2022 Electric	122.59	08/24/2022	10-00-000-570100-0000	
	7/8-8/8/2022 Electric	507.44	08/24/2022	20-30-350-570100-0000	
	Check Total:	18,716.37			
Vendor: 104993 141805/948	Aqua Pure Enterprises Inc. Chlorine	1,613.80	08/24/2022	20-30-500-530600-0000	Check Sequence: 3 ACH Enabled: False
	Check Total:	1,613.80			
Vendor: 198825 08122022	Bricks 4 Kids Oak Brook Summer Classes	4,800.00	08/24/2022	20-22-000-525500-2370	Check Sequence: 4 ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	4,800.00			
Vendor: 202592 GBW	MacKenzie Cater Camp Instruction	100.00	08/24/2022	20-21-000-525500-1145	Check Sequence: 5 ACH Enabled: False
	Check Total:	100.00			
Vendor: 202564 27072819	Chris Mechanical Services, Inc. HVAC Repairs	298.00	08/24/2022	20-30-300-530210-0000	Check Sequence: 6 ACH Enabled: True
	Check Total:	298.00			
Vendor: 200756 PE0803-00022	College of Dupage Court Rental	5,000.00	08/24/2022	20-21-000-525500-1230	Check Sequence: 7 ACH Enabled: False
	Check Total:	5,000.00			
Vendor: 118590 06108659	Conney Safety Ice Packs	210.00	08/24/2022	20-21-000-535500-1120	Check Sequence: 8 ACH Enabled: False
	Check Total:	210.00			
Vendor: 199529 19648	Crown Trophy-20 Meet Awards	141.80	08/24/2022	20-21-000-535500-1222	Check Sequence: 9 ACH Enabled: False
	Check Total:	141.80			
Vendor: 202595 GBW	Anne Dillman Camp Instruction	150.00	08/24/2022	20-21-000-525500-1145	Check Sequence: 10 ACH Enabled: True
	Check Total:	150.00			
Vendor: 119687 1238	Dunham Woods Farm, Inc. Summer Classes	610.00	08/24/2022	20-22-000-525500-2301	Check Sequence: 11 ACH Enabled: False
	Check Total:	610.00			
Vendor: 202588 15466/595/465 15466/595/465	EcoGuard Pest Control Pest Control Pest Control	900.00 381.65	08/24/2022 08/24/2022	20-30-200-521600-0000 20-30-300-521600-0000	Check Sequence: 12 ACH Enabled: False
	Check Total:	1,281.65			
Vendor: 132080	Gold Medal-Chicago, Inc.				Check Sequence: 13 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
391444	Concessions	723.08	08/24/2022	20-30-300-530095-0000	
392059/645	Concessions	2,355.45	08/24/2022	20-30-500-530095-0000	
	Check Total:	3,078.53			
Vendor: 200360 565-08389	Illinois Central School Bus July Field Trip Transportation	3,060.00	08/24/2022	20-24-000-525500-4625	ACH Enabled: False
	Check Total:	3,060.00			
Vendor: 202594 GBS	Catherine Karr Camp Instruction	300.00	08/24/2022	20-21-000-525500-1146	ACH Enabled: True
	Check Total:	300.00			
Vendor: 202468 GBS	Izabelle Kopczewski Camp Instruction	3,906.00	08/24/2022	20-21-000-525500-1146	ACH Enabled: True
	Check Total:	3,906.00			
Vendor: 201958 GBS	Haley Kruis Camp Instruction	1,632.00	08/24/2022	20-21-000-525500-1146	ACH Enabled: True
	Check Total:	1,632.00			
Vendor: 154399	Magic of Gary Kantor Summer Classes	220.20	08/24/2022	20-22-000-525500-2310	ACH Enabled: False
	Check Total:	220.20			
Vendor: 156599 95253/305	Menard's, Inc. Supplies	82.49	08/24/2022	20-30-100-530300-0000	ACH Enabled: False
	Check Total:	82.49			
Vendor: 202589 GBW	Lindsey Payne Camp Instruction	240.00	08/24/2022	20-21-000-525500-1145	ACH Enabled: True
	Check Total:	240.00			
Vendor: 202591 GBW	Jane Pieper Camp Instruction	300.00	08/24/2022	20-21-000-525500-1145	ACH Enabled: True
	Check Total:	300.00			



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 199420 Summer	Franklin Pope Summer Classes	270.00	08/24/2022	Check Sequence: 22 20-21-000-525500-1285	ACH Enabled: True
	Check Total:	270.00			
Vendor: 202596	Prisci Pixy Face Painting & Art Inc. Event Entertainment	300.00	08/24/2022	Check Sequence: 23 20-24-000-525500-4625	ACH Enabled: False
	Check Total:	300.00			
Vendor: 200048 78452	The Fun Ones Event Attractions	705.00	08/24/2022	Check Sequence: 24 20-24-000-525500-4625	ACH Enabled: False
	Check Total:	705.00			
Vendor: 199246 9664646	The Office of the State Marshall Heater Inspections	295.00	08/24/2022	Check Sequence: 25 20-30-500-521600-0000	ACH Enabled: False
	Check Total:	295.00			
Vendor: 200061 7097	The Perfect Swing & TPS Sports Uniforms/Equipment	18,688.00	08/24/2022	Check Sequence: 26 20-21-000-535500-1161	ACH Enabled: True
	Check Total:	18,688.00			
Vendor: 200963	T-Mobile 7/12-8/11/2022 AED Monitoring	35.60	08/24/2022	Check Sequence: 27 10-00-000-585815-0000	ACH Enabled: False
	Check Total:	35.60			
Vendor: 200735 320	Jordann Tomasek Logo Design	315.00	08/24/2022	Check Sequence: 28 20-30-100-521650-0000	ACH Enabled: True
	Check Total:	315.00			
Vendor: 202593 GBW	Dennis Wellman Camp Instruction	1,150.00	08/24/2022	Check Sequence: 29 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	1,150.00			
Vendor: 202479 GBS	Meghan Winebrenner Camp Instruction	1,260.00	08/24/2022	Check Sequence: 30 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	1,260.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 202590 GBW	Derek Winkelmann Camp Instruction	300.00	08/24/2022	20-21-000-525500-1145	ACH Enabled: True
	Check Total:	300.00			
Vendor: 202293 GBS	Phillip Yudys Camp Instruction	630.00	08/24/2022	20-21-000-525500-1146	ACH Enabled: False
	Check Total:	630.00			
	Total for Check Run:	69,870.44			
	Total of Number of Checks:	32			

# Accounts Payable

## Computer Check Proof List by Vendor



User: cyocum  
 Printed: 08/17/2022 - 7:59AM  
 Batch: 00007.08.2022

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 202584	American Ramp Company			Check Sequence: 1	ACH Enabled: True
7517	Skatepark Equipment Deposit	100,411.41	08/17/2022	94-90-885-575110-0000	
	Check Total:	100,411.41			
Vendor: 199573	First Bankcard			Check Sequence: 2	ACH Enabled: False
Babicz	Aldi-Event Supplies	19.89	08/17/2022	20-21-000-535500-1113	
Babicz	Adobe-Creative Cloud	29.22	08/17/2022	20-21-000-525500-1161	
Babicz	Adobe-Creative Cloud	29.21	08/17/2022	20-21-000-525500-1232	
Babicz	Amazon-Race Bibs	63.99	08/17/2022	20-21-000-535500-1112	
Babicz	Walgreens-Supplies	8.02	08/17/2022	20-21-000-535500-1130	
Babicz	Dunkin-Event Supplies	30.08	08/17/2022	20-21-000-535500-1130	
Babicz	Raffle Creator-Online Raffle	250.00	08/17/2022	20-21-000-525500-1160	
Babicz	Amazon-Monitors	399.98	08/17/2022	20-00-000-540700-0000	
Babicz	Dicks-Helmets	3,959.66	08/17/2022	20-21-000-535500-1161	
Babicz	Amazon-Supplies	139.00	08/17/2022	20-21-000-525500-1232	
Babicz	Constant Contact-Bulk Email	20.00	08/17/2022	20-21-000-525500-1111	
Babicz	Constant Contact-Bulk Email	45.00	08/17/2022	20-21-000-525500-1232	
Babicz	Constant Contact-Bulk Email	45.00	08/17/2022	20-21-000-525500-1161	
Babicz	Status Share-Rainout Line	399.00	08/17/2022	20-00-000-521650-0000	
Cinquegrani	IPRA-Job Posting	180.00	08/17/2022	10-00-000-521150-0000	
Cinquegrani	Indeed-Job Posting	180.00	08/17/2022	10-00-000-521150-0000	
Cinquegrani	Microsoft-Office 365	132.99	08/17/2022	10-00-000-521600-0000	
Cinquegrani	Microsoft-Office 365	24.00	08/17/2022	10-10-000-521600-0000	
Cinquegrani	Microsoft-Office 365	137.00	08/17/2022	20-00-000-521600-0000	
Cinquegrani	Microsoft-Office 365	41.00	08/17/2022	20-30-100-521600-0000	
Cinquegrani	Microsoft-Office 365	2.00	08/17/2022	20-26-000-525500-6845	
Cinquegrani	Microsoft-Office 365	9.00	08/17/2022	20-22-000-525500-2301	
Cinquegrani	Microsoft-Office 365	9.00	08/17/2022	20-23-000-525500-3510	
Cinquegrani	Crash Plan-Off-Site Backup	19.98	08/17/2022	10-00-000-521600-0000	
Cinquegrani	Comcast-Internet	143.86	08/17/2022	10-00-000-570300-0000	
Cinquegrani	Comcast-Internet	143.86	08/17/2022	20-00-000-570300-0000	
Cinquegrani	IPRA-Job Posting	180.00	08/17/2022	10-00-000-521150-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Cinquegrani	Verizon-Cell Phone 6/21-7/20/2022	85.90	08/17/2022	10-00-000-570300-0000	
Cinquegrani	Verizon-Cell Phone 6/21-7/20/2022	80.20	08/17/2022	10-10-000-570300-0000	
Cinquegrani	Verizon-Cell Phone 6/21-7/20/2022	85.89	08/17/2022	20-00-000-570300-0000	
Cinquegrani	Verizon-Cell Phone 6/21-7/20/2022	38.01	08/17/2022	20-00-000-570300-0000	
Cinquegrani	Verizon-Cell Phone 6/21-7/20/2022	65.84	08/17/2022	20-24-000-535500-4625	
Cinquegrani	Verizon-Cell Phone 6/21-7/20/2022	242.59	08/17/2022	20-24-000-535500-4631	
Cinquegrani	Verizon-Cell Phone 6/21-7/20/2022	65.84	08/17/2022	20-24-000-535500-4643	
Cinquegrani	Comcast-Internet	93.01	08/17/2022	20-30-350-570300-0000	
Cinquegrani	Comcast-Internet	130.97	08/17/2022	20-30-300-570300-0000	
Cinquegrani	Astound-Internet	105.99	08/17/2022	20-30-500-570300-0000	
Cinquegrani	Adobe-Subscription	15.93	08/17/2022	10-00-000-521600-0000	
Cinquegrani	Comcast-Internet	177.99	08/17/2022	20-00-000-570300-0000	
Cinquegrani	Comcast-Internet/Cable	801.91	08/17/2022	20-30-100-570300-0000	
Cinquegrani	IPRA-Job Postings	180.00	08/17/2022	10-00-000-521150-0000	
Cinquegrani	DirectTV-Cable	160.99	08/17/2022	20-30-350-521600-0000	
Cinquegrani	Comcast-Internet	171.52	08/17/2022	10-10-000-570300-0000	
Cinquegrani	Comcast-Internet/Cable	297.36	08/17/2022	20-30-150-570300-0000	
Gutmann	Amazon-Camp Supplies	4.49	08/17/2022	20-22-000-535500-2375	
Gutmann	Amazon-Camp Supplies	37.20	08/17/2022	20-22-000-535500-2375	
Gutmann	Wildlife Acoustics-Recorder	570.21	08/17/2022	20-22-000-535500-2375	
Gutmann	B&H Photo-Binoculars	406.80	08/17/2022	20-22-000-535500-2375	
Gutmann	Monarch Watch-Tagging Kit	15.00	08/17/2022	20-22-000-535500-2375	
Gutmann	B&H Photo-SD Card	80.07	08/17/2022	10-10-000-521370-0000	
Gutmann	Jimmy Johns-Volunteer Lunch	66.79	08/17/2022	20-22-000-535500-2375	
Gutmann	Amazon-Bird Feeders	30.59	08/17/2022	20-22-000-535500-2375	
Lim	Pace-Maintenance Supplies	105.53	08/17/2022	20-30-100-530300-0000	
Lim	Amazon-Cash Counter	109.99	08/17/2022	20-00-000-541100-0000	
Lim	Amazon-Cash Counter	175.00	08/17/2022	20-00-000-541100-0000	
Lim	Amazon-Office Supplies	19.31	08/17/2022	20-30-100-530100-0000	
Lim	Amazon-Office Supplies	29.41	08/17/2022	20-30-100-530100-0000	
Lim	Amazon-Safe	899.99	08/17/2022	20-00-000-541100-0000	
Lim	Amazon-Microphone	12.82	08/17/2022	20-30-100-530102-0000	
Lim	Amazon-Office Supplies	9.99	08/17/2022	20-30-100-530100-0000	
Lim	Amazon-Office Supplies	54.80	08/17/2022	20-30-100-530100-0000	
Lim	Amazon-Concessions	14.99	08/17/2022	20-30-300-530095-0000	
Lim	Rosati's-Birthday Parties	828.37	08/17/2022	20-30-100-535500-0000	
Lim	Pilot-Ice	76.01	08/17/2022	20-21-000-525500-1201	
Lim	Amazon-Supplies	21.98	08/17/2022	20-30-100-530100-0000	
Lim	Amazon-Supplies	107.97	08/17/2022	20-30-100-530100-0000	
Lim	Amazon-Supplies	28.68	08/17/2022	20-30-100-530300-0000	
Lim	Amazon-Supplies	47.99	08/17/2022	20-30-100-530100-0000	
Lim	Les Mills-Group Fitness	248.00	08/17/2022	20-30-100-521600-0000	
Lim	Amazon-First Aid	302.52	08/17/2022	20-30-500-530320-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Lim	Amazon-Fitness Supplies	84.95	08/17/2022	20-30-100-530102-0000	
Lim	Amazon-Fitness Supplies	29.99	08/17/2022	20-30-100-530102-0000	
Lim	Amazon-Supplies	6.59	08/17/2022	20-30-100-530300-0000	
Lim	Amazon-Supplies	384.65	08/17/2022	10-10-000-530300-0000	
Lim	Amazon-Supplies	3.99	08/17/2022	20-30-100-535500-0000	
Lim	Lowe's-Supplies	237.76	08/17/2022	20-30-500-530910-0000	
Lim	Amazon-Supplies	18.48	08/17/2022	20-30-100-535500-0000	
Lim	Amazon-Supplies	100.88	08/17/2022	20-30-500-530320-0000	
Lim	Amazon-Equipment	56.96	08/17/2022	20-30-300-530345-0000	
Lim	Amazon-Supplies	151.00	08/17/2022	20-30-100-530300-0000	
Lim	Staples-Supplies	22.99	08/17/2022	20-30-500-530910-0000	
Lim	Amazon-Supplies	13.59	08/17/2022	20-30-100-530100-0000	
Lim	Amazon-Supplies	20.99	08/17/2022	20-30-100-535500-0000	
Lim	Amazon-Supplies	27.00	08/17/2022	20-30-300-530300-0000	
Lim	Amazon-Supplies	42.39	08/17/2022	20-30-100-535500-0000	
Lim	Amazon-Supplies	59.39	08/17/2022	20-30-100-535500-0000	
Lim	Amazon-Supplies	141.24	08/17/2022	20-30-100-535500-0000	
Lim	Amazon-Supplies	21.42	08/17/2022	20-30-500-530910-0000	
Lim	GE Chamber-Recognition	275.00	08/17/2022	20-30-500-521600-0000	
Lim	Amazon-Event Supplies	285.03	08/17/2022	20-30-500-530907-0000	
Lim	Rosati's-Bingo	570.00	08/17/2022	20-00-000-585290-0000	
Lim	Amazon-Event Supplies	12.99	08/17/2022	20-30-500-530907-0000	
Lim	Rosati's-Concessions	247.00	08/17/2022	20-30-500-530095-0000	
Lim	Amazon-Event Supplies	339.07	08/17/2022	20-30-500-530907-0000	
Lim	Amazon-Supplies	67.46	08/17/2022	20-30-500-530600-0000	
Lim	Amazon-Supplies	60.36	08/17/2022	20-30-100-530300-0000	
Lim	Rosati's-Class Pizza	144.30	08/17/2022	20-30-100-535500-0000	
MacDonald	CluedIn-Field Trip	280.00	08/17/2022	20-24-000-525500-4631	
MacDonald	Papa Saverios-Event Supplies	147.38	08/17/2022	20-26-000-525500-6801	
MacDonald	Cantigny-Field Trip	160.00	08/17/2022	20-24-000-525500-4625	
MacDonald	CluedIn-Field Trip	130.20	08/17/2022	20-24-000-525500-4631	
MacDonald	CluedIn-Field Trip	300.00	08/17/2022	20-24-000-525500-4631	
MacDonald	Barone's-Camp Supplies	120.00	08/17/2022	20-24-000-535500-4631	
MacDonald	Studio Movie-Field Trip	122.25	08/17/2022	20-24-000-525500-4631	
MacDonald	Main Event-Field Trip	744.00	08/17/2022	20-24-000-525500-4625	
MacDonald	Hobby Lobby-Camp Supplies	16.97	08/17/2022	20-24-000-535500-4625	
MacDonald	Andy's-Field Trip	55.86	08/17/2022	20-24-000-535500-4631	
MacDonald	Lincoln Marsh-Field Trip	720.00	08/17/2022	20-24-000-535500-4631	
MacDonald	Pretzel Crack-Field Trip	550.29	08/17/2022	20-26-000-525500-6801	
MacDonald	Lombardi-Summer Classes	162.40	08/17/2022	20-22-000-525500-2350	
MacDonald	Chick-Fil-A-Staff Meeting	374.99	08/17/2022	20-24-000-535500-4625	
MacDonald	Kimmers-Camp Supplies	49.02	08/17/2022	20-24-000-535500-4631	
MacDonald	Chick-Fil-A-Staff Meeting	158.16	08/17/2022	20-24-000-535500-4631	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
MacDonald	Rosati's-Camp Supplies	50.34	08/17/2022	20-24-000-535500-4631	
MacDonald	Main Event-Field Trip	772.00	08/17/2022	20-24-000-525500-4625	
MacDonald	Walmart-Camp Supplies	11.85	08/17/2022	20-24-000-535500-4625	
MacDonald	Target-Camp Supplies	336.22	08/17/2022	20-24-000-535500-4625	
MacDonald	CluedIn-Field Trip	540.00	08/17/2022	20-24-000-525500-4631	
MacDonald	Lombard Park Dist.-Field Trip	200.00	08/17/2022	20-24-000-525500-4625	
MacDonald	Dairy Queen-Field Trip	23.12	08/17/2022	20-24-000-525500-4631	
MacDonald	Amazon-Event Supplies	712.00	08/17/2022	20-26-000-535500-6801	
MacDonald	Amazon-Event Supplies	345.30	08/17/2022	20-26-000-535500-6801	
MacDonald	Target-Camp Supplies	138.86	08/17/2022	20-24-000-535500-4625	
MacDonald	Amazon-Event Supplies	344.80	08/17/2022	20-26-000-535500-6801	
MacDonald	Rice Pool-Field Trip	244.50	08/17/2022	20-24-000-525500-4631	
MacDonald	Paradise Bay-Field Trip	473.00	08/17/2022	20-24-000-525500-4625	
MacDonald	Amazon-Event Supplies	179.90	08/17/2022	20-26-000-535500-6801	
MacDonald	Target-Event Supplies	29.14	08/17/2022	20-26-000-535500-6801	
MacDonald	Amazon-First Aid Supplies	175.52	08/17/2022	20-24-000-535500-4625	
MacDonald	Hobby Lobby-Camp Supplies	35.97	08/17/2022	20-24-000-535500-4625	
MacDonald	Walmart-Event Supplies	71.75	08/17/2022	20-26-000-535500-6801	
Miller	Smashed-Employee Recognition	74.23	08/17/2022	20-00-000-585290-0000	
Miller	Naperville Running-Freedom 4 Awards	300.00	08/17/2022	20-21-000-525500-1201	
Norman	Rosati's-Staff Recognition	282.92	08/17/2022	20-00-000-585290-0000	
Norman	Staples-Supplies	30.27	08/17/2022	10-10-000-530100-0000	
Norman	Rosati's-Staff Training	255.94	08/17/2022	10-10-000-585250-0000	
Okray	Facebook-Social Media	438.73	08/17/2022	20-00-000-521650-0000	
Okray	Yelp-Advertising	90.00	08/17/2022	20-30-100-521650-0000	
Okray	Zoom-Virtual Meeting	40.00	08/17/2022	20-00-000-521650-0000	
Okray	Amazon-Hard Drive	419.98	08/17/2022	20-00-000-521650-0000	
Okray	N2-Advertising	1,000.00	08/17/2022	20-30-100-521650-0000	
Okray	Rival IQ-Social Media	239.00	08/17/2022	20-00-000-521650-0000	
Okray	Mailchimp-Email Marketing	174.25	08/17/2022	20-00-000-521650-0000	
Okray	iStockPhoto-Stock Photography	64.50	08/17/2022	10-00-000-530450-0000	
Okray	iStockPhoto-Stock Photography	64.50	08/17/2022	20-00-000-530450-0000	
Okray	Accurate Repro-Print Materials	478.33	08/17/2022	20-00-000-521650-0000	
Robinson	Five Corners-Fete Linens	590.00	08/17/2022	20-26-000-535500-6845	
Robinson	Hobby Lobby-Crafts	14.99	08/17/2022	20-24-000-535500-4626	
Robinson	Walmart-Crafts	14.97	08/17/2022	20-24-000-535500-4626	
Robinson	Walmart-Event Supplies	112.33	08/17/2022	20-26-000-535500-6809	
Robinson	Amazon-Camp Supplies	17.09	08/17/2022	20-24-000-535500-4626	
Robinson	Amazon-Camp Supplies	139.00	08/17/2022	20-24-000-535500-4626	
Robinson	Amazon-Camp Supplies	28.52	08/17/2022	20-24-000-535500-4451	
Robinson	Amazon-Camp Supplies	103.72	08/17/2022	20-24-000-535500-4626	
Robinson	Amazon-Event Supplies	151.87	08/17/2022	20-26-000-525500-6801	
Robinson	Amazon-Camp Supplies	31.98	08/17/2022	20-24-000-535500-4451	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Robinson	Amazon-Event Supplies	32.99	08/17/2022	20-26-000-535500-6801	
Robinson	Dollar Tree-Camp Supplies	15.50	08/17/2022	20-24-000-535500-4626	
Robinson	S&S-Event Supplies	433.87	08/17/2022	20-26-000-525500-6801	
Robinson	Dollar Tree-Event Supplies	51.25	08/17/2022	20-26-000-535500-6801	
Robinson	Dudareno-Event Music	400.00	08/17/2022	20-26-000-535500-6801	
Robinson	Amazon-Office Supplies	35.98	08/17/2022	20-00-000-530100-0000	
Robinson	Fun Express-Event Supplies	327.19	08/17/2022	20-26-000-525500-6801	
Robinson	Jewel-Event Supplies	61.82	08/17/2022	20-26-000-525500-6801	
Shingler	Jewel-Concessions	163.19	08/17/2022	20-30-500-530095-0000	
Shingler	Jewel-Concessions	131.76	08/17/2022	20-30-500-530095-0000	
Shingler	Jewel-Concessions	114.27	08/17/2022	20-30-500-530095-0000	
Shingler	Easy Ice-Concessions	95.20	08/17/2022	20-30-500-530095-0000	
Shingler	Jewel-Concessions	90.35	08/17/2022	20-30-500-530095-0000	
Shingler	Amazon-Concessions	59.45	08/17/2022	20-30-500-530095-0000	
Thomas	Amazon-Class Supplies	47.91	08/17/2022	20-30-100-535500-0000	
Thomas	Dollar Tree-Event Supplies	22.50	08/17/2022	20-30-100-535500-0000	
Thomas	Five Below-Crafts	91.05	08/17/2022	20-30-100-535500-0000	
Thomas	Tournamart-Fall Classic	800.00	08/17/2022	20-21-000-535500-1125	
Thomas	Panera-Soccer Meeting	28.93	08/17/2022	20-21-000-535500-1120	
Troia	Ellyn's-Business Meeting	114.39	08/17/2022	10-00-000-585250-0000	
Troia	DLT-AutoCAD Software	411.60	08/17/2022	10-00-000-540550-0000	
Troia	Adobe-Photoshop Software	127.37	08/17/2022	10-00-000-540550-0000	
	Check Total:	34,760.13			
Vendor: 202462	GeoCon			Check Sequence: 3	ACH Enabled: False
202207036	Shoreline Engineering Services	5,120.00	08/17/2022	94-90-865-575110-0000	
	Check Total:	5,120.00			
Vendor: 141750	Illinois Dept of Agriculture			Check Sequence: 4	ACH Enabled: False
	Herbicide License	30.00	08/17/2022	10-10-000-585250-0000	
	Check Total:	30.00			
Vendor: 198806	Ingstrup Paving Inc.			Check Sequence: 5	ACH Enabled: False
13566	Asphalt Repairs	1,500.00	08/17/2022	94-90-805-575110-0000	
13567	Asphalt Repairs	3,900.00	08/17/2022	94-90-885-575110-0000	
	Check Total:	5,400.00			
Vendor: 161590	Nutoys Leisure Products			Check Sequence: 6	ACH Enabled: False
53103/02	Memorial Benches	3,662.00	08/17/2022	20-00-000-530213-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,662.00			
Vendor: 199963 399	Sticky Fingers Cooking Summer Classes	2,700.00	08/17/2022	Check Sequence: 7 20-22-000-525500-2314	ACH Enabled: False
	Check Total:	2,700.00			
	Total for Check Run:	152,083.54			
	Total of Number of Checks:	7			





# MEMO

September 1, 2022

**TO:** Park District Board of Commissioners  
**FROM:** Nathan Troia, PLA, Superintendent of Planning and Natural Resources  
**CC:** Dave Harris, Executive Director  
**RE:** Contract Approval – Ackerman Sports and Fitness Center

Ackerman Sports & Fitness Center has been Glen Ellyn Park District’s most active facility since it opened in 2010. The center has something for everyone. For recreational players, people with disabilities, elite athletes, seniors, families with young children, youth, and young adults among others.

As part of the approved 2022 referendum, planned expansion and improvements include: New 6,000 square-foot gymnastics, center, new first and second floor exercise and multipurpose studio, an improved customer service center, covered entry and expanded parking.

Staff is recommending the Architectural and Engineering services and Construction Management services both of Wight & Company to implement the project. The Glen Ellyn Park District has prior experience working with Wight as part of the facility master plan study, PARC Grant, Ackerman Park improvements and other projects.

- Wight & Company Professional Design Services (Schematic Design, Design Development, Construction Documents, Permitting): \$462,000
- Wight & Company as Designer-Builder (Pre-Construction Services, Cost Estimating, Bidding and Negotiation, Construction Management): Final Contract sum to be negotiated after design. Delivered as Guaranteed Maximum Price.

Draft contracts and firm biographies were included in the August 16<sup>th</sup> board packet and are available upon request. Subject to final wording from the Park District Attorney.

**Recommendations:** Park District staff recommends approving the Professional Design Services and Construction Management to Wight & Company as outlined above for the improvements at Ackerman Sports and Fitness.

**Motion:** I make the motion to authorize the approval of the Professional Design Services and Construction Management to Wight & Company for the improvements at Ackerman Sports and Fitness.



# MEMO

September 1, 2022

**TO:** Park District Board of Commissioners  
**FROM:** Nathan Troia, PLA, Superintendent of Planning and Natural Resources  
**CC:** Dave Harris, Executive Director  
**RE:** Contract Approval – New Maintenance Facility Construction

The Frank Johnson Center is the maintenance headquarters for the Park District. Situated on 2 acres of land, the building was formerly an ice manufacturing facility. Originally constructed in c.1930 and most recently renovated in 2001. FJC has served as a recreation, administration, and maintenance facility prior to becoming the maintenance headquarters.

To ensure the facility continues to remain capable of serving the demands and needs of the community for years to come, the Glen Ellyn Park District has budgeted for the construction of a new facility at the same location. This was the outcome of a master planning facility study that deemed the existing buildings not worthy of renovation.

Staff is recommending the Architectural and Engineering services of FGM Architects and Featherstone, Inc. Construction Management to implement the project. The Glen Ellyn Park District has prior experience working with both as part of the facility master plan study and other projects.

- FGM Architects (Schematic Design, Design Development, Construction Documents, Permitting): \$463,903
- Featherstone (Pre-Construction Services, Cost Estimating, Bidding and Negotiation, Construction Management): \$520,169

Draft contracts and firm biographies were included in the August 16<sup>th</sup> board packet and are available upon request. Subject to final wording from the Park District Attorney.

**Recommendations:** Park District staff recommends approving the Professional Design Services to FGM Architects and Construction Management to Featherstone as outlined above for the new maintenance facility construction at the current Frank Johnson Center site.

**Motion:** I make the motion to authorize the approval of the Professional Design Services to FGM Architects and Construction Management to Featherstone as outlined above for the new maintenance facility construction.



# MEMO

September 1, 2022

**TO:** Park District Board of Commissioners  
**FROM:** Nathan Troia, PLA, Superintendent of Planning and Natural Resources  
**CC:** Dave Harris, Executive Director  
**RE:** Contract Approval – Lenox Road Improvements

While the Park District acquired this property in 2007, the parcel of land along Lenox Road (near Ackerman Sports & Fitness Center) remains undeveloped and unusable by the community.

As part of the approved 2022 referendum, planned improvements include: Up to six new pickleball courts, new community garden plots, improved trails, new outdoor education classroom, new interpretive signage, and a new boardwalk connecting the property with the Ackerman Sports & Fitness Center campus.

Staff is recommending the Architectural and Engineering services of Hitchcock Design Group to implement the project. The Glen Ellyn Park District has prior experience working with Hitchcock services for a successful OSLAD grant application for the Lenox Road property.

- Hitchcock Design Group Professional Design Services (Schematic Design, Design Development, Construction Documents, Permitting, wetland delineation, sub-contracted Engineering Services): \$75,800
- Bidding, Construction Administration and Project Management by GEPD staff.

Draft contracts and firm biographies were included in the August 16<sup>th</sup> board packet and are available upon request. Subject to final wording from the Park District Attorney.

**Recommendations:** Park District staff recommends approving the Professional Design Services of Hitchcock Design Group as outlined above for the Lenox Road Improvements.

**Motion:** I make the motion to authorize the approval of the Professional Design Services of Hitchcock Design Group as outlined above for the Lenox Road Improvements.



# MEMO

September 1, 2022

**TO:** Park District Board of Commissioners  
**FROM:** Nathan Troia, PLA, Superintendent of Planning and Natural Resources  
**CC:** Dave Harris, Executive Director  
**RE:** Contract Approval – Lake Foxcroft Improvements

Last improved in the 1970s, the highlight of Lake Foxcroft Park, a 10-acre park located within the south area of the Park District, is the 3-acre Lake Foxcroft. The green space serves as the Foxcroft community gathering spot and an ideal location for the Park District's regional Movies in the Parks and Family Fun in the Neighborhood events.

As part of the approved 2022 referendum, planned improvements include: New fishing stations, new waterless restroom, new playground, new adult fitness stations and improved pathways throughout.

Staff is recommending the Architectural and Engineering services of Hitchcock Design Group to implement the project. The Glen Ellyn Park District has prior experience working with Hitchcock services for a successful OSLAD grant application for the Lenox Road property.

- Hitchcock Design Group Professional Design Services (Schematic Design, Design Development, Construction Documents, Permitting): \$46,800
- Bidding, Construction Administration and Project Management by GEPD staff.

Draft contracts and firm biographies were included in the August 16<sup>th</sup> board packet and are available upon request. Subject to final wording from the Park District Attorney.

**Recommendations:** Park District staff recommends approving the Professional Design Services of Hitchcock Design Group as outlined above for the Lake Foxcroft Improvements.

**Motion:** I make the motion to authorize the approval of the Professional Design Services of Hitchcock Design Group as outlined above for the Lake Foxcroft Improvements.



# MEMO

September 1, 2022

**TO:** Park District Board of Commissioners  
**FROM:** Nathan Troia, PLA, Superintendent of Planning and Natural Resources  
**CC:** Dave Harris, Executive Director  
**RE:** Contract Approval – Churchill Park Improvements

Churchill Park is Glen Ellyn Park District’s largest natural area, with over 20 acres of woodland, prairie, and wetland habitats. Over the years, the park has become quite popular as patrons seek outdoor experiences. It was last improved in 2006.

As part of the approved 2022 referendum, planned improvements include: Upgraded trails and boardwalk, new access to ponds, new outdoor education classroom and small outdoor meeting space, interpretive signage, parking lot improvements, new waterless restroom, and major removal of invasive plant species throughout.

Staff is recommending the Architectural and Engineering services of V3 Companies to implement the project. The Glen Ellyn Park District has prior experience working with V3 Companies services for natural area management and consulting.

- V3 Design and Engineering Services (Schematic Design, Design Development, Construction Documents, Native Restoration Assessment, Engineering, Wetland Services, Permitting): \$74,000
- Bidding, Construction Administration and Project Management by GEPD staff.

Draft contracts and firm biographies were included in the August 16<sup>th</sup> board packet and are available upon request. Subject to final wording from the Park District Attorney.

**Recommendations:** Park District staff recommends approving the Professional Design Services of V3 as outlined above for the Churchill Park Improvements.

**Motion:** I make the motion to authorize the approval of the Professional Design Services of V3 as outlined above for the Churchill Park Improvements.



# MEMO

September 1, 2022

**TO: Park District Board of Commissioners**  
**FROM: Nathan Troia, PLA, Superintendent of Planning and Natural Resources**  
**CC: Dave Harris, Executive Director**  
**RE: Contract Approval – Sunset Pool Improvements**

Originally constructed in the 1950s, Sunset Pool has had no major improvements for more than 20 years. It is one of the most well attended facilities within Glen Ellyn and always rated as a highly valued community asset. Implementing periodic improvements will ensure the pool continues to serve our residents.

As part of the approved 2022 referendum, planned expansion and improvements include: Adding new water slide features, new splash pad, new zero-depth water play area, new family changing areas, new shade structures, and outdoor seating, upgrades to food service, entry improvements so individuals can easily access the pool without going through locker rooms. Unseen but important infrastructure upgrades—to benefit first-time swimmers and adult lap swimmers alike—include upgrades to pool pumps to keep pool water clean and safe.

Staff is recommending the Architectural and Engineering services of FGM Architects and W.B. Olson, Inc. Construction Management to implement the project. The Glen Ellyn Park District has prior experience working with both and FGM Architects did the Sunset Pool evaluation and master plan in 2019.

- FGM Architects (Schematic Design, Design Development, Construction Documents, Permitting): 8.5% of construction costs.
- W.B. Olson, Inc. Pre-Construction Services, Cost Estimating, Bidding and Negotiation, \$30,000 lump sum. Construction Management at 3.75% of construction costs, plus General Conditions site management which will be negotiated and determined for services only needed, approximately 5-7% of construction costs.

Attached are draft contracts subject to final wording from the Park District Attorney.

**Recommendations:** Park District staff recommends approving the Professional Design Services to FGM Architects and Construction Management to W.B.Olson as outlined above for the Sunset Pool Improvements.

**Motion:** I make the motion to authorize the approval of the Professional Design Services to FGM Architects and Construction Management to W.B.Olson as outlined above for the Sunset Pool Improvements.



# FGMA ARCHITECTS

July 26, 2022

Mr. Nathan Troia  
Parks Project Manager  
**Glen Ellyn Park District**  
185 Spring Road  
Glen Ellyn, Illinois 60137

Subject: Architectural Services for the Sunset Pool, Glen Ellyn, Illinois

Dear Mr. Troia,

FGM Architects is pleased to submit this proposal to provide architectural services for Sunset Pool in Glen Ellyn, Illinois. We are very excited at the possibility of continuing our relationship with the Park District with this effort. We believe that our team is uniquely qualified to deliver a successful project for the Glen Ellyn Park District.

- FGMA provides a collaborative process with clients, community and consultants leading to a more integrated project approach and better quality of project documentation and coordination.
- Team members and consultants have extensive experience in aquatic and recreational facilities and are skilled facilitators of community participatory processes.
- FGMA brings to the project a reputation for design excellence and quality service throughout Illinois.

We have enclosed a copy of our proposal for your review. Should you have any questions regarding the enclosed proposal or require additional information please let us know. We look forward to the opportunity to assist the Glen Ellyn Park District with this project.

Sincerely,



FGM Architects Inc.  
**John Dzarnowski, AIA, NCARB | CEO**  
[johnd@fgmarchitects.com](mailto:johnd@fgmarchitects.com)



FGM Architects Inc.  
**Daniel Nicholas, AIA | Principal**  
[dann@fgmarchitects.com](mailto:dann@fgmarchitects.com)

Proposal for

Architectural Services

for

**Glen Ellyn Park District – Sunset Pool**

Glen Ellyn, Illinois

Submitted to:

**GLEN ELLYN PARK DISTRICT**

185 Spring Road

Glen Ellyn, Illinois 60706

By:

**FGM ARCHITECTS INC.**

1211 West 22nd Street, Suite 700

Oak Brook, Illinois 60523

July 26, 2022

## 1.0 SCOPE OF PROJECT

- 1.0.1 Glen Ellyn Park District, hereinafter referred to as the Owner, intends to renovate Sunset Pool.
- 1.0.2 A Program and Estimate of Probable Construction Cost for the renovation will be determined as a Part of the Project, though a preliminary budget is attached as June 28, 2022 Referendum Documents. Entitled Project: Sunset Pool and Draft Budget Plan for Proposed Improvements.
- 1.0.3 The property for the Project is currently owned by the Glen Ellyn Park District.
- 1.0.4 It is unknown if development of the Project may require Plan Commission or Zoning approval from the Village of Glen Ellyn.
- 1.0.5 Storm water detention/retention for this project is unknown and will be determined as a Part of the Project.
- 1.0.6 Owner's Preliminary Project Schedule includes a targeted pool opening for the 2024 pool season.
- 1.0.7 It is unknown if this Project will be delivered via the Construction Manager process with the Park District in the process of selecting a Construction Manager who will participate in development of preliminary cost estimates and schedule development, or if this Project will be delivered via a traditional Design-Bid-Build process bidding to a General Contractor.

## 2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following professional Architectural services for the Project:

### 2.1 Design Services

- 2.1.1 Schematic Design and Design Development Phases
  - 2.1.1.1 Conduct Programming and Planning workshops with the Park Board, Community and/or Staff as desired to assist in determining the pool amenities desired for the renovated Glen Ellyn Park District – Sunset Pool and basic conceptual layout.
  - 2.1.1.2 Develop Schematic and Design Development Phase plans for the proposed renovation to the aquatic facility. Prepare schematic design of facilities and once approved by the Owner (with any modifications as authorized) FGMA shall prepare Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Scope of Work assigned to FGMA.
  - 2.1.1.3 FGMA shall provide input regarding aquatic, civil, landscape, structural,

mechanical, electrical, plumbing and fire protection (MEP) systems to the Owner.

2.1.1.4 Assist the Construction Manager (if retained) with preparing, or if none selected prepare a cost estimate for the Glen Ellyn Park District – Sunset Pool expansion / renovation.

2.1.1.5 If required, FGMA shall assist the Owner in filing the required documents for potential Plan Commission and/or Zoning approval to the municipal authority having jurisdiction over the project.

2.1.1.6 Meetings with the Owner and Municipal Code Authority, including Plan Commission or Zoning and Village Board meetings, are included in this phase as required.

## 2.1.2 Construction Document Phase

2.1.2.1 Upon approval of the Design Development Phase, FGMA shall prepare complete Construction Documents for the Project. The Construction Documents shall consist of complete Contract Drawings, Specifications, and other necessary documents as required to secure a building permit for the Project and proceed with the Construction Procurement Services for the Project.

2.1.2.2 Contract Documents shall include Architectural, Aquatic, Civil (excluding stormwater), MEP/Fire Protection systems and Landscape Architectural drawings and specifications.

2.1.2.3 Assist the Construction Manager (if retained) with preparing, or if none selected prepare a cost estimate for the Glen Ellyn Park District – Sunset Pool expansion / renovation.

2.1.2.4 FGMA shall assist the Owner in filing the required documents for permit approval by authorities having jurisdiction over the project such as the local municipal authority and the Illinois Department of Public Health (IDPH).

2.1.2.5 Meetings with the Owner and Municipal Code Authority are included in this phase as required.

## 2.2 Construction Procurement Services

### 2.2.1 Bidding or Negotiation Phase

2.2.1.1 FGMA shall assist the Owner and the Construction Manager, if selected, in soliciting and reviewing bids from construction contractors.

2.2.1.2 Respond to questions and provide clarifications to bidders, and issue Addendums as required to bidders.

2.2.1.3 Attendance at Pre-Construction Meeting and Bid Opening are included in this phase.

## 2.3 Contract Administration Services

### 2.3.1 Construction Phase - Administration of the Contract

2.3.1.1 FGMA shall assist with the administration of construction contracts including shop drawing and other submittal review as required.

2.3.1.2 Attend an average of one (1) On-Site Owner/Architect/Contractor (OAC) meeting combined with one (1) On-Site Observation visit per week to monitor Construction Phase activities (weekly meetings may be suspended during the winter months) for general conformance with Construction Documents, not to exceed 30 total combined On-Site meetings / site visits.

2.3.1.3 Prepare Punch-List and related follow-up of same.

## 2.4 Consultants

FGMA has included aquatic, civil (excluding stormwater), landscape design, structural, mechanical, plumbing and electrical engineering consultants as part of this proposal to be compensated for as indicated below. Architecture and Interior Design is provided in-house by FGMA.

Survey, Plat of Consolidation or Sub-division as may be required for the zoning process, geotechnical (soil borings), food service, material testing, hazardous waste engineering services and traffic/parking studies are not included in our proposal.

## 3.0 ARCHITECT'S COMPENSATION

The Owner shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

3.1 For all professional services in connection with the Design Services as described in **Paragraphs 2.1 through 2.4 above** we propose a **percentage of construction cost based on 8.5% of the final Cost of the Work plus Reimbursable Expenses** as defined within this Proposal. Local travel (travel less than 100 miles), phone, fax, and printing of review sets for design coordination shall not be charged as a Reimbursable Expense.

3.1.1 Architect's Fee for any Alternate designed but not included in the total Project Cost of Work that is not bid, shall be based on 75% of the cost of construction for that Alternate.

3.1.2 Architect's Fee for any Alternate designed but not included in the total Project Cost of Work that is bid, but not accepted by Owner after bidding, shall be based on 80% of the cost of construction for that Alternate.

3.2 The Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' and

Construction Manager’s general conditions costs, which include insurance, bonds, overhead and profit during the construction phase and design contingency. The Cost of the Work includes the compensation of the Construction Manager and, if any, Construction Manager’s consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, Owner and construction contingencies for changes in the Work or other costs that are the responsibility of the Owner.

3.3 Compensation shall be distributed to each Phase based on the following percentages, and approval will be required by the Owner before proceeding to each Phase:

Schematic Design Phase	10% of total compensation
Design Development Phase	25% of total compensation
Construction Document Phase	40% of total compensation
Bidding and Negotiation Phase	05% of total compensation
<u>Construction Phase</u>	<u>20% of total compensation</u>
Total	100%

3.4 For any Additional Services authorized by the Owner beyond the scope of this Proposal FGMA shall be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses. Consultants (if any) Hourly Billing Rate Schedule for the Project shall be forwarded to Owner upon Owner’s request.

3.5 In addition to the compensation above, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect’s actual direct cost of same, for the below items. We recommend establishing a total **Reimbursable Allowance of \$12,000** which FGMA shall not exceed without prior written approval of the Park District for the below items (including 3.5.7).

- 3.5.1 Expense of postage and/or delivery.
- 3.5.2 Expense of Contract Document printing for permit submittal.
- 3.5.3 Fees and expenses of consultants not included in this Proposal, as identified in 2.4 above.
- 3.5.4 Expense of models authorized by the Owner.
- 3.5.5 Any fees paid by FGMA to authorities having jurisdiction over the project.
- 3.5.6 Expense of Contract Document printing for bidding and construction purposes.

3.5.7 Travel and living expenses in connection with Architect's out-of-town travel (none anticipated) as authorized by the Owner or travel and living expenses for Aquatic Consultant. We recommend establishing a **Reimbursable Allowance of \$8,000 for Aquatic Consultant's travel and living expenses** which FGMA shall not exceed without prior written approval of the Park District. This anticipates 4 overnight trips and 6 day trips by Aquatic Consultant to meetings throughout the course of the project. Each visit will be authorized by the Park District in advance so that meeting times and availability of staff and the Park Board may be maximized.

## 3.6 Payments

3.6.1 Payments shall be made by the Owner to FGMA upon receipt of FGMA's invoice in accordance with the Local Government Prompt Payment Act.

3.7 Non-payment of invoices shall constitute grounds for discontinuing service.

## 4.0 Form of Agreement

4.1 Should our proposal be acceptable, it is our intention to enter into a formal agreement using an AIA Standard Form of Agreement Between Owner and Architect, with modifications as mutually agreeable.

We appreciate this opportunity to be of service to the Glen Ellyn Park District for this exciting Project.

**FGM ARCHITECTS INC.**

**HOURLY RATE SCHEDULE**  
**Effective November 1, 2021\*\***

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

**FGM ARCHITECTS INC.**

Principal	\$250.00
Arch IV	\$220.00
Arch III	\$175.00
Arch II	\$145.00
Arch I	\$105.00
Interior Designer IV	\$215.00
Interior Designer III	\$170.00
Interior Designer II	\$145.00
Interior Designer I	\$100.00
Project Administrator	\$100.00

\*Hourly rates are subject to adjustment on November 1 each year.



Parks and Recreation – More than open spaces – joyful spaces.



**North Suburban Special Recreation Association (NSSRA)**

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**Glenview Community Ice Center**

[Visit Page](#)



**Park District of Highland Park - Sunset Valley Golf Clubhouse**

[Visit Page](#)



**Gillson Park Beachhouse**

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**LaGrange Park District Fitness**

[Visit Page](#)



**Mundelein Dunbar Recreation Center**

[Visit Page](#)



**Vernon Hills Recreation Center**

[Visit Page](#)



**Deerfield Park District – Mitchell Pool**

[Visit Page](#)



**Park District of Highland Park - Rosewood Beach Development**

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**Lake Bluff Park District - Pool & Beach House Renovation**

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**Northfield Park District – Fitness Center Addition**

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**Wilmette Park District Golf Clubhouse**

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**Wilmette Park District Family Aquatic Center**

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**Wilmette Park District Community Center**

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**Glenview Park District Administration Building**

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**Glenview Park District Park Center**

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**Aquatic Center**

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**Center**

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**Glenview Park District Glenview Ice Center**

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**Waukegan Park District Outdoor Sports Complex**

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**Waukegan Park District Hinkston Park**

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**Bolingbrook Park District BRAC**

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**Bolingbrook Park District Maintenance Facility**

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**Boughton Ridge Golf Clubhouse Bolingbrook Park District**

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**Bolingbrook Park District Annerino Center**

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**Winnetka Park District A.C. Nielsen Tennis Center**

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**Barrington Park District Langendorf Park**

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**Winnetka Park District Maintenance Facility**

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**Elk Grove Park District Rainbow Falls Aquatic Park**

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**Hickory Hills Park District Krueger Recreation Center Renovation**

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**Wheaton Park District Arrowhead Golf Clubhouse**

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**Highland Park Recreation Center**

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**Deerfield Park District Sachs Recreation Center**

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**Deerfield Park District Patty Turner Senior Center**

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[Vernon Hills: Aquatic Center](#)

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### LaGrange Park District Gordon Park

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### LaGrange Park District: Recreation Center

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# DRAFT AIA® Document A133™ - 2019

**Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the Twenty-Fourth day of August in the year Two Thousand Twenty Two  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

Glen Ellyn Park District  
185 Spring Avenue  
Glen Ellyn, IL 60137

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

W.B. Olson, Inc.  
3235 Arnold Lane  
Northbrook, IL 60062

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

Sunset Pool  
483 Fairview Avenue  
Glen Ellyn, IL 60137

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

FGM Architects  
1211 West 22<sup>nd</sup> Street, Suite 700  
Oak Brook, IL 60523

The Owner and Construction Manager 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.

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

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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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

Sunset Pool- Pool and Bathhouse Renovation

§ 1.1.2 The Project's physical characteristics:

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

Sunset Pool, 483 Fairview Avenue, Glen Ellyn, IL 60137

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

\$5,800,000

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

- .1 Design phase milestone dates, if any:

Unknown at this time

- .2 Construction commencement date:

Unknown at this time

- .3 Substantial Completion date or dates:

Unknown at this time

- .4 Other milestone dates:

Unknown at this time

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

Nathan Troia  
Glen Ellyn Park District  
185 Spring Avenue  
Glen Ellyn, IL 60137

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

Dan Nicholas  
FGM Architects  
1211 West 22nd Steet, Suite 700  
Oak Brook, IL 60523

»

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

.1 Geotechnical Engineer: TBD

« »« »  
« »  
« »  
« »  
« »

.2 Civil Engineer:

By Architect

--

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

TBD

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)

Dan Nicholas  
FGM Architects  
1211 West 22nd Steet, Suite 700  
Oak Brook, IL 60523

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

John Emser »  
W.B. Olson, Inc.  
3235 Arnold Lane  
Northbrook, IL 60062

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
(List any Owner-specific requirements to be included in the staffing plan.)

None

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

All subcontracted work to be publicly bid

§ 1.1.15 Other Initial Information on which this Agreement is based:

W.B. Olson Proposal Letter dated July 18, 2022

## § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and

supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager has been engaged to provide professional services because of its character, expertise and qualifications in dealing with and acting as a construction manager on projects of similar size and scope. For administrative oversight and project delivery responsibility purposes, Construction Manager shall hold the contracts or subcontracts with the various trade contractors (hereinafter referred to as trade contractors, Contractors or Subcontractors) selected in consultation with the Owner and in compliance with applicable public competitive bidding requirements to perform the portions of the Work. The Construction Manager shall at all times act in the interests of the Owner and shall be responsible to the Owner for the proper performance of the Work by the Contractors and Subcontractors in accordance with the Contract Documents and for the Guaranteed Maximum Price.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.



## **§ 3.1 Preconstruction Phase**

### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling, Digital Data Exhibit or other agreed upon method, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement.

The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

#### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 3.1.12.1 Construction Manager Role: Bidding

The Construction Manager shall function as a general contractor as it relates to the construction services required herein and shall secure the services of the trade contractors (Subcontractors) on a direct contractual basis. The Owner shall not be a party to such agreements except as an intended third-party beneficiary of those subcontracts. The Subcontractors shall be selected and engaged under a competitive sealed bidding process consistent with the standards and procedures of the Illinois Park Code.

#### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### § 3.1.13.1 Prevailing Wage Act

The Construction Manager at Risk shall in the course of its work, and in the engagement of its Subcontractors whose names shall be provided in writing to the Owner, observe and have them observe all requirements of the Illinois

Prevailing Wage Act, including without limitation, payment of not less than the prevailing wage to all covered workers and trades, and insert notices of such Act's requirements in its advertisements for bids, bid packages and specifications, subcontracts, surety bonds so that all Subcontractors will likewise observe the Act, including needed postings and delivery of certified payrolls to the Owner at prescribed intervals and that the Department of Labor's electronic website shall be checked monthly by Construction Manager and Subcontractors for possible revisions. Any increases in costs to the Construction Manager and the Subcontractors due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Construction Manager and the Subcontractors and not at the expense of the Owner. Change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Subcontractor shall be responsible to maintain accurate records as required by the Act and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work. In accordance with applicable law, the Construction Manager and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which records shall be certified and submitted in accordance with State law and which shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>.

### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

**Six Budget Meetings, One Schematic Budget, One Design Development Budget, one final updated Budget, Three Board Meetings**

### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- 1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- 2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- 3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- 4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- 5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. The Guaranteed Maximum Price Proposal delivered by the Construction Manager shall be a representation by the Construction Manager, that the Contract Documents, are sufficient to enable the Construction Manager to determine the cost of the Work including, but not limited to, Construction Manager's obligations to construct the Work for an amount not in excess of the Guaranteed Maximum Price on or before the date(s) of Completion established in the Agreement. The Construction Manager further acknowledges and declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Construction Manager specifically represents and warrants to Owner that prior to the submission of its Guaranteed Maximum Price it has: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (2) examined the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. The Guaranteed Maximum Price is not intended to include any changes in scope, systems, kinds, qualities, quantities of materials, finishes or equipment from that shown or reasonably inferable from the information stated in the design documents upon which the Guaranteed Maximum Price was based, subject to the qualifications and assumptions to that Guaranteed Maximum Price, all of which, if required, would warrant an adjustment to the Guaranteed Maximum Price by Change Order.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost other than the cost of bidding the Project, to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**§ 3.3.1.2** The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

### **§ 3.3.2 Administration**

**§ 3.3.2.1** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

**§ 3.3.2.2** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

### **§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

### **§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

### **§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## **ARTICLE 4 OWNER'S RESPONSIBILITIES**

### **§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The parties further agree that Owner is relying upon the Construction Manager and the Architect to define the appropriate scope of the necessary geotechnical information and the Construction Manager therefore freely waives any right it may have under the Illinois Public Construction Contract Act of 1999 to stop the progress of the work. The guaranteed maximum proposal will include a reasonable contingency for conditions encountered that differ materially from any geotechnical information provided by the Owner (if any). The parties' intent is to cover the risk of differing site conditions within the guaranteed maximum price. Any unused portion of the contingency will be returned to the Owner. If costs associated with the remedial work exceed the contingency, the Owner will make an equitable adjustment to and modify the contract in writing.

§ 4.1.5 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

**\$30,000.00 Lump Sum**

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**See attached Exhibit 'A'**

**Individual or Position**

**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six ( 6 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager, in accordance with Illinois Local Government Prompt Payment Act.

*(Insert rate of monthly or annual interest agreed upon.)*

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

3.75% of the cost of work. Fee will be fixed at the establishment of the GMP of the cost of the work. The fee is not subject to reduction should the final cost be less than the GMP. In the event that the Owner does not move forward with the project, or does not award the project, the Owner agrees to reimburse Construction Manager for time and materials spent on the project to date for a maximum of \$17,500.00. Time and materials shall be charged at the listed hourly rates within the construction document. If the maximum has been reached, Construction Manager will alert the Owner. Any additional payments beyond the maximum are subject to written approval by the Owner.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«	<u>General Conditions</u>	<u>Fee</u>	<u>CGL</u>
Additive Changes:	5%	5%	1.0%
Deductive Changes:	(0)	(0)	(1.0%)
»			

The formula for calculating such adjustment shall be as follows;

Direct Costs x 5% General Conditions = Subtotal x 5% Fee = Sub Total x 1.0% CGL = Total

»

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Additive change 15% overhead & profit on labor and material, 5% profit on subcontractors

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent ( 100%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

«N/A »

**§ 6.1.7 Other:**

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

«N/A »

**§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

**§ 6.2.1** Construction manager's contingency of 5% will be included in the GMP. Savings will be returned 100% to Owner (Savings will not be subject to CGL credits that apply to deductive change orders). Savings equal total adjusted GMP less total cost and are calculated at the conclusion of the project.

**§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

**ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

**§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.1.1** Bonuses, profit sharing, incentive compensation, and any other discretionary payments paid to anyone hired by the Construction Manager, or paid to any subcontractor or vendor, unless the Owner provides any objections.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.



§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

## § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

Project Management

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

## § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

## § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Construction Manger's Insurance will be charged to the project at 1.0% of the cost of the work.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 The cost incurred to bid the project.

### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 **Intentionally deleted**
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade

discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

In recognition of the need for the Corporate Authorities of the Owner to approve payments at duly noticed public meetings, payments are due and payable in accordance with the Illinois Prompt Payment Act. Should a pay application not be submitted timely for review and approval prior to a scheduled meeting, the pay application, in accordance with the Prompt Payment Act, may be considered at the next meeting.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Owner.

§ 11.1.6 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 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;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager 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;

- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 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.)*

«ten percent (10%) »

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

«Fee, General Liability Insurance, Jobsite Requirements and General Conditions »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

«No Retention to be held after the project is 50% complete »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

«»

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

#### § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### § 11.3 Interest

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.

*(Insert rate of interest agreed upon, if any.)*

In accordance with the Illinois Local Government Prompt Payment Act

« » % « »

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the 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.)

« »  
« »  
« »  
« »

### § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: (Specify)



If the Owner and Construction Manager 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.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and



- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

#### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

#### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

#### **§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

« If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 13.2.3 and 13.3 of this Agreement. »

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. 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.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, 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.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the insurance in accordance with Exhibit B.

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

#### § 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in attached Exhibit B.

#### § 14.3.2.1 Intentionally Deleted

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or other agreed upon method if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, 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.)*

### § 14.5 Other provisions:

§ 14.5.1 Anything hereinabove to the contrary notwithstanding, in addition to the basic percentage compensation specified above (intended to cover Construction Manager’s profit, general overhead, and main office costs), the Construction Manager shall receive a General Conditions allowance not to exceed TBD, subject to adjustment by change order, if any, of the Park District, to cover reasonable site-specific costs and services including, miscellaneous jobsite requirements trailer/office, site personnel, phone, site communications and etc., not otherwise required by trade contracts unless the actual amount expended for all the foregoing items is

less, in which event the lesser, actual amount shall be remitted. The General Conditions not-to-exceed cost is inclusive of a 10% overhead mark-up which will be charged against all General Conditions costs. Labor will be charged against said General Conditions per the schedule to be attached to the GMP Amendment.

#### § 14.5.2 Intentionally Deleted

§ 14.5.3 Payment and performance bond is not required for the Construction Manager.

§ 14.5.4 All Contracts for construction or material supply above \$25,000.00 shall be obtained by Public bidding and shall be subject to prior written approval of the owner. Owner shall promptly advise Construction Manager, in writing, of its approval or disapproval (with reasons therefore) of the contract or purchase order to be awarded. The Owner hereby authorizes the Construction Manager to enter into, conduct and administer, all contracts required for the construction of the project.

§ 14.5.5 The Owner and Architect shall be named as an additional insured on the Construction Manager CGL insurance policy. CGL Insurance will be charged to the project at 1.0% of the cost of the work.

§ 14.5.6 To the extent applicable, the Construction Manager will comply with the most current Illinois Prevailing Wage Act, the Corrupt Practices Act, Public Contractor's Act, Construction Bond Act and Park Code.

§ 14.5.7 Construction Manager will include contract language in Contractor Contracts to require compliance with the Illinois Prevailing Wage Act and other applicable Illinois statutes regarding public work.

§ 14.5.8 All requirements involving compliance with Illinois Statutes regarding public works, bidding and the like shall be carried out in the consultation with Park District's staff and attorney.

§ 14.5.9 Construction manager will indemnify and hold harmless Owner its, officers, commissioners, and employees from and against all claims, demands, actions, injury and loss asserted against the Owner and arising out of Construction Manager's negligent acts or omissions in performance of this contract including, without limitation, reasonable attorney's fees.

§ 14.5.10 Parties agree that in the event of a conflict between the provisions of article 11.5 and the balance of the contract documents the terms and provisions of article 11.5 shall prevail in each such case of conflict.

§ 14.5.11 **Construction Contingency.** A Construction Contingency will be included in the GMP at 5% of the cost of the Work. The Construction Contingency is for the Construction Managers use to complete the pool project as shown on the Contract Documents and as necessary to complete the Project on time. The Construction Contingency may be used for costs due to unforeseen causes, cost overruns, for the acceleration for the work, and correction of defects in the work (Except where Subcontractor can be charged for the defective work). Such causes or details include, but are not limited to refinement of details of design within the scope of standards, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials due to the fault of the Construction Manager and labor and material overruns. The Construction Manager may utilize the Construction Contingency for any items within the Cost of the Project without the necessity of a Change Order, without constituting a change in the Project and without resulting in any change in the Guaranteed Maximum Price.

§ 14.5.12 **One-Year Warranty.** The Construction Manager warrants that all materials and equipment furnished under this Contract will be free from defective workmanship and materials, and the Construction Manager agrees to assist the Owner to have subcontractors correct all construction performed under this contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom.

§ 14.5.13 The Construction Manager is signatory to certain collective bargaining agreements with trade unions, bidders will be required to perform work within the scope and jurisdiction of those collective bargaining agreements with workers who are members of those unions.

§ 14.5.14 Bidders will be required to meet experience qualifications as determined by Construction Manager and Owner.

**§ 14.5.15** Fencing and Signing. The Contractor will be responsible for erecting and maintaining all construction fencing, signing, warning as required by applicable law, regulation, rule, ordinance, or code at all times of construction. Failure to erect or maintain this fencing, signage or warning will result in the correction of the problem by the Owner at the expense of the Contractor. The Owner's expenses will be back charged to the contract, and may include, but are not limited to, the costs of any materials and staff time. Fencing, signage, and warnings must be installed and fully erected before construction operations beginning and tied-up at the end of each working day. All construction fencing, signage and warnings must conform to the Specifications and as required by applicable law specifications

**§ 14.5.16** In the event that the COVID-19 pandemic, other infectious disease outbreak or pandemic or other public health emergencies, any governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, or any other cause beyond Owner's control changes Owner's schedule for the Project or delays completion of the Project, the time for completion of the Construction Manager's work shall be extended by the period of the resulting delay and Owner and Construction Manager will mutually agree to an equitable adjustment of Construction Manager's fee and associated costs if and as appropriate given the stage of the Project. Construction Manager agrees that Owner shall not be responsible for any of Construction Manager's damages, nor shall Owner be deemed in default of this Agreement due to such delays.

**ARTICLE 15 SCOPE OF THE AGREEMENT**

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

**§ 15.2** The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Other Exhibits:  
(Check all boxes that apply.)
  - A. Labor Rates
  - B. Insurance
  - C. W.B. Olson, Inc. Proposal Letter dated 7/18/22

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 Construction Manager'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.)

**§ 15.7.1** The Construction Manager warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered. Notwithstanding Construction Manager is not an Architect and is not responsible for the Design meeting laws.

**§ 15.7.2** Whenever request by an outside party, the Construction Manager or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 15.7.3 Construction Manager shall carefully examine the Occupational Safety and Health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

§ 15.7.4 Construction Manager shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§ 15.7.5 At all times Construction Manager shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 15.7.6 Construction Manager understands, represents and warrants to the Owner that the Construction Manager and its Subcontractors (for which the Construction Manager shall require by Contract that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 13 and that they will remain in compliance for the entirety of the Work.

§ 15.7.7 Construction Manager agrees to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Construction Manager shall produce, at a reasonable cost to the Owner, which the Owner will charge the requestor, records not in the Owner's possession which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Construction Manager shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon the Construction Manager's failure to produce documents or otherwise appropriately respond to a request under the Act, then Construction Manager shall indemnify and hold the Owner harmless, and pay an amount determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

§ 15.7.8 Substance Abuse Prevention

The Construction Manager shall comply with and require all Subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) (the "Act") by:

The term "Contractor" as used in the AIA Document A201-2017 as incorporated in the A133 shall mean the Construction Manager as identified in this Contract, unless otherwise specifically indicated, and references to "Subcontractors" shall, as appropriate, include all prime contractors and subcontractors. For convenience, these Supplementary Conditions use the term Construction Manager

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

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Daniel L. Polfuss, President

(Printed name and title)



# MEMO

September 1, 2022

**TO:** Park District Board of Commissioners  
**FROM:** Nathan Troia, PLA, Superintendent of Planning and Natural Resources  
**CC:** Dave Harris, Executive Director  
**RE:** Ackerman Park Hub Lights – Co-op Purchase

Ackerman Park Hub Lights are budgeted for 2022 for the upgrade of existing lights to LED lights for \$500,000.

Staff engaged Musco Sports Lighting Inc. for a design plan that integrates with the existing Musco Control Link system and to match other lights in the district.

Close attention was given to all options to reuse the existing poles, reducing costs.

Staff recommends purchasing the lights and installation through the qualified Sourcewell cooperative purchasing program for \$379,400.

This project will qualify for a ComED grant, while still in the approval process the savings are anticipated between \$60,000-\$70,000.

Lastly, during this process staff has been working closely to make this project Dark Sky compliant. That process is still in underway, but initial review was that this project would likely be fully certified.

**Recommendations:** Park District staff recommends awarding the Sourcewell cooperative purchase of the Ackerman Park Hub Lights to Musco Sports Lighting, Inc..

**Motion:** I make the motion to award the Sourcewell cooperative purchase of the Ackerman Park Hub Lights to Musco Sports Lighting, Inc..

Glen Ellyn Ackerman Park  
Glen Ellyn, IL  
August 23, 2022

Sourcewell  
Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023  
Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 071619-MSL

**Quotation Price – Materials Delivered to Job Site and Installation**

**(4) Softball Fields – ..... \$ 379,400.00**  
*(1) 205'/205'/200', (1) 200'/200'/173', (1) 205' Radius and (1) 200' Radius*

*Pricing furnished is effective for 30 days unless otherwise noted and is considered confidential.*

**Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology**

**Guaranteed Lighting Performance**

- Guaranteed light levels of 45 Footcandles (infield) and 30 Footcandles (outfield)

**System Description**

- 20 Factory wired poletop luminaire assemblies
- 94 Factory aimed and assembled luminaires, including BallTracker® luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

**Control Systems and Services**

- Utilizing the existing Control-Link® control and monitoring system to provide remote on/off control and performance monitoring with 24/7 customer support
- 12 – 30 Amp contactors

**Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

**Installation Services Provided**

**Customer Responsibilities:**

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.



## Quote

5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

### **Musco Responsibilities:**

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide poletop luminaire assembly on 20 poles;
3. Provide fixture layout and aiming diagram.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

### **Subcontractor Responsibilities**

#### **General:**

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide necessary waste disposal and daily cleanup.
6. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.
9. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

#### **Retrofit Musco Equipment to Existing Poles:**

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and  $\frac{5}{8}$  in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.





## Quote

7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

### Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.

### Control System:

1. Installation of contactors in existing control panel
2. Check all zones to make sure they work in both auto and manual mode.
3. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

## Payment Terms

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Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Attn: Amanda Hudnut  
Fax: 800-374-6402  
Email: musco.contracts@musco.com

**All purchase orders should note the following:**

**Sourcewell purchase – contract number: 071619-MSL**

## Delivery Timing

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

## Notes

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Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 1 Phase electrical system requirement.
- Structural code and wind speed = 2015 IBC, 115 mph, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco lighting system
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system
- The owner of the field is responsible for the structural integrity of the existing poles

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



## Quote

David Miller  
Musco Sports Lighting, LLC  
Phone: 630-414-9060  
E-mail: david.miller@musco.com





# MEMO

September 1, 2022

**TO:** Park District Board of Commissioners  
**FROM:** Nathan Troia, PLA, Superintendent of Planning and Natural Resources  
**CC:** Dave Harris, Executive Director  
**RE:** Newton Park Concrete Bid

Newton Park was awarded an OSLAD Grant for site wide improvements from a master plan. Concrete sidewalks providing connectivity throughout the park, and ADA access to the baseball field were components of the Grant. Additionally, a proposed Lacrosse wall with significant a concrete footer was included as part of this bid.

On August 5th, staff publicly noticed invitations for bid, requesting contractors to provide proposals for Newton Park Concrete Improvements. The scope of work included Concrete sidewalk improvements, a free-standing masonry lacrosse practice wall, and associated restoration.

The bid opening for the was conducted on August 26th, at which time (1) sealed bids were received, opened, and read aloud.

Schaeffges Brothers, Inc. submitted the lowest lump sum bid of \$148,770. The submitted bid was vetted and found to be complete. Schaeffges Brothers is a reputable concrete contractor including projects at Geneva Park District, Chicago Botanic Garden, Forest Preserve District of DuPage County, Wheaton Park District, and others.

Schaeffges Brothers has adequate capacity, and plans to start on the project right away, finishing in the proposed schedule by the end of the year or sooner.

Staff will have more information to present at the Board meeting regarding the overall project budget, as this is the last major component. Staff is also negotiating any efficiencies that operations staff might be able to contribute to reduce the final contract amount, such as landscape restoration.

**Recommendations:** Park District staff recommends awarding the Newton Park Concrete bid to Schaeffges Brothers, Inc. for the amount of \$148,777.

**Motion:** I make the motion to award the Newton Park Concrete bid to Schaeffges Brothers, Inc. for the amount of \$148,777.



# GLEN ELLYN PARK DISTRICT

## BID TABULATION FORM

Project: Newton Park Concrete

Date: 8/26/2022. 10:00am

Bidders Name	Bidders Location	Bid Bond	Base Bid
Schaefeges Brothers, Inc.	Wheeling, IL	X	\$148,777.00

Opened By: NT

Witnessed By: CY

SECTION 00 45 13 – BIDDER'S QUALIFICATIONS

**ALL BIDDERS ARE REQUIRED TO FILL OUT THE FOLLOWING INFORMATION AND SUBMIT IT ALONG WITH ALL OTHER BID REQUIREMENTS.**

**BIDDER GENERAL INFORMATION:**

Bidder Name: Schaefges Brothers Inc.

Submitted By: Kenneth Schaefges, President  
Name and Title

Address: 851 Seton Court, Suite 2A Wheeling, IL 60090

Business Phone: 847-537-3330

Business Fax: 847-537-7439

Email address of Bidder: ken@sbigc.com

Business Type:

- Sole Proprietor
- Partnership
- Corporation formed in the State of IL, in the year 1962.
- Joint Venture
- Other : \_\_\_\_\_
- 

**If a Sole Proprietor, please answer the following:**

Name in Full:  
\_\_\_\_\_

Home Address:  
\_\_\_\_\_  
\_\_\_\_\_

Business Address  
\_\_\_\_\_  
\_\_\_\_\_

Date of Birth  
\_\_\_\_\_

Place of Birth  
\_\_\_\_\_

Driver's License #/State  
\_\_\_\_\_

**If a Corporation, please answer the following:**

Date & Place Incorporated 07/62 \_\_\_\_\_

State of Incorporation IL \_\_\_\_\_

President: Kenneth Schaeffges \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: Susan Karecki \_\_\_\_\_

Treasurer: \_\_\_\_\_

Is the corporation held publicly or privately? Privately \_\_\_\_\_

**If a Partnership, please answer the following:**

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name & Partnership Share of:

General Partner #1: \_\_\_\_\_

General Partner #2: \_\_\_\_\_

General Partner #3: \_\_\_\_\_

**If a Joint Venture, please answer the following:**

Date of Organization: \_\_\_\_\_

Name & Type of Entity of each Joint Venture (partnership/corp./sole prop.):

General Venture #1: \_\_\_\_\_

General Venture #2: \_\_\_\_\_

General Venture #3: \_\_\_\_\_

General Venture #4: \_\_\_\_\_

If other than a Corporation or Partnership, describe organization and name principals:

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**BIDDER BACKGROUND INFORMATION:**

Have you ever failed to complete any work awarded to you? If yes, indicate when, where and why:

Yes \_\_\_  No \_\_\_

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Has your contractor's license been revoked at any time in the last five years?

Yes \_\_\_  No \_\_\_

At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes \_\_\_  No \_\_\_

Contractor has the appropriate level of insurance according to the Bid Documents:

Yes \_\_\_  No \_\_\_

Contractor has current Workers' Compensation Insurance as required by the Labor Code:

Yes \_\_\_  No \_\_\_

Contractor is licensed to do business as a Contractor in the jurisdiction where this Project is to be completed:

Yes \_\_\_  No \_\_\_

How many years has your organization been in business as a contractor?

60  
\_\_\_\_\_

Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

Yes \_\_\_  No \_\_\_

If Yes, please have that company submit this document with your Bid.

Has your firm changed names or license number in the last five years?

Yes\_\_\_\_ No\_ x\_

If Yes, please provide all names and contractors' license numbers used within the last five years:

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Has there been a change in ownership of the firm at any time in the last three years?

Yes\_\_\_\_ No\_ x\_

If Yes, please list the name and contact information for the previous Owner(s):

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Was your firm in bankruptcy at any time during the last five years?

Yes\_\_\_\_ No\_ x\_

If Yes, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed as well as a copy of the Bankruptcy Court's discharge order.

At any time in the last five years has your firm been assessed liquidated damages?

Yes\_\_\_\_ No\_ x\_

If Yes, please provide the information pertaining to the project(s):

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In the last five years have you, a subsidiary of your firm or past owner of your firm been associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing a project:

Yes\_\_\_\_ No\_ x\_



If Yes, please provide the information pertaining to the project(s):

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In the last five years has your surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project?

Yes \_\_\_  No \_\_\_

If Yes, please provide the information pertaining to the project(s):

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In the last five years has your insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm:

Yes \_\_\_  No \_\_\_

If Yes, please provide the insurance carrier's information and the year this occurred:

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Has OSHA cited and assessed penalties against your firm for any violations of its safety or health regulation in the last five years?

Yes \_\_\_  No \_\_\_

If Yes, please provide the information pertaining to the project(s):

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Bonding Capacity:

Name of Bonding Company/Surety  
Fidelity & Deposit Company of Maryland

Address:  
1400 American Lane  
Schaumburg, IL 60196

Phone:  
630-245-4601

List all other sureties (name and full address) that have written bonds for your firm during the last five years, include the dates which each wrote the bonds:

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**PROJECT EXPERIENCE:**            see attached "project history" sheets

List three (3) *Concrete Sidewalk and Masonry installation projects* your organization has completed in the past five (5) years which are similar in scope to the Work which you would be performing for the Glen Ellyn Park District. *Do not include projects completed by individual employees while working at organizations under a different name.*

1. Project Name: \_\_\_\_\_  
Owner, Contact Person and Phone Number \_\_\_\_\_  
Architect, Contact Person and Phone Number \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Date of Completion \_\_\_\_\_

Percentage of work completed by your organization \_\_\_\_\_

Percentage of work completed by subcontractors \_\_\_\_\_

2. Project Name: \_\_\_\_\_

Owner, Contact Person and Phone Number \_\_\_\_\_

Architect, Contact Person and Phone Number \_\_\_\_\_

Contract Amount \_\_\_\_\_

Date of Completion \_\_\_\_\_

Percentage of work completed by your organization \_\_\_\_\_

Percentage of work completed by subcontractors \_\_\_\_\_

3. Project Name: \_\_\_\_\_

Owner, Contact Person and Phone Number \_\_\_\_\_

Architect, Contact Person and Phone Number \_\_\_\_\_

Contract Amount \_\_\_\_\_

Date of Completion \_\_\_\_\_

Percentage of work completed by your organization \_\_\_\_\_

Percentage of work completed by subcontractors \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS:**

The undersigned certifies that they have used the sub-bids of the following listed subcontractors in compiling this Bid. The subcontractors listed will be used only for the work for which they are listed in their bid. All subcontractors are subject to the approval of the Owner, and are required to read and follow the Project Specifications that pertain to the work they are performing. If a bidder does not submit any sub-contractors, they will be required to complete all work within their own workforce. If subcontractors are listed, all bonds and insurance shall be written to include them. (List additional subcontractors on separate sheet of paper).

1. Subcontractor Name: Grace Masonry

Type of Work: Masonry



The above submitter being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Christine Forssander 08/26/22  
Notary Public Signature Christine Forssander Date

03/23/23

Commission Expiration

END OF SECTION – 00 45 13



SECTION 00 45 20 – AFFIDAVIT OF COMPLIANCE

The undersigned, being first duly sworn on oath, deposes and states that he has the authority to make this certification on behalf of the undersigned,


Schaefges Brothers Inc.

(Name of Company)

- (A) That in connection with this procurement,
- (1) the prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other undersigned or with any competitor; and
  - (2) the prices which have been quoted in this bid have not been knowingly disclosed by the undersigned and will not be knowingly disclosed by the undersigned prior to opening directly or indirectly to any other undersigned or to any competitor; and
  - (3) no attempt has been made or will be made by the undersigned to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (B) The undersigned further states,
- (1) he is the person in the undersigned's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2)(a) he is not the person in the undersigned's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and
  - (b) that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.
- (C) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 720 ILCS 5/33E-1 et seq., the undersigned is not barred from bidding on this contract as a result of a conviction for violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (D) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42.1-1, the undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (E) The undersigned agrees to provide a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- (F) The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (the "Act").

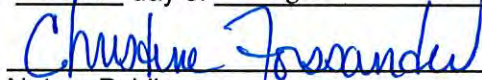
- (G) Is not barred from bidding on this public contract as a result of a violation of either Section 33E-3 or 33E-4 of Illinois Revised Statutes Chapter 38, Article 33E (Public Contracts)
- (H) Is in compliance with Illinois Human Rights Act, including the sexual harassment policy amendment which took effect July 1, 1993 (codified as 775 ILCS 52-105-1993), requiring a written anti-harassment policy that meets the directives of the Act;
- (I) Agrees to comply with all the provisions of the Americans with Disabilities Act with respect to employment, program participation, public service and any other provisions related to your operations in service to the Glen Ellyn Park District.
- (J) The undersigned, does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Human Rights Act.
- (K) The contractor understands and agrees to abide by the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the Act).  
This contract calls for the construction of a public work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the Act). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current prevailing rate of wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Departments web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labors website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

- (L) The contractor understands and agrees to provide competent supervision and personnel capable of completing all required work in a safe manner as governed by current OSHA standards and all other authorities having jurisdiction
- (M) It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the undersigned to receive payment under any award made hereunder.

Authorized Signature:   
Title: President

SUBSCRIBED AND SWORN TO before me this

26th day of August, 2022

  
Notary Public Christine Forssander



END OF SECTION – 00 45 20





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## General Contractors

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**Schaeffges Brothers, Inc.** / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790

Tel (847) 537-3330 · Fax (847) 537-7439 · [www.sbigc.com](http://www.sbigc.com)

August 24, 2022

### PROJECT HISTORY

#### KENILWORTH ASSEMBLY HALL CONCRETE

Owner: Kenilworth Park District –  
Construction Mgr.: W.B. Olson, Inc. – Sami Zafar – 847-498-3800  
Project Manager: Chad Karecki  
Superintendent: Mike Reed  
Contract Amount: \$197,289.00  
Completion Date: July, 2022

#### VILLAGE OF OAK BROOK BATH & TENNIS CLUB HIGH DIVE STAND REPLACEMENT

Owner: Village of Oak Brook – Doug Hroba – 312-402-5485  
Project Manager: Chad Karecki  
Superintendent: Martin Pantoja  
Contract Amount: \$45,500.00  
Completion Date: July, 2022

#### GENEVA PARK DISTRICT 2022 MILL CREEK POOL RESURFACING PROJECT

Owner: Geneva Park District – Joey Kalwat – 630-232-4542  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$174,000.00  
Completion Date: July, 2022

#### MARQUARDT DISTRICT # 15 FACILITY UPGRADES EXCAVATION

Owner: Marquardt District 15  
Construction Mgr.: Pepper Construction Company – AJ Wojtowicz – [awojtowicz@pepperconstruction.com](mailto:awojtowicz@pepperconstruction.com)  
Project Manager: Chad Karecki  
Superintendent: Martin Pantoja  
Contract Amount: \$84,939.00  
Completion Date: July, 2022

#### CHICAGO BOTANIC GARDEN WATERMAIN INFRASTRUCTURE IMPROVEMENTS

Owner: Chicago Horticultural Society  
Construction Mgr.: Trellis Group – Nick Canellis – [ncanellis@trellisgroup.com](mailto:ncanellis@trellisgroup.com)  
Project Manager: Chad Karecki  
Superintendent: Mike Reed  
Contract Amount: \$36,400.00  
Completion Date: July, 2022

#### VILLAGE OF HINSDALE COMMUNITY POOL IMPROVEMENTS

Owner: Village of Hinsdale – George Peluso  
Architect: Williams Architects – 630-221-1212  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$830,220.00  
Completion Date: May, 2022

Project History  
August 24, 2022

ELGIN AIRLITE WATER TREATMENT PLANT SLUDGE PIT COVERS

Owner: City of Elgin – Nora Bertram – [bertram\\_n@cityofelgin.org](mailto:bertram_n@cityofelgin.org)  
Architect: Strand Associates – Mike Forslund – [Mike.Forslund@strand.com](mailto:Mike.Forslund@strand.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$86,500.00  
Completion Date: March, 2022

RAUPP MUSEUM NATURE CLASSROOM DEVELOPMENT PROJECT

Owner: Buffalo Grove Park District – Michael Maloney – 847-850-2109 – [mmaloney@bgparks.org](mailto:mmaloney@bgparks.org)  
Project Manager: Chad Karecki  
Superintendent: Mike Reed  
Contract Amount: \$254,266.00  
Completion Date: March, 2022

CICERO SD 99 ROOSEVELT ELEMENTARY SCHOOL CAST IN PLACE CONCRETE

Owner: Cicero SD 99  
Construction Mgr.: Vision Construction – Matt Brokenshire – 708-488-1926 – [matt@visionconstruction.us](mailto:matt@visionconstruction.us)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$90,140.00  
Completion Date: November, 2021

641 W. LAKE NEW ADA RAMP AND INFILL

Owner: W-R2 Lake Owner VIII, LLC – Marc Garrison – [mgarrison@r2.me](mailto:mgarrison@r2.me)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$167,880.00  
Completion Date: December, 2021

HARRER PARK POOL RENOVATIONS AQUATIC CONSTRUCTION

Owner: Morton Grove Park District  
Construction Mgr.: W.B. Olson, Inc. Steve Karecki – [srk@wbo.com](mailto:srk@wbo.com) – 847-302-5888  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$2,962,885.00  
Completion Date: November, 2021

STREAMWOOD FIRE STATION NO 33 & MISC. PROJECTS

Owner: Village of Streamwood  
Construction Mgr.: MTI Construction Services, LLC  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$372,706.00  
Completion Date: November, 2021

RIVER TRAILS PARK DISTRICT POOL CONCRETE REMOVAL

Owner: River Trails Park District – Thomas Pope – [tpope@rtpd.org](mailto:tpope@rtpd.org)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mark Reed  
Contract Amount: \$80,034.00  
Completion Date: December, 2021

Project History  
August 24, 2022

2400 LAKEVIEW POOL AND PLAZA DECK REPLACEMENT

Owner: 2400 Lakeview Pool Condominium Association  
Construction Mgr.: W.B. Olson, Inc. – Mike Shydrowski – 847-274-8811 – [mikes@wbo.com](mailto:mikes@wbo.com)  
Project Manager: Chad Karecki  
Superintendent: Martin Pantoja  
Contract Amount: \$298,321.00  
Completion Date: October, 2021

CICERO SD 99 LIBERTY ELEMENTARY – 2021 CAPITAL IMPROVEMENTS

Owner: Cicero SD 99  
Construction Mgr.: Vision Construction – Matt Brokenshire – 708-488-1926 – [matt@visionconstruction.us](mailto:matt@visionconstruction.us)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$83,736.00  
Completion Date: September, 2021

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY THE PRESERVES AT OAK MEADOWS

Owner: Forest Preserve District of DuPage County  
Construction Mgr.: Pepper Construction Company - Lisa Koeune – [LKoeune@pepperconstruction.com](mailto:LKoeune@pepperconstruction.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$1,233,999.00  
Completion Date: August, 2021

MORGAN PARK HIGH SCHOOL POOL

Owner: Chicago Public School  
Construction Mgr.: Friedler Construction – Jorge Elizondo – [JorgeE@friedlerconstruction.com](mailto:JorgeE@friedlerconstruction.com)  
Project Manager: Chad Karecki  
Superintendent: Martin Pantoja  
Contract Amount: \$178,900.00  
Completion Date: July, 2021

WHEATON PARK DISTRICT FILTER BUILDING REPAIRS

Owner: Wheaton Park District – Steve Hinchee – [shinchee@wheatonparks.org](mailto:shinchee@wheatonparks.org)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$157,450.00  
Completion Date: July, 2021

HARPER COLLEGE 2020 WALL LIFE SAFETY & EXTERIOR STAIRS

Owner: Harper College  
Construction Mgr.: Eriksson Engineering Associates, Ltd. – Aaron Bruder – 847-849-7726  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$338,888.00  
Complete Date: February, 2021

PROVISO SD 209 MASTER PLAN IMPLEMENTATION SITE IMPROVEMENTS

Owner: Proviso Township HS District 209  
Construction Mgr.: Gilbane Building Company  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$144,076.00  
Completion Date: February, 2021

MAINE WEST HIGH SCHOOL DIST 207 POOL

Owner: Maine Township HS District 207  
Construction Mgr.: Pepper Construction – Todd Valliere – [tvalliere@pepperconstruction.com](mailto:tvalliere@pepperconstruction.com)  
Project Manager: Chad Karecki  
Superintendent: Martin Pantoja  
Contract Amount: \$930,000.00  
Completion Date: November, 2020

VERNON HILLS HS ADDITIONS & LIBERTYVILLE HS POOL RENOVATION

Owner: Community High School District #128  
Construction Mgr.: Gilbane Building Company – Matt Zarate – [Mzarate@GilbaneCo.com](mailto:Mzarate@GilbaneCo.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$1,760,485.00  
Completion Date: November, 2020

PALATINE PEDESTRIAN BRIDGE

Owner: Palatine Park District – Jim Holder – 847-705-5131  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$713,709.00  
Completion Date: November, 2020

PALATINE STABLES ADA SIDEWALK & PARKING IMPROVEMENTS

Owner: Palatine Park District – Jim Holder – 847-705-5131  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$44,500.00  
Completion Date: November, 2020

CYNTHIA NEAL CENTER RENOVATION

Owner: Hickory Hills Park District -  
Construction Mgr.: W.B. Olson, Inc. – Andrew Crane – [acrane@wbo.com](mailto:acrane@wbo.com)  
Project Manager: Chad Karecki  
Superintendent: Mike Reed  
Contract Amount: \$141,535.00  
Completion Date: November, 2020

GLENCOE CENTRAL SCHOOL 2020 LANDSCAPING

Owner: Glencoe School District #35  
Construction Mgr.: Frederick Quinn Corporation – Carmen Cabin – 630-628-8500  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$582,653.00  
Completion Date: November, 2020

AMOS ALONZO STAGG HS POOL FILTER REPLACEMENT

Owner: Consolidated SD 230 – Bob Hughes – [dhughes@d230.org](mailto:dhughes@d230.org)  
Construction Mgr.: Studio GC Architects – Nikki Bridges – 630-853-5718  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$303,600.00  
Completion Date: August, 2020

CHICAGO BOTANIC GARDEN SHADE EVALUATION GARDEN

Owner: Chicago Horticultural Society  
Construction Mgr.: Bulley & Andrews – Catherine Solecki – 847-354-3780  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$161,600.00  
Completion Date: September, 2020

NAVY PIER HOTEL

Owner: Navy Pier, Inc.  
Construction Mgr: James McHugh Construction – Vince Reeves – vreeves@mchughconstruction.com  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$1,997,709.00  
Completion Date: July, 2020

BLUE ISLAND SPLASH PAD RENOVATION

Owner: Blue Island Park District – Thomas Wogan – 708-385-3304  
Construction Mgr: WT Group, Inc.  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$285,291.00  
Completion Date: May, 2020

WOODRIDGE PARK DISTRICT CYPRESS COVE DRAIN LEAK REPAIR PROJECT

Owner: Woodridge Park District – Ryan Bordewick – 630-353-3340  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$36,000.00  
Completion Date: May, 2020

WESMERE COUNTRY CLUB NEW FILTER BUILDING & KIDDIE POOL

Owner: Wesmere Country Club  
Construction Mgr.: Prairie Forge Group – Dave Stermetz – [dvstermetz@p-fgroup.com](mailto:dvstermetz@p-fgroup.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$332,599.00  
Completion Date: April, 2020

OLYMPIC RECREATION CENTER ADDITION & RENOVATION

Owner: Arlington Heights Park District – Ben Rea – 847-506-7145  
Construction Mgr: Corporate Construction Services–Tyler Quattrocchi–  
[tylerq@corporateconstructionservices.com](mailto:tylerq@corporateconstructionservices.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$1,153,459.00  
Completion Date: December, 2019

SCHAUMBURG VARIOUS ADA POOL LIFTS

Owner: Schaumburg Park District – Doug Kettel – 847-985-2115  
Superintendent: Chad Karecki  
Project Manager: Mike Reed  
Contract Amount: \$82,009.00  
Completion Date: December, 2019

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CENTENNIAL PARK AQUATIC CENTER ACTIVITY POOL GUTTER REPAIRS

Owner: Village of Orland Park – Gary Couch – 708-403-6219  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$222,615.00  
Completion Date: December, 2019

ARLINGTON HEIGHTS PARK DISTRICT RECREATION PARK CONCRETE POOL DECKS

Owner: Arlington Heights Park District – Ben Rea – 847-506-7145  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$195,733.00  
Completion Date: December, 2019

ST. MATTHEWS CHURCH ADA RAMP

Owner: Schaumburg Park District – Doug Kettel – 847-985-2115  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$95,900.00  
Completion Date: December, 2019

ELK GROVE AUDUBON SKATE PARK

Owner: Elk Grove Park District – Valerie Gerdes Lemme – 847-690-1190  
Project Manager: Chad Karecki  
Superintendent: Martin Pantoja  
Contract Amount: \$464,758.00  
Completion Date: October, 2019

MARQUARDT SD 15 RETAINING WALL

Owner: Marquardt SD 15 – Bill Brown – 630-469-7615  
Architect: Legat Architect, Inc. – Scot Parker – [Sparker@legat.com](mailto:Sparker@legat.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$266,622.00  
Completion Date: August, 2019

D76 DIAMOND LAKE CAPITAL IMPROVEMENTS 2019 CAST IN PLACE CONCRETE

Owner: Board of Education of Diamond Lake School District 76 – Eric Rogers – 847-566-9221  
Construction Mgr: Pepper Construction Company – Lisa Koeune – [LKoeune@pepperconstruction.com](mailto:LKoeune@pepperconstruction.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$68,399.00  
Completion Date: August, 2019

CAROL STREAM SIMKUS RECREATION CENTER ADA COMPLIANCE

Owner: Carol Stream Park District – Ron Murray – [ronm@csparks.org](mailto:ronm@csparks.org)  
Architect: JSD Professional Services, Inc. – Lori Vierow – [lori.vierow@JSDinc.com](mailto:lori.vierow@JSDinc.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mark Reed  
Contract Amount: \$54,304.00  
Completion Date: June, 2019

Project History  
August 24, 2022

JOHNSTON RECREATION CENTER ADDITION & RENOVATION

Owner: Bloomingdale Park District- Joe Potts – 630-529-3650 - [joe@bloomingdaleparks.org](mailto:joe@bloomingdaleparks.org)  
Construction Mgr: Corporate Construction Services – Mike Rink - [mrink@corporateconstructionservices.com](mailto:mrink@corporateconstructionservices.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$214,106.00  
Completion Date: May, 2019

NAVY PIER ROOFTOP VENUE

Owner: Navy Pier, Inc.  
Construction Mgr: James McHugh Construction – Vince Reeves – [vreeves@mchughconstruction.com](mailto:vreeves@mchughconstruction.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$388,180.00  
Completion Date: May, 2019

TINLEY PARK POOL FILTER MEDIA

Owner: Tinley Park Park District – Timothy Harvey – [Tim.Harvey@tinleyparkdistrict.org](mailto:Tim.Harvey@tinleyparkdistrict.org)  
Architect: Tinley Park Park District – Timothy Harvey – [Tim.Harvey@tinleyparkdistrict.org](mailto:Tim.Harvey@tinleyparkdistrict.org)  
Project Manager: Chad Karecki  
Superintendent: Mike Reed  
Contract Amount: \$60,500.00  
Completion Date: May, 2019

WHEATON NORTHSIDE POOL ADA STAIRS

Owner: Wheaton Park District – Steve Hinchee – 630-510-4976 – [shinchee@wheatonparks.org](mailto:shinchee@wheatonparks.org)  
Project Manager: Chad Karecki  
Superintendent: Martin Pantoja  
Contract Amount: \$60,000.00  
Completion Date: June, 2019

WEST LEYDEN HIGH SCHOOL COURTYARD ADDITION/RENOVATION

Owner: Board of Education Leyden School District #212  
Const. Mgr.: International Contractors, Inc. – Jason Wasser – [JWasser@iciinc.com](mailto:JWasser@iciinc.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$996,724.00  
Completion Date: March, 2019

D214 CPP 2018 BUFFALO GROVE HIGH SCHOOL CONCRETE

Owner: Township HS District 214  
Construction Mgr: Pepper Construction Co., Lisa Koeune – 847-670-4129, [LKoeune@pepperconstruction.com](mailto:LKoeune@pepperconstruction.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$666,744.00  
Completion Date: March, 2019

KELLER PARK PEDESTRIAN BRIDGE REPLACEMENT

Owner: Deerfield Park District – Jeff Nehila – 847-572-2612  
Construction Mgr: Strand Associates, Inc. – Stephanie Thomsen – 608-251-4843  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$150,900.00  
Completion Date: November, 2018

WAUCONDA AREA LIBRARY EARTHWORK

Owner: Wauconda Area Library  
Construction Mgr: Featherstone, Inc. – Brian Gilsinn - 312-405-4057  
Project Manager: Kenneth Schaeffges  
Superintendent: Mark Reed  
Contract Amount: \$149,519.00  
Completion Date: November, 2018

WAUCONDA AREA LIBRARY CONCRETE

Owner: Wauconda Area Library  
Construction Mgr: Featherstone, Inc. – Brian Gilsinn – 312-405-4057  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$252,010.00  
Completion Date: November, 2018

ARLINGTON HEIGHTS POLICE STATION ENCLOSURE AND INTERIOR-SITE CONCRETE & PAVING

Owner: Village of Arlington Heights  
Construction Mgr.: Riley Construction – Matt Walsh – 847-457-3909 Mattw@rileycon.com  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$433,959.00  
Completion Date: November, 2018

1200 N. NORTH BRANCH, CHICAGO TENNANT BUILDOUT

Owner: 1200 Partners, LLC – Jarrik Mitchell – JMitchell@r2.me  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$563,353.99  
Completion Date: October, 2018

NEW TRIER HIGH SCHOOL 2018 RENOVATIONS CAST IN PLACE & SITE CONCRETE

Owner: New Trier High School District 203  
Construction Mgr: Pepper Construction  
Project Manager: Ken Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$214,613.00  
Completion Date: September, 2018

LINCOLN HALL MIDDLE SCHOOL PHASE III RENOVATION WORK

Owner: Lincolnwood SD 74  
Construction Mgr: Z3 Solutions – Nicholas Zouras – 847-730-3945  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$147,716.00  
Completion Date: September, 2018

MORTON EAST HIGH SCHOOL HEALTH LIFE SAFETY RENOVATIONS  
CAST IN PLACE CONCRETE

Owner: J. Sterling Morton High School District #201  
Construction Mgr: Vision Construction & Consulting Inc.  
Project Manager: Chad Karecki  
Superintendent: Martin Pantoja  
Contract Amount: \$114,500.00  
Completion Date: September, 2018



Project History  
August 24, 2022

ST. CHARLES OTTER COVE WATER SLIDE ADDITION

Owner: St. Charles Park District – Laura Rudow - [LRudow@stcparks.org](mailto:LRudow@stcparks.org)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$1,091,318.00  
Completion Date: July, 2018

ELK GROVE I-290 AT DEVON AVENUE GATEWAY SIGN

Owner: Village of Elk Grove – Brian Lovering – 847-734-8077 – [Blovering@elkgrove.org](mailto:Blovering@elkgrove.org)  
Project Manager: Chad Karecki  
Superintendent: Mike Reed  
Contract Amount: \$279,365.00  
Completion Date: Aug., 2018

WESTCHESTER WATER SLIDE REPLACEMENT AND ZIP LINE PROJECT

Owner: Westchester Park District – Jim Burg-708-865-8200 [JBurg@wpdparks.org](mailto:JBurg@wpdparks.org)  
Architect.: Innovative Aquatic Design, LLC – Tyler Dailey-312-374-8010 [tyler.dailey@iad-llc.com](mailto:tyler.dailey@iad-llc.com)  
Project Manager: Chad Karecki  
Superintendent: Martin Pantoja  
Contract Amount: \$225,2258.00  
Completion Date: July, 2018

MILWAUKEE BUCKS ENTERTAINMENT BLOCK INTERACTIVE WATER FEATURE CONCRETE

Owner: Deer District LLC  
Construction Mgr: Fountain Technologies – Justin Hauad – 847-537-3677  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$161,500.00  
Completion Date: August, 2018

MAINE SOUTH HIGH SCHOOL POOL FILTER REPLACEMENT

Owner: Maine Township HS District 207 – Mary Kalou – 847-696-3600  
Architect: ELARA Energy Services, Inc.  
Project Manager: Chad Karecki  
Superintendent: Mike Reed  
Contract Amount: \$271,183.00  
Completion Date: August, 2018

ITASCA WATER PARK CONCRETE REPAIRS

Owner: Itasca Park District  
Architect: FGM Architects, Annabella Orlando – 630-574-8726  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$175,600.00  
Completion Date: July, 2018

HOFFMAN ESTATES FAMILY AQUATIC CENTER SAND FILTER

Owner: Hoffman Estates Park District – Dustin Hugen – 847-285-5465 – [dhugen@heparks.org](mailto:dhugen@heparks.org)  
Project Manager: Chad Karecki  
Superintendent: Martin Pantoja  
Contract Amount: \$533,503.75  
Completion Date: May, 2018

Project History  
August 24, 2022

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HEIDENHAIN CORPORATION CONCRETE FLOOR

Owner: Gary Davis  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$42,313.00  
Completion Date: July, 2018

BUTTERFIELD PARK DISTRICT LEISURE POOL LEAK REPAIR

Owner: Butterfield Park District – Larry Reiner – 630-464-7311  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$48,979.00  
Completion Date: June, 2018

SPECIAL OLYMPICS ETERNAL FLAME OF HOPE

Owner: Special Olympics International  
Construction Mgr: James McHugh Const. Co, Elizabeth Theis–773-858-8405 [etheis@mchughconstruction.com](mailto:etheis@mchughconstruction.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$214,500.00  
Completion Date: June, 2018

ARLINGTON HEIGHTS RECREATION PARK POOL MODIFICATIONS

Owner: Arlington Heights Park District – Benjamin Rea – 847-506-7145 – [BRea.ahpd.org](mailto:BRea.ahpd.org)  
Architect: Arlington Heights Park District  
Project Manager: Chad Karecki  
Superintendent: Mike Reed  
Contract Amount: \$24,700.00  
Completion Date: May, 2018

1200 N. NORTH BRANCH / EXERCISE ROOM TOPPING SLAB

Owner: 1200 Partners, LLC – Gary Stoltz – 312-415-2799 – [gstoltz@r2.me](mailto:gstoltz@r2.me)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$116,699.23  
Completion Date: May, 2018

ROBERT PALMER DRIVE UNDERPASS IMPROVEMENTS

Owner: City of Elmhurst – Paul Walter – 630-530-3018 – [Paul.Walter@elmhurst.org](mailto:Paul.Walter@elmhurst.org)  
Architect.: 3D Design Studios – Dan Dalziel - [DDalziel@3ddesignstudio.com](mailto:DDalziel@3ddesignstudio.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$746,862.00  
Completion Date: May, 2018

641 W. LAKE, CHICAGO SIDEWALK VAULT

Owner: W-R2 Lake Owner VIII, LLC – Kirk Wooller – [KWooller@r2.me](mailto:KWooller@r2.me)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$51,426.00  
Completion Date: March, 2018



## General Contractors

**Schaeffges Brothers, Inc.** / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790

Tel (847) 537-3330 · Fax (847) 537-7439 · [www.sbigc.com](http://www.sbigc.com)

August 24, 2022

### WORK IN PROGRESS

#### MAINE SOUTH 2021 REFERENDUM PROJECT POOL WORK

Owner: Maine Township High School District 207  
Construction Mgr.: Pepper Construction Company – Lisa Koeune – [Lkouene@pepperconstruction.com](mailto:Lkouene@pepperconstruction.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$235,777.00  
Percent Complete: 95%  
Completion Date: August, 2022

#### ELMHURST CUSD 205 JACKSON ELEMENTARY SCHOOL EXCAVATION & SITE UTILITIES

Owner: Elmhurst CUSD 205  
Construction Mgr.: ICI – Jason Wasser – [jwasser@icibuilds.com](mailto:jwasser@icibuilds.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$581,363.00  
Percent Complete: 31%  
Completion Date: August, 2022

#### HINSDALE CENTRAL HIGH SCHOOL CAST IN PLACE CONCRETE

Owner: Hinsdale Township High School District 86  
Construction Mgr.: Pepper Construction – Jarlath Lynch – [jlynch@pepperconstruction.com](mailto:jlynch@pepperconstruction.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$99,103.00  
Percent Complete: 0%  
Completion Date: August, 2022

#### HINSDALE SOUTH HIGH SCHOOL CAST IN PLACE CONCRETE

Owner: Hinsdale Township High School District 86  
Construction Mgr.: Pepper Construction – Jarlath Lynch – [jlynch@pepperconstruction.com](mailto:jlynch@pepperconstruction.com)  
Project Manager: Kenneth Schaeffges  
Superintendent: Mike Reed  
Contract Amount: \$192,185.00  
Percent Complete: 0%  
Completion Date: August, 2022

#### LAKE ZURICH CUSD 95 2022 STEAM MIDDLE SCHOOL SOUTH & ISAAC FOX BUILDING CONCRETE

Owner: Lake Zurich CUSD 95 – Vicky Cullinan  
Construction Mgr.: Lamp, Inc. –  
Project Manager: Kenneth Schaeffges  
Superintendent: Martin Pantoja  
Contract Amount: \$191,777.00  
Percent Complete: 10%  
Completion Date: August, 2022

Work in Progress  
August 24, 2022

LAKE ZURICH CUSD 95 2022 STEAM MIDDLE SCHOOL NORTH & LOOMIS BUILDING CONCRETE

Owner: Lake Zurich CUSD 95 – Vicky Cullinan

Construction Mgr.: Lamp, Inc. –

Project Manager: Kenneth Schaeffges

Superintendent: Martin Pantoja

Contract Amount: \$245,777.00

Percent Complete: 10%

Completion Date: August, 2022

PROVISO HS DISTRICT 209 CAPITAL IMPROVEMENTS PHASE I CONCRETE

Owner: The Board of Ed of Proviso THSD 209

Construction Mgr.: Gilbane Building Company –

Project Manager: Chad Karecki

Superintendent: Mike Reed

Percent Complete: 0%

Contract Amount: \$242,500.00

Completion Date: December, 2022

REAVIS HIGH SCHOOL POOL AND LOCKER ROOM RENOVATION

Owner: Board of Education Reavis High School District 220 – Mike Hock

Construction Mgr: Mazur + Sons Construction – Tom Mazur – 708-839-5959

Project Manager: Kenneth Schaeffges

Superintendent: Martin Pantoja

Percent Complete: 44%

Contract Amount: \$1,238,000.00

Completion Date: November, 2022

MAINE EAST 2022 REFERENDUM POOL PROJECT

Owner: Maine Township High School District 207

Construction Mgr.: Pepper Construction Company – Lisa Koeune – [Lkouene@pepperconstruction.com](mailto:Lkouene@pepperconstruction.com)

Project Manager: Kenneth Schaeffges

Superintendent: Martin Pantoja

Contract Amount: \$632,900.00

Percent Complete: 0%

Completion Date: August, 2023

MAINE SOUTH 2022 REFERENDUM POOL PROJECT

Owner: Maine Township High School District 207

Construction Mgr.: Pepper Construction Company – Lisa Koeune – [Lkouene@pepperconstruction.com](mailto:Lkouene@pepperconstruction.com)

Project Manager: Kenneth Schaeffges

Superintendent: Martin Pantoja

Contract Amount: \$102,777.00

Percent Complete: 0%

Completion Date: August, 2023

VILLAGE OF ELK GROVE GATEWAY SIGNS – BUSINESS PARK

Owner: Village of Elk Grove – Eric Schmidt – [Eschmidt@elkgrove.org](mailto:Eschmidt@elkgrove.org)

Engineer: Civil Tech, Inc. – J Kerivan – [JKerivanIII@civiltechinc.com](mailto:JKerivanIII@civiltechinc.com)

Project Manager: Kenneth Schaeffges

Superintendent: Mike Reed

Contract Amount: \$826,413.00

Percent Complete: 0%

Completion Date: December, 2022



# MEMO

September 1, 2022

**TO: Park District Board of Commissioners**  
**FROM: Nathan Troia, PLA, Superintendent of Planning and Natural Resources**  
**CC: Dave Harris, Executive Director**  
**RE: Ackerman Park Softball Fields #5&6 Improvement Bid**

At April 19<sup>th</sup> Board Meeting, discussions were held on potential improvement projects at Ackerman Park, funded by the Rebuild Illinois Grant, administered by the Department of Commerce and Economic Opportunity (DCEO). The total amount funded at this time to the Glen Ellyn Park District is \$323,600. As a reminder, the Glen Ellyn Park District was appropriated over \$900,000 in 2019 but also unfunded. In addition to the recently funded portion, \$611,000 remains appropriated but unfunded. As a result, improvements to Fields #5&6 were given priority for improvements.

On August 12<sup>th</sup>, staff publicly noticed invitations for bid, requesting contractors to provide proposals for Ackerman Park Fields 5&6 Improvements. The scope of work included the installation of new ballfield fencing, backstop, dugouts, concrete sidewalks, and new infield mix.

The bid opening for was conducted on August 31<sup>st</sup>, at which time (1) sealed bids were received, opened, and read aloud.

Hacienda Landscaping submitted the lowest lump sum bid of \$451,590. The submitted bid was vetted and found to be complete. Fencing pricing remains to be remarkably at an all-time high, which was a significant factor in the high bid. Staff has already identified some items to value engineer out of the project to negotiate a lower final cost.

Fall installation will be the most beneficial time to complete this project, ahead of spring games. Hacienda has experience installing ballfields, although the fencing will be done through the same subcontractor that did the other Ackerman fields. Hacienda also installed Co-Op Park, Newton Park, and other various projects for the District.

Staff will have more information to present at the Board meeting as it relates to the overall budget for Ackerman Park improvements in the FY2022.

**Recommendations:** Park District staff recommends awarding the Ackerman Park Fields 5&6 Improvements bid to Hacienda Landscaping for the amount of \$451,900.

**Motion:** I make the motion to award the Ackerman Park Fields 5&6 Improvements bid to Hacienda Landscaping for the amount of \$451,900.



**BID TABULATION FORM**

**Project:** Ackerman Fields 5 & 6

**Date:** 8/31/22, 10:00am

Bidders Name	Bidders Location	Adnd. 1	Bid Bond	Base Bid	Alt. 1 (Outfield Fence3&4)
Hacienda Landscaping, Inc.	Minooka, IL	X	X	\$451,590.00	\$49,700.00

Addendum 1: Issued Aug. 23, publicly on the GEPD website. Included an approved alternate for pre-fabricated dugouts.

**Opened By:** NT

**Witnessed By:** CY



# MEMO

September 1, 2022

**TO: Park District Board of Commissioners**  
**FROM: Nathan Troia, PLA, Superintendent of Planning and Natural Resources**  
**CC: Dave Harris, Executive Director**  
**RE: Sunset Park Playground Installation Bid**

Sunset Park Playground was built in 1993 and is on the Playground Replacement Plan for Budget Year 2022 in the amount of \$200,000.

The playground equipment from KOMPAN, Inc. was approved for purchase at the August 16<sup>th</sup> Board meeting for \$92,829. This playground is unique in that all components are made from 50-100% recycled ocean waste. KOMPAN has made it their responsibility to create environmentally-friendly play spaces where kids can play for decades to come. Modern recycling methods now allow the tons of trashed fishing nets, used textiles, food packaging waste, plastic bags, and other materials to be recycled in various ways, including children's playground equipment.

With the loss of the large shade tree next to the playground, use of the space by camps, and public input received at a public open house, a shelter will also be purchased for this park for \$21,066.

On August 12th, staff publicly noticed invitations for bid, requesting contractors to provide proposals for Sunset Park Playground Improvements at Sunset Park. The scope of work included Select demolition of existing playground and sidewalks, installation of new playground, shelter, and concrete sidewalks.

Kids Around the World was contacted and the existing playground was deemed not viable for donation due to the condition.

The bid opening for the was conducted on August 31st, at which time (7) sealed bids were received, opened, and read aloud. Overall, the bids were competitive and are comparable to project estimates.



E.Hoffman Inc. submitted the lowest lump sum bid of \$143,547. The submitted bid was vetted and found to be complete. E. Hoffman has no prior experience performing work for the Park District.

Staff is still performing due diligence and will make a recommendation at the Board meeting.



**BID TABULATION FORM**

Project: Sunset Playground  
 Date: 8/31/22, 11:00 am

Bidders Name	Bidders Location	Adnd. 1	Adnd. 2	Adnd. 3	Bid Bond	Base Bid
D+S Landscape	Shorewood	✓	✓	✓	✓	178,210.00
E. Hoffman Inc.	Homewood	✓	✓	✓	✓	143,547.50
Osman Construction	Arlington Hts	✓	✓	✓	✓	220,927.00
Macenda Landscaping	Minooka	✓	✓	✓	✓	162,130.00
Innovation Landscapes	Plainfield	✓	✓	✓	✓	149,201.71
Blayus Brothers	Elgin	✓	✓	✓	✓	190,831.30
The Kenneth Company	Northbrook	✓	✓	✓	✓	163,455.25

Addendum 1: Issued Aug. 19, publicly on the GEPD website. Included additional information from playground manufacturer at request of bidder.

Addendum 2: Issued Aug. 24, publicly on the GEPD website. Included additional information from shelter manufacturer at request of bidder.

Addendum 3: Issued Aug. 26, publicly on the GEPD website. Included additional clarification of extents of tree protection.

Opened By: NT  
 Witnessed By: CY

SECTION 00 45 13 – BIDDER'S QUALIFICATIONS

**ALL BIDDERS ARE REQUIRED TO FILL OUT THE FOLLOWING INFORMATION AND SUBMIT IT ALONG WITH ALL OTHER BID REQUIREMENTS.**

**BIDDER GENERAL INFORMATION:**

Bidder Name: E. Hoffman

Submitted By: Ed Hoffman, President  
Name and Title

Address: 21 W 448 North Avenue, Lombard, IL 60148

Business Phone: 630-495-3526

Business Fax: 630-495-3527

Email address of Bidder: ed@edhoffmaninc.com

Business Type:

- Sole Proprietor
- Partnership
- Corporation formed in the State of Illinois, in the year 89.
- Joint Venture
- Other : \_\_\_\_\_
- 

**If a Sole Proprietor, please answer the following:**

Name in Full: \_\_\_\_\_

Home Address: \_\_\_\_\_

Business Address \_\_\_\_\_

Date of Birth \_\_\_\_\_

Place of Birth \_\_\_\_\_  
\_\_\_\_\_

Driver's License #/State \_\_\_\_\_  
\_\_\_\_\_

**If a Corporation, please answer the following:**

Date & Place Incorporated 1989 Illinois

State of Incorporation Illinois

President: Ed Hoffman

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Is the corporation held publicly or privately? \_\_\_\_\_

**If a Partnership, please answer the following:**

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name & Partnership Share of: \_\_\_\_\_

General Partner #1: \_\_\_\_\_

General Partner #2: \_\_\_\_\_

General Partner #3: \_\_\_\_\_

**If a Joint Venture, please answer the following:**

Date of Organization: \_\_\_\_\_

Name & Type of Entity of each Joint Venture (partnership/corp./sole prop.):

General Venture #1: \_\_\_\_\_

General Venture #2: \_\_\_\_\_

General Venture #3: \_\_\_\_\_

General Venture #4: \_\_\_\_\_

If other than a Corporation or Partnership, describe organization and name principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER BACKGROUND INFORMATION:**

Have you ever failed to complete any work awarded to you? If yes, indicate when, where and why:

Yes \_\_\_ No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your contractor's license been revoked at any time in the last five years?

Yes \_\_\_ No

At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes \_\_\_ No

Contractor has the appropriate level of insurance according to the Bid Documents:

Yes  No \_\_\_

Contractor has current Workers' Compensation Insurance as required by the Labor Code:

Yes  No \_\_\_

Contractor is licensed to do business as a Contractor in the jurisdiction where this Project is to be completed:

Yes  No \_\_\_

How many years has your organization been in business as a contractor?

\_\_\_\_\_ 33 yrs. \_\_\_\_\_

Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

Yes \_\_\_ No

If Yes, please have that company submit this document with your Bid.

Has your firm changed names or license number in the last five years?

Yes \_\_\_ No

If Yes, please provide all names and contractors' license numbers used within the last five years:

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Has there been a change in ownership of the firm at any time in the last three years?

Yes \_\_\_ No

If Yes, please list the name and contact information for the previous Owner(s):

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Was your firm in bankruptcy at any time during the last five years?

Yes \_\_\_ No

If Yes, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed as well as a copy of the Bankruptcy Court's discharge order.

At any time in the last five years has your firm been assessed liquidated damages?

Yes \_\_\_ No

If Yes, please provide the information pertaining to the project(s):

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In the last five years have you, a subsidiary of your firm or past owner of your firm been associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing a project:

Yes \_\_\_ No

If Yes, please provide the information pertaining to the project(s):

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In the last five years has your surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project?

Yes \_\_\_  No X

If Yes, please provide the information pertaining to the project(s):

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In the last five years has your insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm:

Yes \_\_\_  No X

If Yes, please provide the insurance carrier's information and the year this occurred:

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Has OSHA cited and assessed penalties against your firm for any violations of its safety or health regulation in the last five years?

Yes \_\_\_  No X

If Yes, please provide the information pertaining to the project(s):

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Bonding Capacity:

Name of Bonding Company/Surety

Auto-Owners Insurance

Address:

C/O - Southpoint Insurance Agency, Inc.

15341 S. 94th Ave. Ste. 100

Orland Park, IL 60462

Phone:

708-478-3440

List all other sureties (name and full address) that have written bonds for your firm during the last five years, include the dates which each wrote the bonds:

N/A

**PROJECT EXPERIENCE:**

List three (3) *Playground installation projects* your organization has completed in the past five (5) years which are similar in scope to the Work which you would be performing for the Glen Ellyn Park District. *Do not include projects completed by individual employees while working at organizations under a different name.*

1. Project Name: Centennial Park - Elmhurst Park Dist.

Owner, Contact Person and Phone Number Angela Ferrentino

Architect, Contact Person and Phone Number Cipland Design - Tom Novak 815-254-0091

Contract Amount 548,692.00

Date of Completion 7/2022



Percentage of work completed by your organization 75%

Percentage of work completed by subcontractors 25%

2. Project Name: Pottawatomie Park - St. Charles Park Dist.

Owner, Contact Person and Phone Number Laura Rudow - 630-584-1885

Architect, Contact Person and Phone Number Druchler - Pat Kelsey 630-423-0482

Contract Amount 503,948.00

Date of Completion 6/2021

Percentage of work completed by your organization 90%

Percentage of work completed by subcontractors 10%

3. Project Name: Maple Park - Palatine Park Dist.

Owner, Contact Person and Phone Number Jim Holder - 847-991-0333

Architect, Contact Person and Phone Number Widdcock - Doug Fair 630-961-1787

Contract Amount 576,182.00

Date of Completion 8/2021

Percentage of work completed by your organization 90%

Percentage of work completed by subcontractors 10%

**DESIGNATION OF SUBCONTRACTORS:**

The undersigned certifies that they have used the sub-bids of the following listed subcontractors in compiling this Bid. The subcontractors listed will be used only for the work for which they are listed in their bid. All subcontractors are subject to the approval of the Owner, and are required to read and follow the Project Specifications that pertain to the work they are performing. If a bidder does not submit any sub-contractors, they will be required to complete all work within their own workforce. If subcontractors are listed, all bonds and insurance shall be written to include them. (List additional subcontractors on separate sheet of paper).

1. Subcontractor Name: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Address: \_\_\_\_\_

*N/A*

Phone Number:

2. Subcontractor Name:

Type of Work:

Address:

N/A

Phone Number:

3. Subcontractor Name:

Type of Work:

Address:

Phone Number:

I, the undersigned, certify and declare that I have read all the foregoing answers to this Request for Qualifications Statement and know its content.

**SIGNATURES:**



\_\_\_\_\_  
Submitter's Signature

8/26/22

\_\_\_\_\_  
Date

President

\_\_\_\_\_  
Title

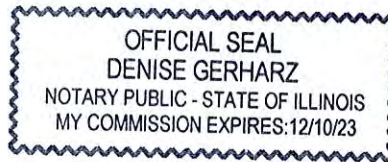
E. Hoffman, Inc.

\_\_\_\_\_  
Name of Organization Represented

The above submitter being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

*Denise Gerharz*      *8/26/22*  
Notary Public Signature      Date  
*12/10/2023*  
Commission Expiration

END OF SECTION – 00 45 13





# MEMO

September 1, 2022

**TO:** Park District Board of Commissioners  
**FROM:** Nathan Troia, PLA, Parks Project Manager  
**CC:** Dave Harris, Executive Director  
**RE:** OSLAD Grant Resolution 22-04

In anticipation of the Glen Ellyn Park District possibly implementing significant improvements to Lake Foxcroft beginning in 2023, the Park District will be submitting an OSLAD grant application for elements within the proposed project. Funds have been appropriated for the Open Space Land Acquisition and Development Grant (OSLAD) during the next state budget. Following is some background on the program:

**About OSLAD**

*The OSLAD Grant program was established by the Illinois General Assembly in 1986 because of the IAPD's legislative advocacy efforts to provide financial assistance to local government agencies for the acquisition and development of land for public parks and open space.*

*The program matches funds provided by park districts, municipalities, forest preserve districts and other local government entities, providing up to 50% of the funding.*

*OSLAD is funded by non-General Revenue Fund (non-GRF) dollars dedicated through a portion of the real estate transfer tax. Of every dollar collected through the real estate transfer tax, 50 cents goes for OSLAD and the Natural Areas Acquisition Fund (NAAF) and 50 cents goes into a fund for affordable housing.*

*The bulk of the OSLAD money is used to provide grants to park districts, forest preserves and city parks throughout Illinois to acquire open space and to develop and improve park facilities. The rest supports the protection, management and restoration of natural areas and high-quality wildlife habitats and highly trained*

*conservation staff who maintain this investment. Nearly every county — 94 of 102 in Illinois — has received OSLAD grants.*

*Grant awards up to \$1,125,000 are available for acquisition projects, while development/renovation projects are limited to a \$400,000 grant maximum.*

### **History**

*Over the past 35 years \$433.5 million has been awarded to local communities throughout Illinois. The number of awards has varied from year to year based upon land transfers.*

### **Investments in OSLAD Pay Huge Dividend**

*For more than 35 years OSLAD has remained one of the most popular and successful programs the State has administered. This is due in large part to the significant return the State of Illinois gets for its investment. In fact, because local communities must provide at least half of the funding for OSLAD projects the State is guaranteed a 100% return or "twice the bang for its buck?"*

### ***In addition, OSLAD:***

- Creates jobs*
- Stimulates the economy*
- Reduces health care costs*
- Reduces crime*
- Mitigates flooding*
- Improves air quality*
- Improves water quality*

The District has received several OSLAD grants in past years including Village Green, Lake Ellyn Park, Ackerman Park, Newton Park, and Lake Foxcroft.

Based on Boards direction and community interest, the District will compile an application and submit by the deadline of September 30, 2022, on behalf of the Lake Foxcroft project. The application will be formulated to include elements consistent with the Referendum Master Plan – path improvements, shelter, adult exercise, waterless restroom, and shoreline improvements. Most likely, the District will seek out the maximum matching amount of \$400,000. This is an excellent means to supplement/subsidize the project. While it is a competitive process and there is no guarantee, the Lake Foxcroft project has many redeeming qualities including, a public process, funding, and a wide variety of recreational and environmental elements.

As part of the grant requirement, the Glen Ellyn Park District must approve a “Resolution of Authorization” including affirming that the Park District has the necessary funds for the project and that the Park District must comply with the conditions, terms, and regulations of the OSLAD program should the District be fortunate to be selected as a grant recipient. The Resolution is attached. This by no means commits the District to the project should we successfully receive the grant and choose not to move forward with the project.

**Recommendation**

Staff recommends that the Park Board of Commissioners pass the Resolution which is a requirement of the OSLAD grant application.

**Motion**

I make the motion to approve the attached "Resolution of Authorization" specific to the OSLAD grant application for improvements to Lake Foxcroft.

RESOLUTION #22-04

RESOLUTION of the Board of Commissioners of the Glen Ellyn Park District authorizing submission of an OSLAD Grant Application

\* \*

WHEREAS, the Glen Ellyn Park District, DuPage County, Illinois (the “District”), is a duly organized and existing Park District created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of The Park District Code of the State of Illinois, 70 ILCS 1205/1-1 *et seq.*, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, *as amended*;

WHEREAS, the Glen Ellyn Park District will hold a public meeting with the discussion directly to the improvement of Lake Foxcroft.

WHEREAS, the Glen Ellyn Park District has engaged the services of Hitchcock Design Group to assist in the preparation and presentation of an OSLAD Grant;

WHEREAS, the Board of Commissioners has determined that it has one hundred percent (100%) of the funds necessary to complete the contemplated pending OSLAD project within a time frame specified for project execution through the use of non-referendum bonds issued at any time on and after the date of this Resolution and to close on or after 2 years post grant award.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE GLEN ELLYN PARK DISTRICT, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The recitals are incorporated herein as express provisions of this Resolution.

SECTION 2: The Executive Director of the Park District is directed and authorized to prepare and submit an OSLAD Grant Application for the improvement of Lake Foxcroft.

SECTION 3: The Executive Director is authorized to utilize consultants and attorneys, on a priority basis for the preparation and presentation of the Application.

SECTION 4: The Board of Commissioners has determined that it has one hundred percent (100%) of the funds necessary (includes cash and value of donated land) to complete the

pending OSLAD project within the time frames specified herein for project execution, *and* that failure to adhere to the specified project time frame or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition Projects: The Board of Commissioners understands that the local project sponsor has nine (9) months following project approval to acquire the subject property and ten (10) months to submit a final reimbursement billing request to the IDNR.

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



ADOPTED this 3rd day of August, 2021

AYES \_\_\_\_\_

NAYE \_\_\_\_\_

ABSENT:  
\_\_\_\_\_

\_\_\_\_\_  
**Alex Durham**  
President of the Board of Commissioners of  
the **GLEN ELLYN PARK DISTRICT**,  
DuPage County, Illinois

ATTEST:  
  
\_\_\_\_\_

**Dave Harris**  
Interim Secretary of the Board of Commissioners of  
The **GLEN ELLYN PARK DISTRICT**, DuPage  
County, Illinois