

BOARD REPORT

June 2026

GLENCOE PARK DISTRICT

GLENCOE PARK DISTRICT
REGULAR BOARD MEETING
Tuesday, June 16, 2026 | 7:00pm at Takiff Center

Consistent with Illinois Compiled Statutes 5 ILCS 120/1 through 120/6 requirements (Open Meetings Act). Notices of this meeting were posted. Meeting Location: Takiff Center, 999 Green Bay Rd, Glencoe, IL 60022

A G E N D A

I. Call to Order
II. Roll Call
III. Consent Agenda Items
  A. Minutes of the May 19, 2026, Regular Board Meeting
  B. Minutes of the June 2, 2026, Committee of the Whole Meeting
  C. Approval of the Bills
  D. Approval of West Park Fencing Change Order and Installation
IV. Matters from the Public
V. Presentation of the 2026 Gold Medal Award Finalist Video
VI. Financial Report
VII. Executive Director's Report
VIII. Action Items
  A. Approval of Bid for Glencoe Beach Project
IX. Other Business
X. Executive Session
  Personnel – 5ILCS 120/2(c)(1) - The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.
XI. Adjournment

The Glencoe Park District is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are asked to contact the Park District at 847-835-3030. Executive Director email: lsheppard@glencoeparkdistrict.com

Key rules governing participation
All comments will be limited to three (3) minutes per person and
no longer than 30 minutes for all comments.

III. Consent Agenda Items

Section 2.06(b) of the Open Meetings Act allows a public entity to approve minutes either within 30 days after the relevant meeting OR at the public body's second subsequent regular meeting, whichever is LATER. For consistency, all minutes will be approved at the subsequent Regular Board Meeting.

Items on the Consent Agenda are representative of routine actions by the Board of Park Commissioners or staff. Members of the Board of Park Commissioners are invited and encouraged to call the Executive Director prior to the meeting with any questions about consent agenda items.

The Board President asks for a motion to adopt the consent agenda items. However, if any member of the Board wishes to discuss any item on the consent agenda, for ***any*** reason whatsoever, they may ask that the item be removed from the consent agenda and the President will change the agenda per the request.

The Executive Director recommends approval of the consent agenda.

Glencoe Park District
June 2026 Board Meeting

III. Consent Agenda Items

Minutes of May 19, 2026, Regular Board Meeting, Minutes of June 2, 2026, Committee of the Whole Meeting, Approval of the Bills, and Approval of the West Park Fencing Change Order and Installation

Glencoe Park District
June 2026 Board Meeting

DRAFT

MINUTES OF MAY 19, 2026 REGULAR BOARD MEETING
GLENCOE PARK DISTRICT
999 GREEN BAY ROAD, GLENCOE, ILLINOIS 60022

The meeting was called to order at 6:00pm and roll was called.

Commissioners present:
Michael Covey, President
Jacki Avitia-Guzman, Treasurer
Meg Cummins, Commissioner
Gary Hazan, Commissioner

Staff present:
Lisa Sheppard, Executive Director/Secretary
Kyle Kuhs, Director of Parks and Planning
John Cutrera, Director of Finance and HR

Members of the public in attendance who signed in or spoke: Jim Carper, Larry Deb, and Jeff Shapack.

Consent Agenda: A motion was made by Commissioner Hazan to approve the consent agenda items as presented including Minutes of the April 21, 2026 Regular Board Meeting, Minutes of May 5, 2026 Regular Committee Meeting, Approval of the Bills, Approval of Friends Park Design Services with Upland Design Ltd., Approval to Waive Competitive Bidding Process for the Purchase of 1 Ford F-250 and 1 Ford Transit in a not to exceed amount, Approval of the Purchase of a Bobcat L65 Loader for Atlas Bobcat under Sourcewell Contract, and Approval for Staff and Commissioners to Attend NRPA Conference. Commissioner Guzman seconded the motion. No discussion ensued. Roll call vote taken:

AYES: Covey, Guzman, Hazan, Cummins
NAYS: None
ABSENT: Reifman
Motion passed.

Matters from the Public: Jim Carper, Larry Deb, and Jeff Shepeck signed and spoke.

Jim Carper, a Glencoe resident, expressed concern about the Park District's management of invasive plants, specifically the spread of dandelions throughout park properties. He requested the District address the issue through earlier mowing schedules or the addition of alternative pollinator-friendly plantings to improve park aesthetics and reduce the spread of weeds into neighboring properties.

Larry Deb, a resident living near West School, commented on the ongoing parking modifications near the school and park area. He questioned whether the proposed parking changes would meaningfully improve safety or capacity and suggested an alternative design that he believes would provide additional parking, safer child drop-off access, and improved traffic circulation without relying on neighboring driveways for vehicle turnarounds. Mr. Deb also acknowledged the Park District's past improvements

to facilities and thanked the Board for its service and consideration of community concerns.

Jeff Shapack, a Glencoe resident, spoke about public safety, traffic congestion, parking, and operational issues at Glencoe Beach and Lakefront Park. He said beach operations are placing increasing pressure on nearby residents and Village resources due to traffic, pedestrian safety concerns, and enforcement needs. He urged the Park District to consider additional staffing, security, traffic controls, and other operational measures, potentially funded by higher beach access fees, and stressed the need for accountability given recent taxpayer-funded improvements to the beach and park.

Election of President and Vice-President: Executive Director Sheppard, as Board Secretary, opened nominations for President of the Board. Commissioner Hazan nominated Michael Covey and Commissioner Avitia-Guzman seconded the nomination. Executive Director Sheppard opened nominations for Vice President of the Board. Commissioner Cummins nominated Nicole Reifman and Commissioner Hazan seconded the nomination. Roll call vote taken:

AYES: Covey, Hazan, Avitia-Guzman, Cummins
NAYS: None
ABSENT: Reifman
Motion passed.

Appointment of Officers and Representatives: President Covey listed those appointed for approval as Officers and Representatives. Jackie Avitia-Guzman as Treasurer; Derke Price of Ancel Glink, as Attorney and Ethics Officer; Lisa M. Sheppard, Executive Director as Secretary to the Board; Gary Hazan as representative to the Glencoe Plan Commission; and Lisa Sheppard and Erika Doroghazi as Freedom of Information Act Officers and Lisa Sheppard as NSSRA Liaison/Glencoe Park District Representative. Commissioner Avitia-Guzman motioned for approval and Commissioner Hazan seconded the motion. No discussion ensued. Roll call vote taken:

AYES: Covey, Hazan, Avitia-Guzman, Cummins
NAYS: None
ABSENT: Reifman
Motion passed.

Board Advisory Group Chair Appointments: President Covey moved to appoint Commissioner Nicole Reifman as chair of the Glencoe Beach and Lakefront Advisory Committee and Commissioner Michael Covey as chair of the Early Childhood Advisory Group. Commissioner Hazan motioned to approve and Commissioner Cummins seconded the motion. No discussion ensued. Roll call vote taken:

AYES: Covey, Hazan, Avitia-Guzman, Cummins
NAYS: None
ABSENT: Reifman
Motion passed.

Financial Report: The District is two months into the year. There was no report in addition to the information provided in the meeting packet, and there were no questions.

Executive Report: There was no verbal report in addition to the information provided in the meeting packet, and there were no questions.

Other Business: Greenhouse Ribbon Cutting at Shelton Park.

Executive Session: There was no reason to enter into Closed Session.

Adjourn: Commissioner Cummins moved to adjourn the meeting at 6:31pm. Commissioner Guzman seconded the motion, which passed by unanimous voice vote.

Respectfully submitted,

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Lisa M. Sheppard
Secretary

DRAFT

MINUTES OF JUNE 2, 2026 COMMITTEE OF THE WHOLE MEETING
GLENCOE PARK DISTRICT
999 GREEN BAY ROAD, GLENCOE, ILLINOIS 60022

The meeting was called to order at 7:00pm and roll was called.

Committee members present:	Staff present:
Michael Covey, President	Lisa Sheppard, Executive Director and Secretary
Nicole Reifman, Vice President	Kyle Kuhs, Director of Parks and Planning
Jackie Guzman, Treasurer	John Cutrera, Director of Finance and HR
Megan Cummins, Commissioner	Bobby Collins, Deputy Dir./Dir. of Rec & Facilities
Gary Hazan, Commissioner	

Members of the Public in attendance who signed in or spoke: None

Matters from the Public: None

Discussion on Bids for Glencoe Beach Project: Director Kuhs provided a detailed memo to the Board and staff with summary information on the bids received for the Glencoe Beach Improvement project. Bids were received from two contractors. Schaefges Brothers was identified as the lower bidder with a base bid of approximately $3.93 million and a total projected project cost of $4.43 million, including owner-purchased items, design costs, and proposed alternates. The bids exceeded the original estimated construction budget by approximately $806,000 (22%), mainly due to unforeseen structural requirements associated with the trellis replacement and broader economic conditions increasing labor and material costs.

Staff explained that although this budget is higher, projected savings from the Maintenance Center/Ballfield project, surplus design funds, and interest earnings from referendum bond proceeds would help offset the overage. Based on current projections, sufficient funding remains within the referendum fund (Fund 68) to complete the remaining referendum projects, including the future stair renovation, ramp resurfacing, and retaining wall tuck pointing. Staff recommended proceeding with the project.

Board members engaged in a detailed discussion regarding the project's budget overage, the limited number of bids received, and the potential impact on future referendum-funded projects. Members expressed concern about the magnitude of the cost increase and emphasized the importance of maintaining adequate reserves for the planned stair and retaining wall improvements. Staff provided additional context regarding the favorable bid results and contingencies on the Maintenance Facility project, the additional interest income earned on referendum funds, and the market conditions contributing to higher construction costs. Board members noted that while the overage was significant, the project remains financially feasible due to savings and surpluses realized elsewhere within the referendum projects. The Board also discussed potential value-engineering options

and whether any project elements should be reduced; however, members acknowledged the importance of delivering the improvements that were presented to and supported by the community. Following the discussion, the Board reached consensus to advance the project for Board consideration at the June Board meeting. Commissioner Guzman will meet with staff to review additional information ahead of voting.

Discussion on Change Order for West Park: Fence Along Property Line: Director Kuhs introduced information for a proposed change order of adding a fence to the West Park project. The project change would install a new 6-foot privacy fence along Dundee Road in partnership with School District 35. Staff explained that the fence would replace the existing school fence and extend along the property line, providing additional privacy while maintaining pedestrian access through an opening near the ballfield. The proposed cost of the change order is $37,389, which will be shared equally between the Park District and the School District. Staff noted that a second slightly higher proposal was obtained and was priced similarly, supporting the competitiveness of the contractor's pricing. Board members discussed pedestrian access and potential neighborhood impacts and were informed that nearby residents had responded favorably to the fence concept during previous project discussions. The Board expressed support for the improvement and reached consensus to place the change order on the consent agenda for Board approval.

Discussion on Takiff Lighting Control Bids: Director Kuhs informed the Board that no bids were received for the Takiff Lighting Control project. The project, which has a budget of $150,000, includes replacement of controls for the common area and parking lot lighting systems. Staff indicated that the limited response was likely due to the specialized nature of the work and current market conditions. Staff also know of at least two interested contractors who did not receive the bid documents due to spam-filter issues. Staff plan to rebid the project within the next six weeks and will broaden outreach efforts to attract additional bidders. The work can be completed while the facility remains open, so the project does not need to occur during the annual shutdown period.

Discussion on Sponsorships and Donations: Executive Director Sheppard brought discussion on the District's philosophy on sponsorships and donations back to the Board after discussing briefly at a previous board meeting. Board and staff discussed the District's current approach to donations, naming rights, and sponsorship opportunities. Staff reviewed the District's longstanding practice of securing donations through naming rights and recognition opportunities tied to capital assets, noting successful examples such as the Weinberg Family Recreation Center, Duke Park improvements, and other facility enhancements. Staff also outlined the District's limited use of event sponsorships and highlighted examples from neighboring communities that utilize advertising and sponsorship signage more extensively.

Board members expressed support for continuing the current approach, emphasizing the importance of maintaining the community's aesthetic character and avoiding widespread commercial advertising on District properties. Discussion included potential future naming opportunities associated with beach improvements, the greenhouse, and other selective assets. Board members agreed that naming rights and donor recognition remain appropriate fundraising tools, while broader advertising or sponsorship programs would require careful consideration. The Board reached consensus to continue the existing

donation and sponsorship strategy and encouraged staff to bring future naming-rights opportunities to the Board for review and consideration.

Other Business:

West Park Project Parking: The Board reviewed a proposed modification to the West Park Project parking plan in response to neighborhood feedback regarding traffic circulation and driveway conflicts on Cherry Tree Lane. Staff explained that the original design, which included angled parking, had been developed following community input and discussions with the Village and public safety officials to improve parking and circulation. After meeting with nearby residents, staff and Village engineers evaluated alternatives and recommended converting the parking layout to 90-degree perpendicular spaces and adding a drop-off lane at the west end of Willow Tree Lane. Staff reported that all but one of the residents who requested reevaluation of parking supported the revised plan, and Village engineers approved this plan. Board members discussed the advantages and disadvantages of angled versus 90-degree perpendicular parking, reviewed the proposed layout, and noted that the revised design would reduce the need for drivers to turn around in residential driveways while providing greater flexibility for traffic circulation. The Board expressed support for the revised plan and directed staff to proceed with the 90-degree perpendicular parking configuration and drop-off lane.

Purchasing of Park District Property: The Board discussed the request from a neighboring property owner to purchase a small triangular parcel of Park District-owned land located across from the Takiff Center entrance. Staff explained that similar requests have been made in the past and were previously denied by the Board. While the parcel currently has no recreational use, staff noted that it may have future strategic value related to traffic circulation, access improvements, or other enhancements at the Takiff Center. The requesting homeowner also cited buckthorn removal as a reason for the request; however, staff indicated that vegetation management could be addressed independently of any property sale and that another neighbor adjacent to that property was not in favor of buckthorn removal. Staff reviewed the legal process required to sell Park District property and noted that any sale would involve additional costs and court approval. Following discussion, Committee members expressed no interest in selling the parcel and supported retaining the property for potential future use.

Potential Task Force: Board and staff discussed the idea of creating a joint Park District–Village task force to study beach and lakefront parking issues following continued community concerns and public feedback. Staff explained that the task force would be modeled after the successful Dog Park Task Force and would include representatives from the Park District, Village, and residents from across Glencoe. The group would review data collected throughout the summer, discuss parking and access challenges, and develop non-binding recommendations for consideration by both boards. Commissioners expressed support for the concept, discussing that it would provide a more productive forum for community dialogue, education, and consensus-building than traditional public meetings. Members emphasized the importance of clear expectations, broad community representation, and transparent communication regarding the task force's advisory role. Staff will continue working with Village officials to develop the structure, application

process, and scope of the task force, with a goal of beginning the process in the fall and completing recommendations prior to the 2027 beach season.

Executive Session: NA

Adjourn: Commissioner Reifman moved to adjourn the meeting at 8:50pm. Commissioner Cummins seconded the motion, which passed by unanimous voice vote.

Respectfully submitted,

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Lisa M. Sheppard
Secretary

Glencoe Park District

Voucher List of Bills
By Vendor DBA

Payment Dates 5/1/2026 - 5/31/2026

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
Vendor DBA: 12512 -					
A Ghazarian-Hardy	05/06/2026	APA000629	25-26-000-5403	Week of the Young Child	280.00
				Vendor DBA 12512 - A Ghazarian-Hardy Total:	**280.00**
Vendor DBA: 000-27-0008 -					
Abby Bilsky	05/14/2026	APA000666	25-00-000-2580	Refund: Finish Strong	495.00
				Vendor DBA 000-27-0008 - Abby Bilsky Total:	**495.00**
Vendor DBA: 10098 -					
AFLAC	05/11/2026	21638	10-00-000-2170	Supplemental Aflac Coverage	158.06
				Vendor DBA 10098 - AFLAC Total:	**158.06**
Vendor DBA: 10864 -					
All About Childcare Health Ltd.	05/14/2026	APA000667	25-26-000-5387	Nurse Visit -	100.00
				Vendor DBA 10864 - All About Childcare Health Ltd. Total:	**100.00**
Vendor DBA: 11912 -					
Altorfer Industries Inc.	05/07/2026	21635	65-00-026-5507	Tow Behind Lift	55,145.00
				Vendor DBA 11912 - Altorfer Industries Inc. Total:	**55,145.00**
Vendor DBA: 10056 -					
Amazing Minds 2	05/26/2026	APA000717	25-25-635-5300	Amazing Minds - Spring 26 Contractual Payment	1,008.42
				Vendor DBA 10056 - Amazing Minds 2 Total:	**1,008.42**
Vendor DBA: 10946 -					
Amazon Capital Services	05/05/2026	DFT0002814	25-25-951-5400	Halfway House - Supplies	39.58
Amazon Capital Services	05/05/2026	DFT0002814	65-00-026-5501	Asurion 3 year warranty for laptops	283.98
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5403	Amazon - Nature Play supplies	68.14
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5401	DB- CC Ink & Pie Closet Supplies	88.28
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5460	DB- CC Ink & Pie Closet Supplies	204.84
Amazon Capital Services	05/05/2026	DFT0002814	25-25-812-5400	DB- Dino Cars, Thermometer, EC Office Supplies	79.32
Amazon Capital Services	05/05/2026	DFT0002814	25-25-813-5400	DB- Dino Cars, Thermometer, EC Office Supplies	79.33
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5386	DB- Dino Cars, Thermometer, EC Office Supplies	79.33
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5401	DB- Dino Cars, Thermometer, EC Office Supplies	53.49
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5430	DB- Dino Cars, Thermometer, EC Office Supplies	23.99
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5580	Nugget and White board for infant room	283.65
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5420	Picture Frame for Conference Room	11.89
Amazon Capital Services	05/05/2026	DFT0002814	10-11-000-5342	Board meeting Resolution Plaque	34.19
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5351	radios for parks	323.18
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5490	Greenhouse Bird Collision Clings	49.93
Amazon Capital Services	05/05/2026	DFT0002814	25-25-404-5400	Teacher Appreciation Decorations	71.98
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5401	Computer Supply	154.71
Amazon Capital Services	05/05/2026	DFT0002814	68-00-000-5514	Fan controller for greenhouse	51.26
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5430	Safety Bag replacement items and bins	120.65

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5496	ballfield maintenance equipment	224.87
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5420	Batteries	56.98
Amazon Capital Services	05/05/2026	DFT0002814	25-25-951-5400	Earth Day Supplies	119.88
Amazon Capital Services	05/05/2026	DFT0002814	25-25-812-5400	DB- Camp Supplies	72.69
Amazon Capital Services	05/05/2026	DFT0002814	25-25-813-5400	DB- Camp Supplies	72.68
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5490	Greenhouse Cart	143.47
Amazon Capital Services	05/05/2026	DFT0002814	25-25-951-5400	Halfway House - Supplies	251.76
Amazon Capital Services	05/05/2026	DFT0002814	25-25-908-5400	Sound Supply	31.89
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5581	Door sweep for GYS	49.98
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5496	Baseball Bases	497.76
Amazon Capital Services	05/05/2026	DFT0002814	25-25-412-5400	DB- Bowls (CC) Glitter Paper (NNC)	19.98
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5460	DB- Bowls (CC) Glitter Paper (NNC)	49.64
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5403	Amazon - Supplies for Nature Play	88.29
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5403	Amazon - Nature Play Supplies	95.17
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5490	Greenhouse Seeds	49.99
Amazon Capital Services	05/05/2026	DFT0002814	10-13-000-5430	Ice Packs	199.00
Amazon Capital Services	05/05/2026	DFT0002814	10-14-000-5430	Ice Packs	600.00
Amazon Capital Services	05/05/2026	DFT0002814	10-15-000-5430	Ice Packs	200.00
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5430	Ice Packs	800.00
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5401	Desk drawer organizer	22.56
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5360	signage	3.79
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5451	Door Sweep for Berlin Bathroom	49.98
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5420	Laptop Mouse (Kitchen)	8.99
Amazon Capital Services	05/05/2026	DFT0002814	25-25-951-5400	Halfway House - Decor	137.00
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5484	Backup batteries for emergency lights	411.60
Amazon Capital Services	05/05/2026	DFT0002814	10-11-000-5420	Coffee	52.31
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5490	Greenhouse Supplies	110.64
Amazon Capital Services	05/05/2026	DFT0002814	25-25-951-5400	Earth Day Event Supplies	104.26
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5401	Label Maker	222.69
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5496	baseball base cleanout tools	119.94
Amazon Capital Services	05/05/2026	DFT0002814	25-00-000-5486	Water Filters	75.99
Amazon Capital Services	05/05/2026	DFT0002814	25-26-000-5430	DB- AMAZON CREDIT	-23.99
Amazon Capital Services	05/05/2026	DFT0002814	65-00-026-5501	Two laptops for seasonal Beach Kiosk	1,651.94
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5497	playground maintenance tools	64.00
Amazon Capital Services	05/05/2026	DFT0002814	10-12-000-5486	irrigation supplies for kalk/veterens	37.98
Amazon Capital Services	05/14/2026	DFT0002832	25-25-315-5400	Adult Ceramics Supplies	24.54
Amazon Capital Services	05/14/2026	DFT0002832	25-25-601-5400	Kids Club Games and Crafts	85.64
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5403	Nature Play	61.08
Amazon Capital Services	05/14/2026	DFT0002832	25-25-659-5400	Mixed Media Supplies	14.99
Amazon Capital Services	05/14/2026	DFT0002832	25-25-910-5400	4th of July Bins	84.87
Amazon Capital Services	05/14/2026	DFT0002832	25-25-801-5400	Sun Fun Supplies	21.66
Amazon Capital Services	05/14/2026	DFT0002832	25-25-803-5400	Kinder Korner Supplies	16.24
Amazon Capital Services	05/14/2026	DFT0002832	25-25-810-5400	Camp Adventure Supplies	16.24
Amazon Capital Services	05/14/2026	DFT0002832	25-25-833-5400	Action Quest Binders and Labels	27.29
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5403	Rack to hold trays in Jellyfish	35.99
Amazon Capital Services	05/14/2026	DFT0002832	25-25-951-5400	Halfway - Soft Goods - Food	50.36
Amazon Capital Services	05/14/2026	DFT0002832	25-25-801-5400	Sun Fun Supplies	252.43
Amazon Capital Services	05/14/2026	DFT0002832	25-25-803-5400	Kinder Korner Supplies	189.32
Amazon Capital Services	05/14/2026	DFT0002832	25-25-810-5400	Camp Adventure Supplies	189.32
Amazon Capital Services	05/14/2026	DFT0002832	25-25-910-5400	4th of July Sensory Bins Supplies	14.21
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5403	Refund: STEAM Lab Labels	-7.00
Amazon Capital Services	05/14/2026	DFT0002832	25-00-000-5360	nametags	6.92

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5403	Bins for the STEAM Lab	220.01
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5386	June 2026 items	215.41
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5580	Frogs Buggy Replaced	1,900.00
Amazon Capital Services	05/14/2026	DFT0002832	25-00-000-5420	Composting Bags	86.40
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5386	KNO June 2026	45.48
Amazon Capital Services	05/14/2026	DFT0002832	25-25-615-5400	Ceramics Kiln Room Supplies	29.78
Amazon Capital Services	05/14/2026	DFT0002832	25-25-315-5400	Adult Ceramics Supplies	60.98
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5403	Refund: STEAM Lab Labels	-6.99
Amazon Capital Services	05/14/2026	DFT0002832	25-27-000-5412	Laundry Detergent	239.97
Amazon Capital Services	05/14/2026	DFT0002832	25-25-951-5400	Clipboards	37.95
Amazon Capital Services	05/14/2026	DFT0002832	25-25-951-5400	Clipboards	-37.95
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5386	Graduation	138.15
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5403	Nature Play	35.98
Amazon Capital Services	05/14/2026	DFT0002832	25-25-658-5400	Art Explorers Supplies	22.92
Amazon Capital Services	05/14/2026	DFT0002832	10-12-000-5584	Tee Ball Bases	82.74
Amazon Capital Services	05/14/2026	DFT0002832	10-12-000-5584	Tee-Ball Bases	41.46
Amazon Capital Services	05/14/2026	DFT0002832	25-25-812-5400	Office, 4th of July, & Summer Camp Supplies	10.25
Amazon Capital Services	05/14/2026	DFT0002832	25-25-813-5400	Office, 4th of July, & Summer Camp Supplies	10.25
Amazon Capital Services	05/14/2026	DFT0002832	25-25-910-5400	Office, 4th of July, & Summer Camp Supplies	242.64
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5386	Office, 4th of July, & Summer Camp Supplies	10.26
Amazon Capital Services	05/14/2026	DFT0002832	25-26-000-5401	Office, 4th of July, & Summer Camp Supplies	26.20
Amazon Capital Services	05/21/2026	DFT0002836	25-00-000-5420	Power Jackery(s) for Recreation Team Use	916.00
Amazon Capital Services	05/21/2026	DFT0002836	25-25-956-5400	Greenhouse - Beverage Supplies	43.65
Amazon Capital Services	05/21/2026	DFT0002836	25-25-928-5400	Outdoor Movie Blue Ray Copies	95.96
Amazon Capital Services	05/21/2026	DFT0002836	25-26-000-5403	Amazon-brown bags for CC move up date	86.99
Amazon Capital Services	05/21/2026	DFT0002836	10-12-000-5420	Forks dish soap and wipes	46.27
Amazon Capital Services	05/21/2026	DFT0002836	25-25-404-5400	Teacher Appreciation supplies	88.67
Amazon Capital Services	05/21/2026	DFT0002836	25-26-000-5401	Labels for the STEAM Lab	8.27
Amazon Capital Services	05/21/2026	DFT0002836	25-00-000-5484	Electrical Supplies	27.16
Amazon Capital Services	05/21/2026	DFT0002836	25-26-000-5401	Amazon -CC office supplies - Hooks and Labels	26.36
Amazon Capital Services	05/21/2026	DFT0002836	25-26-000-5460	Amazon -CC Kitchen Item- Sandwich Maker	9.31
Amazon Capital Services	05/21/2026	DFT0002836	10-12-000-5486	water key for plumbing	113.59
Amazon Capital Services	05/21/2026	DFT0002836	25-25-911-5400	Beach Campout Blue Ray	54.80
Amazon Capital Services	05/21/2026	DFT0002836	10-12-000-5490	Greenhouse Supplies	262.45
Amazon Capital Services	05/21/2026	DFT0002836	10-12-000-5490	water bags for trees	72.62
Amazon Capital Services	05/21/2026	DFT0002836	68-00-000-5514	Humidity and Temperature Conrtolled switch	79.98
Amazon Capital Services	05/21/2026	DFT0002836	10-11-000-5401	pens, keyboard, step stool and foot rest	112.70
Amazon Capital Services	05/21/2026	DFT0002836	10-11-000-5420	Brushes for breakroom	19.99
Amazon Capital Services	05/21/2026	DFT0002836	10-12-000-5490	Greenhouse Supplies	26.97
Amazon Capital Services	05/21/2026	DFT0002836	25-25-910-5400	DB- CC office, pie closet, 4th of july supplies	58.96
Amazon Capital Services	05/21/2026	DFT0002836	25-26-000-5401	DB- CC office, pie closet, 4th of july supplies	28.78
Amazon Capital Services	05/21/2026	DFT0002836	25-26-000-5403	DB- CC office, pie closet, 4th of july supplies	111.05
Amazon Capital Services	05/21/2026	DFT0002836	25-26-000-5430	DB- CC office, pie closet, 4th of july supplies	14.22

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
Amazon Capital Services	05/21/2026	DFT0002836	25-26-000-5460	DB- CC office, pie closet, 4th of july supplies	56.06
				Vendor DBA 10946 - Amazon Capital Services Total:	**15,632.23**
Vendor DBA: 10147 -					
American Outfitters Ltd.	05/06/2026	APA000630	10-12-000-5421	hats for parks	420.00
American Outfitters Ltd.	05/26/2026	APA000718	10-11-000-5342	Board and Director Apparel	1,203.00
American Outfitters Ltd.	05/26/2026	APA000718	25-00-000-5422	Takiff Maint Staff Shirts	513.50
				Vendor DBA 10147 - American Outfitters Ltd. Total:	**2,136.50**
Vendor DBA: 11965 -					
Amy Garber	05/14/2026	APA000668	25-25-785-5300	April 2026 - Amy Garber	921.00
				Vendor DBA 11965 - Amy Garber Total:	**921.00**
Vendor DBA: 10050 -					
Ancel Glink P.C.	05/06/2026	APA000631	10-11-000-5310	Legal Services 3/1-3/31/26	2,520.00
				Vendor DBA 10050 - Ancel Glink P.C. Total:	**2,520.00**
Vendor DBA: 000-27-0003 -					
Ann Cole	05/06/2026	APA000632	25-00-000-2580	Refund: Adult Improv Canceled Class	33.00
				Vendor DBA 000-27-0003 - Ann Cole Total:	**33.00**
Vendor DBA: 10455 -					
AT&T	05/06/2026	APA000633	25-00-000-5210	Takiff backup Internet - 4/6-5/5/26	219.39
AT&T	05/26/2026	APA000721	25-00-000-5210	Takiff Backup Internet - 5/6-6/5/2026	209.40
				Vendor DBA 10455 - AT&T Total:	**428.79**
Vendor DBA: 10163 -					
Atlas Bobcat LLC	05/14/2026	APA000669	10-12-000-5351	rock bucket for skid steer	2,570.00
Atlas Bobcat LLC	05/14/2026	APA000669	10-12-000-5351	New ball drag trailer	4,999.00
				Vendor DBA 10163 - Atlas Bobcat LLC Total:	**7,569.00**
Vendor DBA: 12367 - Beacon Athletics LLC					
Beacon Athletics LLC	05/26/2026	APA000744	69-00-000-5506	West Player Benches	4,101.59
Beacon Athletics LLC	05/26/2026	APA000744	68-00-000-5515	Takiff Player Benches	4,185.00
				Vendor DBA 12367 - Beacon Athletics LLC Total:	**8,286.59**
Vendor DBA: 12516 - Best Buy Business Advantage Account					
Best Buy Business Advantage ...	05/07/2026	21636	65-00-026-5501	Rugged computer for boat house	2,581.31
				Vendor DBA 12516 - Best Buy Business Advantage Account Total:	**2,581.31**
Vendor DBA: 11786 -					
Big Audio Inc.	05/06/2026	APA000634	25-25-910-5300	Live Sound	3,393.34
				Vendor DBA 11786 - Big Audio Inc. Total:	**3,393.34**
Vendor DBA: 10179 -					
Blick Art Materials	05/06/2026	APA000635	25-25-658-5400	Mixed Media and Youth Painting Supplies- Spring	59.99
Blick Art Materials	05/06/2026	APA000635	25-25-659-5400	Mixed Media and Youth Painting Supplies- Spring	59.98
Blick Art Materials	05/14/2026	APA000670	25-25-315-5400	Ceramics Wax for Adults and Kids	31.00
Blick Art Materials	05/14/2026	APA000670	25-25-615-5400	Ceramics Wax for Adults and Kids	31.07
Blick Art Materials	05/14/2026	APA000670	25-25-658-5400	Youth Painting Supplies	26.94
				Vendor DBA 10179 - Blick Art Materials Total:	**208.98**
Vendor DBA: 7996 -					
C.J. Smith	05/26/2026	21645	25-25-404-5400	Teacher Appreciation	107.43
C.J. Smith	05/26/2026	21645	25-25-812-5400	Summer Camp Water Day Materials	31.32
C.J. Smith	05/26/2026	21645	25-25-813-5400	Summer Camp Water Day Materials	31.32

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
C.J. Smith	05/26/2026	21645	25-26-000-5386	Summer Camp Water Day Materials	31.33
				Vendor DBA 7996 - C.J. Smith Total:	**201.40**
Vendor DBA: 7405 -					
Cari Resis	05/14/2026	21640	25-25-601-5400	Kids Club Supplies- Cari Reimbursement	48.84
				Vendor DBA 7405 - Cari Resis Total:	**48.84**
Vendor DBA: 11291 - Chess Scholars					
Chess Scholars	05/26/2026	APA000730	25-25-629-5300	Chess Scholars - Spring 26 Contractual Payment	3,403.40
				Vendor DBA 11291 - Chess Scholars Total:	**3,403.40**
Vendor DBA: 11472 - Chi Connect					
Chi Connect	05/14/2026	APA000706	25-25-785-5300	April 2026 - Silvia Strazzarino	211.13
				Vendor DBA 11472 - Chi Connect Total:	**211.13**
Vendor DBA: 10552 -					
Chicago Tribune Media Group	05/14/2026	APA000671	10-11-000-5311	Public Notices	663.00
				Vendor DBA 10552 - Chicago Tribune Media Group Total:	**663.00**
Vendor DBA: 11799 -					
Clesen Wholesale	05/14/2026	APA000672	10-12-000-5490	Spring Flowers	4,007.00
				Vendor DBA 11799 - Clesen Wholesale Total:	**4,007.00**
Vendor DBA: 12349 - Code Advantage					
Code Advantage	05/26/2026	APA000722	25-25-650-5300	Code Adv - Spring 26 Contractual Payment	3,465.00
Code Advantage	05/26/2026	APA000722	25-25-650-5401	Code Adv - Spring 26 Contractual Payment	735.00
				Vendor DBA 12349 - Code Advantage Total:	**4,200.00**
Vendor DBA: 12178 -					
Comcast	05/14/2026	APA000673	10-14-000-5210	Beach - Fiber Line Apr/May 2026	1,070.00
Comcast	05/14/2026	APA000673	25-00-000-5210	Takiff- Fiber Line Apr/Ma…	1,745.20
				Vendor DBA 12178 - Comcast Total:	**2,815.20**
Vendor DBA: 10208 -					
Commonwealth Edison	05/06/2026	APA000636	10-12-000-5230	370 Green Bay Rd Electricity	31.59
Commonwealth Edison	05/14/2026	APA000674	10-12-000-5230	Duke Electrciity April 2026	45.20
Commonwealth Edison	05/14/2026	APA000674	10-12-000-5230	Friends Park Electrical April 2026	59.62
Commonwealth Edison	05/14/2026	APA000674	10-12-000-5230	Maintenance Building April 2026	82.15
Commonwealth Edison	05/26/2026	APA000723	10-12-000-5230	Takiff Ballfield Electrical 3/18 to 4/17 2026	45.31
				Vendor DBA 10208 - Commonwealth Edison Total:	**263.87**
Vendor DBA: 10210 -					
Conserv FS	05/06/2026	APA000637	10-12-000-5493	custom blend parks grass seed	4,995.00
Conserv FS	05/26/2026	APA000724	10-12-000-5493	grass seed and fertilizer	1,127.69
				Vendor DBA 10210 - Conserv FS Total:	**6,122.69**
Vendor DBA: 12152 - Constellation Newenergy - Gas Division LLC					
Constellation Newenergy - Gas..	05/06/2026	APA000638	10-13-000-5220	Weinberg Gas	164.06
Constellation Newenergy - Gas..	05/06/2026	APA000638	25-00-000-5220	Takiff Gas	1,915.12
Constellation Newenergy - Gas..	05/26/2026	APA000725	10-13-000-5220	Weinberg Gas	74.71
Constellation Newenergy - Gas..	05/26/2026	APA000725	25-00-000-5220	Takiff Gas	1,335.38
				Vendor DBA 12152 - Constellation Newenergy - Gas Division LLC Total:	**3,489.27**
Vendor DBA: 10215 -					
Craftwood Lumber Company	05/06/2026	APA000639	10-12-000-5481	cedar for tree donation plaques	155.95
Craftwood Lumber Company	05/26/2026	APA000726	10-14-000-5481	sun shelter 5 roof supplies	177.21
				Vendor DBA 10215 - Craftwood Lumber Company Total:	**333.16**

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
Vendor DBA: 11777 -					
DeFranco Plumbing Inc.	05/14/2026	APA000675	10-13-000-5352	Relocation of Water Heater	3,850.00
				Vendor DBA 11777 - DeFranco Plumbing Inc. Total:	**3,850.00**
Vendor DBA: 11219 -					
Direct Fitness Solutions LLC	05/26/2026	APA000727	25-27-000-5351	Fitness Center Equipment Repairs	1,461.67
				Vendor DBA 11219 - Direct Fitness Solutions LLC Total:	**1,461.67**
Vendor DBA: 11734 - Elena Victoria LLC					
Elena Victoria LLC	05/26/2026	APA000728	25-25-660-5300	Elena Victoria - Spring 26 Contractual Payment	917.00
Elena Victoria LLC	05/26/2026	APA000728	25-25-660-5401	Elena Victoria - Spring 26 Contractual Payment	500.00
				Vendor DBA 11734 - Elena Victoria LLC Total:	**1,417.00**
Vendor DBA: 12533 - Elite Chimney LLC					
Elite Chimney LLC	05/26/2026	APA000735	45-00-000-5587	Deposit: PO # 12050	3,925.00
				Vendor DBA 12533 - Elite Chimney LLC Total:	**3,925.00**
Vendor DBA: 000-27-0013 -					
Erika Block	05/26/2026	APA000729	25-00-000-2580	Refund: Beach Camp Week 9	1,096.00
				Vendor DBA 000-27-0013 - Erika Block Total:	**1,096.00**
Vendor DBA: 11645 -					
Facilities Management eXpres...	05/14/2026	APA000676	10-12-000-5344	FMX 2026 License	5,721.43
				Vendor DBA 11645 - Facilities Management eXpress LLC Total:	**5,721.43**
Vendor DBA: 10405 -					
First Student Inc.	05/26/2026	APA000731	25-25-606-5300	School Day Off Field Trip 4.24.26	332.50
				Vendor DBA 10405 - First Student Inc. Total:	**332.50**
Vendor DBA: 10069 -					
Fleck's Landscaping	05/14/2026	APA000677	10-12-000-5349	Contractual Landscaping April 2026	10,613.00
				Vendor DBA 10069 - Fleck's Landscaping Total:	**10,613.00**
Vendor DBA: 10361 -					
Glencoe Junior High Project	05/06/2026	APA000640	25-00-000-5740	GJHP Stipend	5,000.00
				Vendor DBA 10361 - Glencoe Junior High Project Total:	**5,000.00**
Vendor DBA: 10076 -					
Glencoe Junior Kindergarten	05/06/2026	APA000641	25-25-471-5300	Payment #1	11,771.25
Glencoe Junior Kindergarten	05/06/2026	APA000641	25-25-472-5300	Payment #1	49,092.50
Glencoe Junior Kindergarten	05/06/2026	APA000641	25-25-473-5300	Payment #1	48,271.25
Glencoe Junior Kindergarten	05/06/2026	APA000641	25-25-474-5300	Payment #1	112,219.25
Glencoe Junior Kindergarten	05/06/2026	APA000641	25-25-476-5300	Payment #1	5,767.00
				Vendor DBA 10076 - Glencoe Junior Kindergarten Total:	**227,121.25**
Vendor DBA: 12518 -					
Glencoe Public Library	05/14/2026	APA000678	25-25-951-5300	Ocean Adventures Performance split	300.00
				Vendor DBA 12518 - Glencoe Public Library Total:	**300.00**
Vendor DBA: 10364 -					
Glencoe Youth Services	05/06/2026	APA000642	25-00-000-5740	GYS Stipend	5,000.00
				Vendor DBA 10364 - Glencoe Youth Services Total:	**5,000.00**
Vendor DBA: 10367 -					
Goodmark Nurseries LLC	05/14/2026	APA000679	10-12-000-5490	spring tree order	5,828.50
				Vendor DBA 10367 - Goodmark Nurseries LLC Total:	**5,828.50**
Vendor DBA: 000-27-0005 -					
Grace Nurre	05/14/2026	APA000680	25-00-000-2580	Refund: Game On - Weeks 2,3,4	1,030.00
				Vendor DBA 000-27-0005 - Grace Nurre Total:	**1,030.00**
Vendor DBA: 10370 -					
Grainger Inc.	05/06/2026	APA000643	68-00-000-5514	Greenhouse Fans	810.12

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
Grainger Inc.	05/06/2026	APA000643	10-12-000-5352	Replacement Hand dryer for Berlin Bathroom	497.42
Grainger Inc.	05/06/2026	APA000643	10-14-000-5486	Toilet Flushers for Beach House	181.26
Grainger Inc.	05/06/2026	APA000643	10-12-000-5585	ELC parking barricades	649.69
Grainger Inc.	05/06/2026	APA000643	68-00-000-5515	takiff ballfield storage bin	1,427.66
Grainger Inc.	05/14/2026	APA000681	10-15-000-5420	Carabiners for boats	108.36
Grainger Inc.	05/14/2026	APA000681	25-00-000-5484	Light for Front Lot	335.81
Grainger Inc.	05/26/2026	APA000732	10-12-000-5585	Takiff Speed Bumps	3,103.47
Grainger Inc.	05/26/2026	APA000732	25-00-000-5352	Replace EC Light Bollards	3,313.56
Grainger Inc.	05/26/2026	APA000732	25-00-000-5451	Water Fountain Repair Parts	32.50
Grainger Inc.	05/26/2026	APA000732	10-12-000-5481	Door Hardware	815.91
Grainger Inc.	05/26/2026	APA000732	10-12-000-5481	parts for signs/mounting hardware	407.00
				Vendor DBA 10370 - Grainger Inc. Total:	**11,682.76**
Vendor DBA: 11282 -					
Hacienda Landscaping	05/06/2026	APA000644	69-00-000-5518	Milton Final Pay App	10,504.80
				Vendor DBA 11282 - Hacienda Landscaping Total:	**10,504.80**
Vendor DBA: 10068 -					
Hot Shots Sports	05/14/2026	APA000682	25-25-446-5300	Hot Shots School Day Off - 4/6 & 4/24/26	644.00
Hot Shots Sports	05/14/2026	APA000682	25-25-746-5300	Hot Shots School Day Off - 4/6 & 4/24/26	616.00
				Vendor DBA 10068 - Hot Shots Sports Total:	**1,260.00**
Vendor DBA: 11736 -					
HSA Bank a divison of Webster..	05/01/2026	DFT0002805	10-00-000-2176	HSA Bank	1,660.42
HSA Bank a divison of Webster..	05/15/2026	DFT0002818	10-00-000-2176	HSA Bank	1,660.42
				Vendor DBA 11736 - HSA Bank a divison of Webster Bank N.A. Total:	**3,320.84**
Vendor DBA: 12206 - iCook After School					
iCook After School	05/14/2026	APA000683	25-25-648-5300	iCook School Day Off - 4.24.26	1,192.10
iCook After School	05/26/2026	APA000733	25-25-648-5300	iCook - Spring 26 Contractual Payment	5,545.40
				Vendor DBA 12206 - iCook After School Total:	**6,737.50**
Vendor DBA: 10100 -					
IL Dept of Revenue	05/01/2026	DFT0002809	10-00-000-2110	IL State Tax W/H	9,321.31
IL Dept of Revenue	05/11/2026	DFT0002827	10-00-000-2110	IL State WH 5/1/2026 - D. Bayer	7.28
IL Dept of Revenue	05/15/2026	DFT0002822	10-00-000-2110	IL State Tax W/H	9,526.70
IL Dept of Revenue	05/29/2026	DFT0002840	10-00-000-2110	IL State Tax W/H	10,475.21
				Vendor DBA 10100 - IL Dept of Revenue Total:	**29,330.50**
Vendor DBA: 10477 -					
Illinois Department of Agricult...	05/14/2026	21641	10-12-000-5344	Alan Pesticide Applicators Liscense	180.00
Illinois Department of Agricult...	05/14/2026	21643	10-12-000-5344	Alan Operators License	150.00
				Vendor DBA 10477 - Illinois Department of Agriculture Total:	**330.00**
Vendor DBA: 10101 -					
Illinois Municipal Retirement ...	05/11/2026	DFT0002824	10-00-000-2150	IMRF - April 2026	45,835.29
Illinois Municipal Retirement ...	05/11/2026	DFT0002824	10-00-000-2155	IMRF - April 2026	7,012.07
				Vendor DBA 10101 - Illinois Municipal Retirement Fund Total:	**52,847.36**
Vendor DBA: 10106 -					
IRS/Dept of Treasury	05/01/2026	DFT0002807	10-00-000-2120	Social Security W/H	25,759.48
IRS/Dept of Treasury	05/01/2026	DFT0002808	10-00-000-2130	Medicare	6,024.36
IRS/Dept of Treasury	05/01/2026	DFT0002810	10-00-000-2100	Fed Income Tax W/H	16,099.92
IRS/Dept of Treasury	05/11/2026	DFT0002826	10-00-000-2120	SS 5/1/2026 - D. Bayer	19.10
IRS/Dept of Treasury	05/11/2026	DFT0002826	10-00-000-2130	MED 5/1/2026 - D. Bayer	4.46
IRS/Dept of Treasury	05/15/2026	DFT0002820	10-00-000-2120	Social Security W/H	26,272.50
IRS/Dept of Treasury	05/15/2026	DFT0002821	10-00-000-2130	Medicare	6,144.22
IRS/Dept of Treasury	05/15/2026	DFT0002823	10-00-000-2100	Fed Income Tax W/H	16,559.38
IRS/Dept of Treasury	05/29/2026	DFT0002838	10-00-000-2120	Social Security W/H	28,917.28

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
IRS/Dept of Treasury	05/29/2026	DFT0002839	10-00-000-2130	Medicare	6,762.94
IRS/Dept of Treasury	05/29/2026	DFT0002841	10-00-000-2100	Fed Income Tax W/H	16,683.60
				Vendor DBA 10106 - IRS/Dept of Treasury Total:	**149,247.24**
Vendor DBA: 000-27-0014 -					
Jonathan Corum	05/26/2026	APA000734	25-00-000-2580	Refund: AQ Week 2	660.00
				Vendor DBA 000-27-0014 - Jonathan Corum Total:	**660.00**
Vendor DBA: 11632 - Jonathan Knipping Physical Therapy and Wellness LLC					
Jonathan Knipping Physical Th...	05/14/2026	APA000684	25-25-786-5300	April 2026 - Jonathan Knipping	487.50
				Vendor DBA 11632 - Jonathan Knipping Physical Therapy and Wellness LLC Total:	**487.50**
Vendor DBA: 10089 -					
Julie Kaplan	05/14/2026	APA000685	25-25-785-5300	April 2026 - Julie Kaplan	644.25
Julie Kaplan	05/14/2026	APA000685	25-25-786-5300	April 2026 - Julie Kaplan	49.50
				Vendor DBA 10089 - Julie Kaplan Total:	**693.75**
Vendor DBA: 000-27-0004 -					
Kerry DeWitt	05/14/2026	APA000686	25-00-000-2580	Refund: SF & CA Camps	1,631.50
				Vendor DBA 000-27-0004 - Kerry DeWitt Total:	**1,631.50**
Vendor DBA: 10404 -					
Konica Minolta Business Solut...	05/06/2026	APA000645	10-11-000-5355	Admin copier monthly invoice 3/1-3/31/2026	127.56
Konica Minolta Business Solut...	05/06/2026	APA000645	25-00-000-5355	Knuckle copier monthly invoice 3/1-3/31/2026	223.00
Konica Minolta Business Solut...	05/26/2026	APA000736	25-00-000-5355	Knuckle copier maintenance agreement	223.00
Konica Minolta Business Solut...	05/26/2026	APA000736	10-11-000-5355	Admin. copier maintenance agreement	196.71
				Vendor DBA 10404 - Konica Minolta Business Solutions USA Inc. Total:	**770.27**
Vendor DBA: 12519 -					
Kramer Tree Specialist Inc.	05/14/2026	APA000687	10-12-000-5585	tree transplants- shelton, OGB, and raving bluffs	2,720.00
Kramer Tree Specialist Inc.	05/26/2026	APA000737	69-00-000-5506	tree transplants at west	1,900.00
				Vendor DBA 12519 - Kramer Tree Specialist Inc. Total:	**4,620.00**
Vendor DBA: 12539 -					
Kunes Country Ford of Antioch	05/20/2026	21644	65-00-026-5502	PO# 12052 - 15 Passenger Van Purchase	72,428.63
				Vendor DBA 12539 - Kunes Country Ford of Antioch Total:	**72,428.63**
Vendor DBA: 12208 -					
L6 Technology Inc.	05/06/2026	APA000646	10-11-000-5340	Know Be4 cyber training	810.00
L6 Technology Inc.	05/06/2026	APA000646	10-12-000-5210	VOIP - 5/29-6/28/26	21.50
L6 Technology Inc.	05/06/2026	APA000646	10-13-000-5210	VOIP - 5/29-6/28/26	117.00
L6 Technology Inc.	05/06/2026	APA000646	10-14-000-5210	VOIP - 5/29-6/28/26	91.50
L6 Technology Inc.	05/06/2026	APA000646	25-00-000-5210	VOIP - 5/29-6/28/26	1,285.50
L6 Technology Inc.	05/14/2026	APA000688	10-11-000-5355	Printer Support Service - May 2026	72.00
L6 Technology Inc.	05/26/2026	APA000738	10-11-000-5355	Managed IT Services - 5/21/26-6/20/26	7,200.00
				Vendor DBA 12208 - L6 Technology Inc. Total:	**9,597.50**
Vendor DBA: 12166 - LaForce LLC					
LaForce LLC	05/14/2026	APA000689	45-00-000-5587	Additional door hardware/cylinder replacements	3,104.20
				Vendor DBA 12166 - LaForce LLC Total:	**3,104.20**
Vendor DBA: 11200 - Lakeshore Recycling Systems LLC					
Lakeshore Recycling Systems L...	05/06/2026	APA000649	10-13-000-5353	Weinberg Garbage/Recycle	690.80
Lakeshore Recycling Systems L...	05/06/2026	APA000649	10-12-000-5353	Maintenance Garbage/Recycle	651.87
Lakeshore Recycling Systems L...	05/06/2026	APA000649	25-00-000-5353	Takiff Garbage/Recycle	839.98
				Vendor DBA 11200 - Lakeshore Recycling Systems LLC Total:	**2,182.65**

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
Vendor DBA: 11730 -					
Landscape Forms Inc.	05/26/2026	APA000739	10-12-000-5585	Parts for bench at weinberg	2,220.00
				Vendor DBA 11730 - Landscape Forms Inc. Total:	**2,220.00**
Vendor DBA: 10075 -					
Lauterbach & Amen LLP	05/06/2026	APA000647	55-00-000-5330	Professional Services - 2026 audit progress bill	12,400.00
				Vendor DBA 10075 - Lauterbach & Amen LLP Total:	**12,400.00**
Vendor DBA: 11909 -					
LifeSport Management Inc	05/26/2026	APA000740	25-25-770-5300	2026 Spring Lifesport Classes	8,258.25
LifeSport Management Inc	05/26/2026	APA000740	25-25-775-5300	2026 Spring Lifesport Classes	5,257.00
LifeSport Management Inc	05/26/2026	APA000740	25-25-791-5300	2026 Spring Lifesport Classes	1,184.40
LifeSport Management Inc	05/26/2026	APA000740	25-25-794-5300	2026 Spring Lifesport Classes	472.50
				Vendor DBA 11909 - LifeSport Management Inc Total:	**15,172.15**
Vendor DBA: 11852 -					
Mad Science of Northern Illino...	05/14/2026	APA000690	25-25-801-5300	Deposit for Mad Science Special Event with Camp	200.00
Mad Science of Northern Illino...	05/14/2026	APA000690	25-25-803-5300	Deposit for Mad Science Special Event with Camp	100.00
Mad Science of Northern Illino...	05/14/2026	APA000690	25-25-810-5300	Deposit for Mad Science Special Event with Camp	100.00
Mad Science of Northern Illino...	05/26/2026	APA000741	25-25-617-5300	Mad Science - Spring 26 Contractual Payment	2,425.50
				Vendor DBA 11852 - Mad Science of Northern Illinois Total:	**2,825.50**
Vendor DBA: 000-27-0009 -					
Monica Avram	05/14/2026	APA000691	25-00-000-2580	Refund: Finish Strong	1,495.00
				Vendor DBA 000-27-0009 - Monica Avram Total:	**1,495.00**
Vendor DBA: 11319 -					
Monica McCarthy O'Connor	05/14/2026	APA000692	25-25-785-5300	April 2026 - Monica O'Connor	354.38
Monica McCarthy O'Connor	05/14/2026	APA000692	25-25-786-5300	April 2026 - Monica O'Connor	16.50
				Vendor DBA 11319 - Monica McCarthy O'Connor Total:	**370.88**
Vendor DBA: 10213 -					
Mutual Ace Hardware	05/06/2026	APA000650	25-26-000-5580	general parks supplies	44.15
				Vendor DBA 10213 - Mutual Ace Hardware Total:	**44.15**
Vendor DBA: 000-27-0011 -					
Natalie Tarantur	05/14/2026	APA000693	25-00-000-2580	Refund: Transfer to Total Sports Camp	1,400.00
				Vendor DBA 000-27-0011 - Natalie Tarantur Total:	**1,400.00**
Vendor DBA: 11926 -					
National Benefit Services LLC	05/11/2026	DFT0002825	10-11-000-5313	FSA Fees	75.00
National Benefit Services LLC	05/11/2026	DFT0002828	10-00-000-2174	FSA Funding	632.74
National Benefit Services LLC	05/11/2026	DFT0002829	10-00-000-1200	FSA Funding	-632.74
				Vendor DBA 11926 - National Benefit Services LLC Total:	**75.00**
Vendor DBA: 11436 - National Center for Safety Initiatives LLC					
National Center for Safety Init...	05/14/2026	APA000707	45-00-000-5335	Background Checks	684.50
				Vendor DBA 11436 - National Center for Safety Initiatives LLC Total:	**684.50**
Vendor DBA: 10224 -					
North Shore Gas Company	05/06/2026	APA000651	10-13-000-5220	Weinberg Natural Gas	226.10
North Shore Gas Company	05/06/2026	APA000651	25-00-000-5220	Takiff Natural Gas	1,336.16
North Shore Gas Company	05/06/2026	APA000651	10-12-000-5220	North Shore Gas Late Fee	0.99
North Shore Gas Company	05/14/2026	APA000694	10-14-000-5220	Beach House Natural Gas	52.18
				Vendor DBA 10224 - North Shore Gas Company Total:	**1,615.43**
Vendor DBA: 12071 -					
Novovino Wine Company	05/14/2026	APA000695	25-25-956-5400	Greenhouse Opening - Wine	233.91
				Vendor DBA 12071 - Novovino Wine Company Total:	**233.91**
Vendor DBA: 000-27-0010 -					
Olga Kalantarov Hautin	05/14/2026	21642	25-00-000-2580	Refund: Summer Camps	1,531.00
				Vendor DBA 000-27-0010 - Olga Kalantarov Hautin Total:	**1,531.00**

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
Vendor DBA: 10235 -					
Otis Elevator Company	05/06/2026	APA000652	25-00-000-5355	Takiff Monthly Maintenance Agreeemnt	608.67
Otis Elevator Company	05/26/2026	APA000745	25-00-000-5355	Takiff Monthly Maintenace	608.67
Otis Elevator Company	05/26/2026	APA000745	25-00-000-5355	Otis Elevator Service Charge	350.00
				Vendor DBA 10235 - Otis Elevator Company Total:	**1,567.34**
Vendor DBA: 10242 -					
PDRMA	05/06/2026	APA000653	10-00-000-1200	Health Insurance - April 2026	21,382.27
PDRMA	05/06/2026	APA000653	10-12-000-5600	Health Insurance - April 2026	14,626.15
PDRMA	05/06/2026	APA000653	10-13-000-5600	Health Insurance - April 2026	370.15
PDRMA	05/06/2026	APA000653	10-14-000-5600	Health Insurance -	370.15
PDRMA	05/06/2026	APA000653	10-15-000-5600	Health Insurance - April 2026	370.15
PDRMA	05/06/2026	APA000653	25-00-000-5600	Health Insurance - April 2026	21,935.84
PDRMA	05/06/2026	APA000653	25-26-000-5600	Health Insurance - April 2026	30,663.52
PDRMA	05/06/2026	APA000653	25-27-000-5600	Health Insurance - April 2026	110.99
				Vendor DBA 10242 - PDRMA Total:	**89,829.22**
Vendor DBA: 10249 - Pioneer Athletics					
Pioneer Athletics	05/14/2026	APA000696	10-12-000-5920	soccer paint	620.63
Pioneer Athletics	05/14/2026	APA000696	10-12-000-5351	Paint Sprayer Repair Parts	110.53
				Vendor DBA 10249 - Pioneer Athletics Total:	**731.16**
Vendor DBA: 10919 -					
Pizzo & Associates Ltd.	05/14/2026	APA000697	10-12-000-5350	Stewardship	1,999.99
				Vendor DBA 10919 - Pizzo & Associates Ltd. Total:	**1,999.99**
Vendor DBA: 10274 - Plan Prepare Do					
Plan Prepare Do	05/26/2026	APA000749	25-25-605-5300	Babysitter Training - May 2, 2026	465.00
Plan Prepare Do	05/26/2026	APA000749	45-00-000-5340	CPR/First Aid Class - 5.17.26	1,140.00
				Vendor DBA 10274 - Plan Prepare Do Total:	**1,605.00**
Vendor DBA: 11808 -					
Play Design Scapes Inc.	05/14/2026	APA000698	69-00-000-5506	West Drinking Fountain	6,960.00
				Vendor DBA 11808 - Play Design Scapes Inc. Total:	**6,960.00**
Vendor DBA: 10517 - Play-Well TEKnologies					
Play-Well TEKnologies	05/14/2026	APA000711	25-25-694-5300	Lego School Day Off - 4.24.26	649.60
Play-Well TEKnologies	05/26/2026	APA000756	25-25-694-5300	Playwell - Spring 26 Contractual Payment	2,165.80
				Vendor DBA 10517 - Play-Well TEKnologies Total:	**2,815.40**
Vendor DBA: 10374 -					
Postmaster Glencoe	05/07/2026	21637	25-00-000-5301	beach postcard postage	675.79
				Vendor DBA 10374 - Postmaster Glencoe Total:	**675.79**
Vendor DBA: 10269 - PremiStar - North					
PremiStar - North	05/06/2026	APA000662	10-13-000-5355	monthly service contract for rink	359.00
				Vendor DBA 10269 - PremiStar - North Total:	**359.00**
Vendor DBA: 10090 -					
Pride Dojo Inc.	05/26/2026	APA000746	25-25-725-5300	2026 Spring Program Payment	3,829.50
				Vendor DBA 10090 - Pride Dojo Inc. Total:	**3,829.50**
Vendor DBA: 12430 - Pulse Fitness					
Pulse Fitness	05/26/2026	APA000719	25-25-613-5300	Spring 2026 Classes	2,457.00
				Vendor DBA 12430 - Pulse Fitness Total:	**2,457.00**
Vendor DBA: 11903 -					
Pyrotecnico Fireworks Inc.	05/14/2026	APA000699	25-25-910-5300	Fireworks Deposit - PO 12021	14,750.00
				Vendor DBA 11903 - Pyrotecnico Fireworks Inc. Total:	**14,750.00**
Vendor DBA: 10375 -					
Record-A-Hit	05/26/2026	APA000747	25-25-910-5300	July 3 Carnival Games and Equipment	1,650.00
				Vendor DBA 10375 - Record-A-Hit Total:	**1,650.00**

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
Vendor DBA: 11486 -					
Red Feather Painting Inc.	05/06/2026	APA000654	10-12-000-5585	Stairs and Halfway House Floor Repairs	4,953.00
				Vendor DBA 11486 - Red Feather Painting Inc. Total:	**4,953.00**
Vendor DBA: 000-27-0006 -					
Renee Richart	05/14/2026	APA000700	25-00-000-2580	Refund: Fitness Membership	25.00
				Vendor DBA 000-27-0006 - Renee Richart Total:	**25.00**
Vendor DBA: 000-27-0007 -					
Rich Silverstein	05/14/2026	APA000701	25-00-000-2580	Refund: Adult Improv 4/14/2026	33.00
				Vendor DBA 000-27-0007 - Rich Silverstein Total:	**33.00**
Vendor DBA: 12532 - Royal Corporation					
Royal Corporation	05/26/2026	APA000760	25-00-000-5412	Cleaning Supplies	335.32
				Vendor DBA 12532 - Royal Corporation Total:	**335.32**
Vendor DBA: 12498 - RVI Planning + Landscape Architecture Inc.					
RVI Planning + Landscape Arch...	05/06/2026	APA000655	69-00-000-5505	West Design March 2026	7,752.50
				Vendor DBA 12498 - RVI Planning + Landscape Architecture Inc. Total:	**7,752.50**
Vendor DBA: 10272 -					
Rydin Decal	05/06/2026	APA000656	10-15-000-5420	2026 Boater Decals	599.42
				Vendor DBA 10272 - Rydin Decal Total:	**599.42**
Vendor DBA: 10654 -					
Sandra K Culver	05/14/2026	APA000702	25-25-785-5300	April 2026	541.88
				Vendor DBA 10654 - Sandra K Culver Total:	**541.88**
Vendor DBA: 10515 - Sarah Hall Theatre Company					
Sarah Hall Theatre Company	05/14/2026	APA000703	25-25-601-5300	Kids Club Enrichments for March	700.00
				Vendor DBA 10515 - Sarah Hall Theatre Company Total:	**700.00**
Vendor DBA: 12235 -					
SavATree LLC	05/26/2026	APA000750	10-12-000-5590	Stump Grinding West Park	330.00
				Vendor DBA 12235 - SavATree LLC Total:	**330.00**
Vendor DBA: 10277 -					
Service Sanitation Inc.	05/14/2026	APA000704	10-12-000-5353	May Porta Potty Service	735.00
Service Sanitation Inc.	05/26/2026	APA000751	25-25-951-5300	Halfway - Restroom	175.00
				Vendor DBA 10277 - Service Sanitation Inc. Total:	**910.00**
Vendor DBA: 10279 -					
Sherwin-Williams Company	05/06/2026	APA000657	10-15-000-5481	Boa House Paint	309.70
Sherwin-Williams Company	05/06/2026	APA000657	10-15-000-5481	Boat House Paint	244.75
Sherwin-Williams Company	05/06/2026	APA000657	10-15-000-5481	Boat House Paint	65.95
				Vendor DBA 10279 - Sherwin-Williams Company Total:	**620.40**
Vendor DBA: 12163 - Signarama Northbrook					
Signarama Northbrook	05/26/2026	APA000743	25-00-000-5360	wall graphic	298.31
Signarama Northbrook	05/26/2026	APA000743	10-12-000-5585	greenhouse decals	155.29
				Vendor DBA 12163 - Signarama Northbrook Total:	**453.60**
Vendor DBA: 11609 - Soccer Shots North Shore Chicago					
Soccer Shots North Shore Chic...	05/26/2026	APA000720	25-25-706-5300	2026 Spring Classes	1,134.00
				Vendor DBA 11609 - Soccer Shots North Shore Chicago Total:	**1,134.00**
Vendor DBA: 12014 - Spartan Athletic Co.					
Spartan Athletic Co.	05/14/2026	APA000705	10-12-000-5584	Pickle Ball Net Replacments	3,353.86
				Vendor DBA 12014 - Spartan Athletic Co. Total:	**3,353.86**
Vendor DBA: 11906 - Staples Contract & Commercial LLC					
Staples Contract & Commercia...	05/14/2026	APA000708	25-00-000-5401	Copy paper	211.92
				Vendor DBA 11906 - Staples Contract & Commercial LLC Total:	**211.92**
Vendor DBA: 10108 -					
State Disbursement Unit	05/11/2026	21639	10-00-000-2190	A Perry,FIPS#1703100/2017D009 0954,355-78-3181	153.29

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
State Disbursement Unit	05/11/2026	21639	10-00-000-2190	O Murillo,FIPS#1709700/18-D0001072	271.84
State Disbursement Unit	05/26/2026	21646	10-00-000-2190	A Perry,FIPS#1703100/2017D0090954,355-78-3181	153.29
State Disbursement Unit	05/26/2026	21646	10-00-000-2190	O Murillo,FIPS#1709700/18-D0001072	271.84
				Vendor DBA 10108 - State Disbursement Unit Total:	**850.26**
Vendor DBA: 10753 -					
Sunbelt Rentals Inc.	05/06/2026	APA000658	10-12-000-5370	floor scrubber for pickleball	1,224.17
Sunbelt Rentals Inc.	05/26/2026	APA000752	10-12-000-5370	evaporative fan for greenhouse	448.58
				Vendor DBA 10753 - Sunbelt Rentals Inc. Total:	**1,672.75**
Vendor DBA: 11698 -					
Susan Salidor	05/06/2026	APA000659	25-26-000-5386	DB- Music with Ms. Susan	1,750.00
				Vendor DBA 11698 - Susan Salidor Total:	**1,750.00**
Vendor DBA: 11414 -					
Sysco Chicago Inc.	05/06/2026	APA000660	25-26-000-5409	Sysco- food supplies for CC snacks	940.56
Sysco Chicago Inc.	05/14/2026	APA000709	25-26-000-5409	Sysco- food for CC snacks	102.85
Sysco Chicago Inc.	05/26/2026	APA000753	25-26-000-5409	Sysco- CC food for snacks	925.17
Sysco Chicago Inc.	05/26/2026	APA000753	25-26-000-5409	Sysco- Waffles food for CC snacks	103.85
				Vendor DBA 11414 - Sysco Chicago Inc. Total:	**2,072.43**
Vendor DBA: 12317 - Taiga Gymnastics LLC					
Taiga Gymnastics LLC	05/26/2026	APA000742	25-25-788-5300	2026 Spring Programming	882.00
				Vendor DBA 12317 - Taiga Gymnastics LLC Total:	**882.00**
Vendor DBA: 11741 -					
Taste For Kids Inc.	05/06/2026	APA000661	25-26-000-5409	Taste for Kids - March 2026 Lunches for CC	9,999.00
Taste For Kids Inc.	05/26/2026	APA000754	25-26-000-5409	Taste for Kids- April 2026 CC Lunches	9,544.50
				Vendor DBA 11741 - Taste For Kids Inc. Total:	**19,543.50**
Vendor DBA: 12479 - Testa Produce					
Testa Produce	05/06/2026	APA000664	25-26-000-5409	Testa Produce- milk and CC Snacks	373.30
Testa Produce	05/06/2026	APA000664	25-26-000-5409	Testa Produce- Milk and Snacks for CC	304.25
Testa Produce	05/14/2026	APA000712	25-26-000-5409	Testa Produce - milk and food for snacks	323.00
Testa Produce	05/14/2026	APA000712	25-26-000-5409	Testa Produce- milk and snacks for CC	380.60
Testa Produce	05/26/2026	APA000757	25-26-000-5409	Testa Produce-CC milk and snacks	474.05
				Vendor DBA 12479 - Testa Produce Total:	**1,855.20**
Vendor DBA: 10209 -					
The Mulch Center	05/14/2026	APA000710	10-12-000-5493	soil/dirt for restoration and planting beds	424.20
				Vendor DBA 10209 - The Mulch Center Total:	**424.20**
Vendor DBA: 10803 -					
The Sign Palace Inc	05/26/2026	APA000755	10-12-000-5585	Greenhouse Sign	1,750.00
				Vendor DBA 10803 - The Sign Palace Inc Total:	**1,750.00**
Vendor DBA: 12514 - Tunes With Tim					
Tunes With Tim	05/06/2026	APA000663	25-25-908-5300	Tots N Tunes at Duke	650.00
				Vendor DBA 12514 - Tunes With Tim Total:	**650.00**
Vendor DBA: 10705 -					
UMB Bank NA	05/14/2026	DFT0002831	40-00-000-5010	Bond Interest Payment - 2025 Bonds	330,034.38

Vendor DBA	Payment Date	Payment Number	Account Number	Description (Item)	Amount
UMB Bank NA	05/14/2026	DFT0002831	40-00-000-5010	Bond Interest Payment - 2020 Bonds	33,950.00
				Vendor DBA 10705 - UMB Bank NA Total:	**363,984.38**
Vendor DBA: 12158 -					
Upland Design Ltd	05/26/2026	APA000758	68-00-000-5507	Beach Design April 2026	3,034.91
				Vendor DBA 12158 - Upland Design Ltd Total:	**3,034.91**
Vendor DBA: 12168 - Vanguard Cleaning Systems of Chicago					
Vanguard Cleaning Systems of...	05/26/2026	APA000748	10-13-000-5355	Weinberg Custodial May	80.50
Vanguard Cleaning Systems of...	05/26/2026	APA000748	10-13-000-5354	Janitorial Services -	133.00
Vanguard Cleaning Systems of...	05/26/2026	APA000748	25-00-000-5412	Janitorial Services -	23.50
				Vendor DBA 12168 - Vanguard Cleaning Systems of Chicago Total:	**237.00**
Vendor DBA: 10099 -					
Vantagepoint Trf Agents-457	05/01/2026	DFT0002806	10-00-000-2140	ICMA - A/C#301403	2,334.62
Vantagepoint Trf Agents-457	05/15/2026	DFT0002819	10-00-000-2140	ICMA - A/C#301403	2,334.62
Vantagepoint Trf Agents-457	05/29/2026	DFT0002837	10-00-000-2140	ICMA - A/C#301403	2,334.62
				Vendor DBA 10099 - Vantagepoint Trf Agents-457 Total:	**7,003.86**
Vendor DBA: 10457 -					
Village of Glencoe	05/14/2026	APA000714	10-12-000-5240	731 Vernon Ave W&S	34.45
Village of Glencoe	05/14/2026	APA000713	10-12-000-5220	Fuel and Fleet maintenance	1,035.22
Village of Glencoe	05/14/2026	APA000713	10-12-000-5452	Fuel and Fleet maintenance	4,883.88
Village of Glencoe	05/14/2026	APA000713	25-00-000-5360	Inside Glencoe Summer 2026	735.39
				Vendor DBA 10457 - Village of Glencoe Total:	**6,688.94**
Vendor DBA: 000-27-0012 -					
Vlada Korol	05/26/2026	APA000759	25-00-000-2580	Refund: Transfer to Koala 2nd 4 weeks	708.00
				Vendor DBA 000-27-0012 - Vlada Korol Total:	**708.00**
Vendor DBA: 10700 -					
Warehouse Direct Workplace ...	05/14/2026	APA000715	25-00-000-5412	Janitorial Supplies	3,643.89
Warehouse Direct Workplace ...	05/14/2026	APA000715	25-00-000-5412	Custodial Supplies	154.28
				Vendor DBA 10700 - Warehouse Direct Workplace Solutions Total:	**3,798.17**
Vendor DBA: 11085 - West Marine Products Inc.					
West Marine Products Inc.	05/06/2026	APA000648	10-15-000-5351	boat parts	138.71
West Marine Products Inc.	05/06/2026	APA000648	10-15-000-5351	boat parts	14.92
West Marine Products Inc.	05/06/2026	APA000648	10-15-000-5351	boat parts	29.67
				Vendor DBA 11085 - West Marine Products Inc. Total:	**183.30**
Vendor DBA: 11102 -					
Wight & Company	05/06/2026	APA000665	68-00-000-5505	Maintenance and Ballfield Apr 2026	626,195.34
Wight & Company	05/26/2026	APA000761	68-00-000-5504	Maintenance Design April 2026	27,095.48
Wight & Company	05/26/2026	APA000761	68-00-000-5501	Greenhouse Design Final Billing	3,000.00
Wight & Company	05/26/2026	APA000761	68-00-000-5507	Beach Design April 2026	11,625.00
Wight & Company	05/26/2026	APA000761	65-00-025-5502	Takiff Lighting Design April 2026	1,591.00
Wight & Company	05/26/2026	APA000761	68-00-000-5505	Additional Pay App for march/April	115,020.00
				Vendor DBA 11102 - Wight & Company Total:	**784,526.82**
Vendor DBA: 12499 -					
WT Group AEC LLC	05/14/2026	APA000716	30-00-000-5590	ADA Transition Plan Update	7,246.08
				Vendor DBA 12499 - WT Group AEC LLC Total:	**7,246.08**
				Grand Total:	**2,160,902.15**

Report Summary

Fund Summary

Fund	Payment Amount
10 - CORPORATE FUND	379,237.18
25 - RECREATION FUND	431,755.31
30 - SPECIAL RECREATION FUND	7,246.08
40 - BOND & INTEREST FUND	363,984.38
45 - LIABILITY INSURANCE FUND	8,853.70
55 - AUDIT FUND	12,400.00
65 - CAPITAL PROJECTS FUND	133,681.86
68 - MASTER PLAN CAPITAL-2025 BOND PROCEEDS	792,524.75
69 - MASTER PLAN CAPITAL PROJECTS	31,218.89
Grand Total:	**2,160,902.15**

Account Summary

Account Number	Account Name	Payment Amount
10-00-000-1200	ACCOUNTS RECEIVABLE	20,749.53
10-00-000-2100	FEDERAL WITHOLDING	49,342.90
10-00-000-2110	IL STATE WITHHOLDING	29,330.50
10-00-000-2120	SOCIAL SECURITY WITH…	80,968.36
10-00-000-2130	MEDICARE WITHOLDING	18,935.98
10-00-000-2140	ICMA DEF COMP WITHO…	7,003.86
10-00-000-2150	IMRF WITHOLDING	45,835.29
10-00-000-2155	IMRF VAC WITHOLDING	7,012.07
10-00-000-2170	AFLAC WITHOLDING	158.06
10-00-000-2174	FSA - CLAIM RESERVE	632.74
10-00-000-2176	HSA WITHHOLDING	3,320.84
10-00-000-2190	GARNISHMENT WITHOL…	850.26
10-11-000-5310	LEGAL SERVICES	2,520.00
10-11-000-5311	LEGAL NOTICES	663.00
10-11-000-5313	EMPLOYEE BENEFITS - A…	75.00
10-11-000-5340	CONFERENCES AND TRA…	810.00
10-11-000-5342	OFFICIALS/MEETING EXP…	1,237.19
10-11-000-5355	MAINTENANCE SERVICE…	7,596.27
10-11-000-5401	SUPPLIES-OFFICE	112.70
10-11-000-5420	SUPPLIES - GENERAL	72.30
10-12-000-5210	TELEPHONE/INTERNET	21.50
10-12-000-5220	FUEL/HEAT	1,036.21
10-12-000-5230	ELECTRICITY	263.87
10-12-000-5240	WATER	34.45
10-12-000-5344	LICENSES	6,051.43
10-12-000-5349	CONTRACTL-HORT/LAN…	10,613.00
10-12-000-5350	MAINTENANCE SERVICES	1,999.99
10-12-000-5351	REPAIRS - EQUIPMENT	8,002.71
10-12-000-5352	REPAIRS - BUILDINGS	497.42
10-12-000-5353	DISPOSAL/PORTOLET SE…	1,386.87
10-12-000-5370	RENTAL - EQUIPMENT	1,672.75
10-12-000-5420	SUPPLIES - GENERAL	46.27
10-12-000-5421	SUPPLIES - UNIFORMS	420.00
10-12-000-5452	SHARED SVCS-FLEET MA…	4,883.88
10-12-000-5481	SUPPLIES-CONSTRUCTI…	1,378.86
10-12-000-5486	SUPPLIES-PLUMBING	151.57
10-12-000-5490	SUPPLIES-PLANTINGS/F…	10,551.57
10-12-000-5493	SUPPLIES-FERTILIZER/SE…	6,546.89
10-12-000-5496	SUPPLIES-ATHLETIC MAI…	842.57
10-12-000-5497	SUPPLIES-PLAYGRD/SUR…	64.00
10-12-000-5581	EQUIPMENT - BLDG/HO…	49.98
10-12-000-5584	EQUIPMENT-RECREATI…	3,478.06
10-12-000-5585	PAVEMENT & SITE DEVE…	15,551.45
10-12-000-5590	TREE TRIM/WORK-Outsi…	330.00

Account Summary

Account Number	Account Name	Payment Amount
10-12-000-5600	HEALTH INSURANCE PR…	14,626.15
10-12-000-5920	EXP-AYSO	620.63
10-13-000-5210	TELEPHONE/INTERNET/…	117.00
10-13-000-5220	FUEL/HEAT	464.87
10-13-000-5352	REPAIRS - BUILDINGS	3,850.00
10-13-000-5353	DISPOSAL/PORTOLET SE…	690.80
10-13-000-5354	CLEANING SERVICE	133.00
10-13-000-5355	MAINTENANCE SERVICE…	439.50
10-13-000-5430	SUPPLIES - FIRST AID	199.00
10-13-000-5600	HEALTH INSURANCE PE…	370.15
10-14-000-5210	TELEPHONE/INTERNET	1,161.50
10-14-000-5220	FUEL/HEAT	52.18
10-14-000-5430	SUPPLIES - FIRST AID	600.00
10-14-000-5481	SUPPLIES-CONSTRUCTI…	177.21
10-14-000-5486	SUPPLIES-PLUMBING	181.26
10-14-000-5600	HEALTH INSURANCE PR…	370.15
10-15-000-5351	REPAIRS - EQUIPMENT	183.30
10-15-000-5420	SUPPLIES - GENERAL	707.78
10-15-000-5430	SUPPLIES - FIRST AID	200.00
10-15-000-5481	SUPPLIES-CONSTRUCTI…	620.40
10-15-000-5600	HEALTH INSURANCE PR…	370.15
25-00-000-2580	BALANCE ON ACCOUNT-…	10,137.50
25-00-000-5210	TELEPHONE/INTERNET	3,459.49
25-00-000-5220	FUEL/HEAT	4,586.66
25-00-000-5301	POSTAGE	675.79
25-00-000-5352	REPAIRS - BUILDINGS	3,313.56
25-00-000-5353	DISPOSAL/PORTOLET SE…	839.98
25-00-000-5355	MAINTENANCE SERVICE…	2,013.34
25-00-000-5360	PRINTING/MARKETING/…	1,044.41
25-00-000-5401	SUPPLIES-OFFICE	611.88
25-00-000-5412	SUPPLIES-CLEANING/CU…	4,156.99
25-00-000-5420	SUPPLIES - GENERAL	1,080.26
25-00-000-5422	SUPPLIES-UNIFORMS, B…	513.50
25-00-000-5430	SUPPLIES - FIRST AID	800.00
25-00-000-5451	SUPPLIES - BUILDING PA…	82.48
25-00-000-5484	SUPPLIES-ELECTRICAL/B…	774.57
25-00-000-5486	SUPPLIES-PLUMBING	75.99
25-00-000-5600	HEALTH INSURANCE PR…	21,935.84
25-00-000-5740	COMMUNITY GRP CONT…	10,000.00
25-25-315-5400	SUPPLIES-ADULT CERAM…	116.52
25-25-404-5400	SUPPLIES-TEACHER APP…	268.08
25-25-412-5400	SUPPLIES-NO NAP CLUB	19.98
25-25-446-5300	CONTRACTL - PRESCHO…	644.00
25-25-471-5300	CONTRACTL-GJK PLAYTI…	11,771.25
25-25-472-5300	CONTRACTL-GJK 2'S	49,092.50
25-25-473-5300	CONTRACTL- GJK 3'S	48,271.25
25-25-474-5300	CONTRACTL-GJK 4'S	112,219.25
25-25-476-5300	CONTRACTL-GJK CAMPS	5,767.00
25-25-601-5300	CONTRACTL-KIDS CLUB …	700.00
25-25-601-5400	SUPPLIES-KIDS CLUB PM	134.48
25-25-605-5300	CONTRACTL-BABYSITTER…	465.00
25-25-606-5300	CONTRACTL - SCHOOL D…	332.50
25-25-613-5300	CONTRACTL--PULSE	2,457.00
25-25-615-5400	SUPPLIES-YOUTH CERAM…	60.85
25-25-617-5300	CONTRACTL-MAD SCIEN…	2,425.50
25-25-629-5300	CONTRACTL-CHESS SCH…	3,403.40
25-25-635-5300	CONTRACTL-AMAZING M…	1,008.42
25-25-648-5300	CONTRACTL-YOUTH CO…	6,737.50

Account Summary

Account Number	Account Name	Payment Amount
25-25-650-5300	CONTRACTL-CODE ADV…	3,465.00
25-25-650-5401	LAPTOP FEE	735.00
25-25-658-5400	SUPPLIES-YOUTH ART	109.85
25-25-659-5400	SUPPLIES-MIXED MEDIA	74.97
25-25-660-5300	CONTRACTL-JEWELRY M…	917.00
25-25-660-5401	MATERIALS FEE	500.00
25-25-694-5300	CONTRACTL-LEGO-PLA…	2,815.40
25-25-706-5300	CONTRACTL-SOCCER SH…	1,134.00
25-25-725-5300	CONTRACTL-KARATE CL…	3,829.50
25-25-746-5300	CONTRACTL-HOT SHOT …	616.00
25-25-770-5300	CONTRACTL-YOUTH TE…	8,258.25
25-25-775-5300	CONTRACTL-ADULT TEN…	5,257.00
25-25-785-5300	CONTRACTL-FITNESS PU…	2,672.64
25-25-786-5300	CONTRACTL-FITNESS DR…	553.50
25-25-788-5300	CONTRACTL-TAIGA GY…	882.00
25-25-791-5300	CONTRACTL-PICKLEBALL	1,184.40
25-25-794-5300	CONTRACTL-YOUTH PIC…	472.50
25-25-801-5300	CONTRACTL-SUN FUN C…	200.00
25-25-801-5400	SUPPLIES-SUN FUN CAMP	274.09
25-25-803-5300	CONTRACTL-KINDER KO…	100.00
25-25-803-5400	SUPPLIES-KINDER KORN…	205.56
25-25-810-5300	CONTRACTL-CAMP ADV…	100.00
25-25-810-5400	SUPPLIES-CAMP ADVEN…	205.56
25-25-812-5400	SUPPLIES-PANDA BEAR …	193.58
25-25-813-5400	SUPPLIES-KOALA BEAR C…	193.58
25-25-833-5400	SUPPLIES-ACTION QUEST	27.29
25-25-908-5300	CONTRACTL-SUMMER F…	650.00
25-25-908-5400	SUPPLIES-SUMMER FREE…	31.89
25-25-910-5300	CONTRACTL-4TH OF JULY	19,793.34
25-25-910-5400	SUPPLIES-4TH OF JULY	400.68
25-25-911-5400	SUPPLIES-BEACH CAMP …	54.80
25-25-928-5400	SUPPLIES-OUTDOOR M…	95.96
25-25-951-5300	CONTRACTL-SPRING SPE…	475.00
25-25-951-5400	SUPPLIES-SPRING SPEC …	702.84
25-25-956-5400	SUPPLIES-GRAND OPENI…	277.56
25-26-000-5386	SERVICES-CHILDREN CIR…	2,269.96
25-26-000-5387	NURSE SERVICES	100.00
25-26-000-5401	SUPPLIES-OFFICE	231.38
25-26-000-5403	CHILDREN CIRCLE PROG…	1,068.71
25-26-000-5409	SUPPLIES-INTERNAL FO…	23,471.13
25-26-000-5430	SUPPLIES - FIRST AID	134.87
25-26-000-5460	SUPPLIES-FOOD EQUIP…	319.85
25-26-000-5580	EQUIPMENT - GENERAL	2,227.80
25-26-000-5600	HEALTH INSURANCE PR…	30,663.52
25-27-000-5351	REPAIRS-EQUIPMENT	1,461.67
25-27-000-5412	SUPPLIES-CLEANING	239.97
25-27-000-5600	HEALTH INSURANCE PR…	110.99
30-00-000-5590	ADA TRANSITION PLAN/…	7,246.08
40-00-000-5010	INTEREST - BONDS	363,984.38
45-00-000-5335	WELLNESS/PRE-PLACEM…	684.50
45-00-000-5340	IN-SERVICE TRAINING	1,140.00
45-00-000-5587	SAFETY/SECURITY EQUIP	7,029.20
55-00-000-5330	AUDIT FEES	12,400.00
65-00-025-5502	TAKIFF LIGHTING CONT…	1,591.00
65-00-026-5501	CONTINGENCY - NETWO…	4,517.23
65-00-026-5502	14 PERSON FORD VAN	72,428.63
65-00-026-5507	TOW BEHIND LIFT	55,145.00
68-00-000-5501	GREENHOUSE-Design Sv…	3,000.00

Account Summary

Account Number	Account Name	Payment Amount
68-00-000-5504	MAINT CENTER/BALLFIE…	27,095.48
68-00-000-5505	MAINT CENTER/BALLFIE…	741,215.34
68-00-000-5507	BEACH PHASE 1/2-Design..	14,659.91
68-00-000-5514	GREENHOUSE-FFE	941.36
68-00-000-5515	MAINT CENTER/BALLFIE…	5,612.66
69-00-000-5505	WEST PARK-Design Svcs	7,752.50
69-00-000-5506	WEST PARK-Construction	12,961.59
69-00-000-5518	MILTON PARK-Construct…	10,504.80
	Grand Total:	**2,160,902.15**

Project Account Summary

Project Account Key		Payment Amount
None		2,160,902.15
	Grand Total:	**2,160,902.15**

Authorization Signatures

To the Board of Commissioners

The payment of the above listed accounts has been approved by the Board of Commissioners at their meeting held on _____ and you are hereby authorized to pay them from the appropriate funds.

Treasurer, Park Board of Commissioners

Secretary/Executive Director

MEMORANDUM

TO: Board of Commissioners
FROM: Lisa Sheppard, Executive Director, and Kyle Kuhs, Director of Parks and Planning
SUBJECT: West Park Fence Installation/Change Order
DATE: June 8, 2026

As discussed at the June 2, 2026, Committee of the Whole meeting, the Board reached consensus to advance a proposed fence installation along the northern boundary of West Park for formal approval. The project would be completed in partnership with District 35, which has agreed to replace its existing fence and share project costs equally.

Staff obtained pricing from Great Lakes Landscaping, the current West Park contractor, in the amount of $37,389, and a comparable proposal from Durabilt for $37,670. Given Great Lakes Landscaping is already mobilized on-site and submitted the lower proposal, staff recommends approval of the change order with Great Lakes Landscaping.

The School District will reimburse the Park District for 50% of the project cost upon completion. Staff will coordinate final fence placement with District 35, with installation anticipated prior to the start of the 2026–27 school year.

Recommended Motion: Acceptance of Great Lakes Landscaping's change order proposal for the installation of a new 6' privacy cedar fence in the amount of $37,389 as presented. The cost of this work is to be split 50/50 with District 35.

Attachments: Great Lakes Landscaping change order proposal, Durabilt proposals, and fencing location map.

MEMORANDUM


Ruler
Line
Path
Polygon
Circle
3D path
3D polygon
Measure the distance between two points on the ground
Map Length:
625.00
Feet
Ground Length:
625.05
Heading:
270.44 degrees
Mouse Navigation
Save
Clear
Hohlfelder Rd
Dundee Rd
West Park
West School
Willow Tree Ln

PROPOSAL

Change Order Proposal #003

GREAT LAKES LANDSCAPE COMPANY
LANDSCAPE CONSTRUCTION

WBE Certified Contractor

Operators Local 150 and Teamster 703 Union Labor

PROPOSAL SUBMITTED TO: Rvi Planning + Landscape Architecture	PHONE:	DATE: May 18, 2026.
STREET: 22 E. Chicago Ave., Suite 200A	JOB NAME: West Park	
CITY, STATE AND ZIP CODE: Naperville, IL 60540	JOB LOCATION: Glencoe, IL	
ATTENTION: Lacey Lawrence		

Great Lakes Landscape Company proposes to provide all necessary labor, tools, equipment and materials for the following:

Item #	Description	Qty.	Unit	Unit Price	Totals
	CHANGE ORDER PROPOSAL #003				
	Base Bid 1				
	Additional Fencing, as requested by park district on 5/6/26				
1	AP Fence Proposal, dated 5/12/26	1	LS	$ 33,000.00	$ 33,000.00
				GENERAL CONTRACTOR MARKUP (10%)	$ 3,300.00
				Sub Total	$ 36,300.00
				GENERAL CONTRACTOR BOND/INSURANCE (3%)	$ 1,089.00
				TOTAL CHANGE ORDER PROPOSAL #003	$ 37,389.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payments will be made as outlined above.

Signed: Signature: Company:

Printed: Date:

Great Lakes Landscape Company

Note: This proposal may be withdrawn by us if not accepted within fifteen (15) days

365 Miles Parkway * Bartlett, IL 60103
Phone (847) 439-3737 * Fax (847) 439-1943

Proposal
AP Fence
26356 W. Ivanhoe Road
Wauconda, IL 60084
847-526-9300

Contact:

Great Lakes Landscape
Alann Peterson
365 Miles Pkwy
Bartlett, IL 60103
(847) 439-3737
alann@grtlakesinc.com

Job Location:

1010 Forest Ave
Glencoe, IL 60022

Estimate Info:

Date: 05/12/2026
Estimate: West Park - Wood Fence
Rep: Kyle Walls
Job #1020

Proposal

Furnish & Install: *625' of 6' High Solid Style Red Cedar Fence on Posts Master Steel Posts.*

- ***Steel Post Master Posts***
  - ***Set in concrete footing***
- ***2" x 4" x 8' Red Cedar Rails***
  - ***3 per sections***
- ***1" x 6" x 6' Red Cedar Dog Ear Boards***
  - ***Fastened with stainless steel ring shank nails***
- ***Removal and Haul away of 210' of existing fence included***
- ***Removal of all spoils included***

Quote Based On:
Quoted price is based on current market costs; Due to current material price increases and availability our quoted price is held for 15 days Full day mobilizations | Spoils spread along fence line or piled on site | Normal site conditions | Standard safety requirements | Standard certificate of insurance | Specifications and quantities above | Fence line established by others | Standard fence line access with digging equipment and concrete truck | Private utilities located by others.
Exclusions: Bonds, permits, licenses, and fees.
Payment terms: Net 30 days upon credit approval.
OWNER MUST OBTAIN ALL PERMITS
Terms & Conditions
By signing this contract, you agree to the following Terms & Conditions .
All materials will meet the above specified requirements. Work will be performed professionally and according to standard industry practices. Any changes to the original plan that result in additional costs will only be carried out with written approval and will be billed as extras beyond the original estimate. Our workers are fully covered by Workers' Compensation Insurance. The customer assumes responsibility for identifying the location of the fence line and any private utilities or features (e.g., sprinklers, electrical lines, gas pipes, etc.). AP Fence will contact J.U.L.I.E. (underground utility locator) to confirm public utilities.

Grand Total $33,000.00

I understand and agree with the enclosed contract.

Customer Name Date

Company Name Date

From: Kyle Kuhs
To: Lacey Lawrence; Alann Petersen
Cc: Kevin Harynek; Mirandi Berger
Subject: RFP/Change Order
Date: Wednesday, May 6, 2026 10:13:53 AM
Attachments: image003.png
image002.png

Lacey/Alann,

We have been approached by the school about replacing their existing fence and extending it the length of the property line. I figured my starting point would be with you all to see what pricing would look like from you all/peerless under a change order. I have provided as much relevant information as I can below. Let me know what you think and/or if we need to have an onsite with peerless.

Existing School Fence:

- Remove and haul away approximately 210 linear feet of existing fence
- Furnish and install approximately 210 linear feet of new 6-foot tall solid wood fence
- Fence specifications:
    - Post Master steel posts
    - (3) 2" x 4" x 8' rails per section
    - 1" x 6" x 6' Western Red Cedar boards
- All posts to be set in concrete
- Remove and haul away excess dirt as needed
- Prevailing wages shall apply

New Fence

- Furnish and install approximately 415 linear feet of new 6-foot tall solid wood fence
- Fence specifications:
    - Post Master steel posts
    - (3) 2" x 4" x 8' rails per section
    - 1" x 6" x 6' Western Red Cedar boards
- All posts to be set in concrete
- Remove and haul away excess dirt as needed
- Prevailing wages shall apply
- Contractor to coordinate all public utility locates (J.U.L.I.E.)

Approximate location of existing to be replaced (red) and new (yellow)

Durabilt Fence
433 Denniston Court
Wheeling, IL 60090
P 847-520-5880 F 847-520-4885
durabiltfence@gmail.com
www.durabiltfence.com

Proposal

Expiration Date:5/11/2026
Quote Date: 5/4/2026

QU2026-00525 | Glencoe park District

Billing Address	Glencoe park District 999 Green Bay Rd Glencoe, IL 60022 ACC2021-02241	Shipping / Location	West Park IL
Point of Contact	Kyle Kuhs Phone: (847) 946-7309 Email: kkuhs@glencoeparkdistrict.com	Salesperson	Dave Majury (847) 372-4421 durabiltdave@gmail.com

Description

West Park
Furnish & Install 415' +/- Of 6' Tall Wood Fence
Post Master Post
2 x 4 x 8' Rails (3 Per Section)
1 x 6 x 6' FT Boards (Western Red Cedar)
Pick Up Extra Dirt
All Post Set In Concrete
Prevailing Wages Included

Inclusions

** Quality Materials & Professional Workmanship Provided!*

** Removal & Haul Away of Old Materials!*

** Dirt Pick Up & Haul Away Included! (If Required)*

** All Posts Set in Concrete!*

** Public Utility Locates Included!*

Exclusions

- Permitting

- Private Utility Locates (Add $450.00 If Required)

Summary

Total	24,975.00
Deposit	0.00
Paid	0.00
Balance	24,975.00

Signature

Print Name & Title

Date

Terms & Conditions

** We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: ($24,975.00) Twenty Four Thousand Nine Hundred And Seventy Five Dollars*

** Payment to be made as follows: 50% Down ($) & Balance Due Upon Completion*

** Note: There is a 3.5% Additional Charge for All Credit Card Transactions ($*

** ALL PERMITS MUST BE OBTAINED BY OWNER*

** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices.*

Durabilt Fence
433 Denniston Court
Wheeling, IL 60090
P 847-520-5880 F 847-520-4885
durabiltfence@gmail.com
www.durabiltfence.com

Proposal

Expiration Date:5/11/2026
Quote Date: 5/4/2026

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

** Customer hereby assumes full responsibility for the location of the line upon which said materials are to be installed and locate any and all private cables to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Durabilt Fence to call J.U.L.I.E.*

** Note: This Proposal may be withdrawn by us if not accepted within 7 days.*

** I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1.5% ON UNPAID MONTHLY BALANCE*

Durabilt Fence
433 Denniston Court
Wheeling, IL 60090
P 847-520-5880 F 847-520-4885
durabiltfence@gmail.com
www.durabiltfence.com

Proposal

Quote ID: QU2026-00527
Quote Date: 5/4/2026
Expiration Date:5/11/2026

QU2026-00527 | Glencoe park District

Billing Address	Glencoe park District 999 Green Bay Rd Glencoe, IL 60022 ACC2021-02241	Shipping / Location	West Park IL
Point of Contact	Kyle Kuhs Phone: (847) 946-7309 Email: kkuhs@glencoeparkdistrict.com	Salesperson	Dave Majury (847) 372-4421 durabiltdave@gmail.com

Description

West Park
Remove 210' & Haul Away
Furnish & Install 210' +/- Of 6' Tall Wood Fence Solid
Post Master Post
2 x 4 x 8' Rails (3 Per Section)
1 x 6 x 6' FT Boards (Western Red Cedar)
Pick Up Extra Dirt
All Post Set In Concrete
Prevailing Wages Included

Inclusions

* *Quality Materials & Professional Workmanship Provided!*
* *Removal & Haul Away of Old Materials!*
* *Dirt Pick Up & Haul Away Included! (If Required)*
* *All Posts Set in Concrete!*
* *Public Utility Locates Included!*

Exclusions

- *Permitting*
- *Private Utility Locates (Add $450.00 If Required)*

Summary

Total	12,695.00
Deposit	0.00
Paid	0.00
Balance	12,695.00

Signature

Print Name & Title

Date

Terms & Conditions

* *We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: ($12,695.00) Twelve Thousand Six Hundred And Ninety Five Dollars*
* *Payment to be made as follows: 50% Down ($) & Balance Due Upon Completion*
* *Note: There is a 3.5% Additional Charge for All Credit Card Transactions ($*
* *ALL PERMITS MUST BE OBTAINED BY OWNER*

Durabilt Fence
433 Denniston Court
Wheeling, IL 60090
P 847-520-5880 F 847-520-4885
durabiltfence@gmail.com
www.durabiltfence.com

Proposal

Quote ID: QU2026-00527
Quote Date: 5/4/2026
Expiration Date:5/11/2026

** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.*

** Customer hereby assumes full responsibility for the location of the line upon which said materials are to be installed and locate any and all private cables to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Durabilt Fence to call J.U.L.I.E.*

** Note: This Proposal may be withdrawn by us if not accepted within 7 days.*

** I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1.5% ON UNPAID MONTHLY BALANCE*

V. 2026 AAPRA National Gold Medal Award Finalist Video Presentation

(no documents)

Glencoe Park District
June 2026 Board Meeting

VI. Financial Report

Glencoe Park District
June 2026 Board Meeting

My G/L NEW Pooled Cash Report

Glencoe Park District

For the Period Ending 5/31/2026

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
10-00-000-1000	CASH/INVESTMENTS	3,489,215.56	(184,017.01)	3,305,198.55
25-00-000-1000	CASH/INVESTMENTS	9,179,015.01	671,097.09	9,850,112.10
30-00-000-1000	CASH/INVESTMENTS	419,283.69	(9,765.72)	409,517.97
35-00-000-1000	CASH/INVESTMENTS	349,187.29	(40,858.25)	308,329.04
36-00-000-1000	CASH/INVESTMENTS	251,031.67	(49,622.19)	201,409.48
40-00-000-1000	CASH/INVESTMENTS	633,254.43	(363,151.96)	270,102.47
45-00-000-1000	CASH/INVESTMENTS	371,225.56	(14,883.48)	356,342.08
50-00-000-1000	CASH/INVESTMENTS	45,943.92	60.40	46,004.32
55-00-000-1000	CASH/INVESTMENTS	15,770.49	(12,400.00)	3,370.49
65-00-000-1000	CASH/INVESTMENTS	601,534.93	(92,296.53)	509,238.40
68-00-000-1000	CASH/INVESTMENTS	11,537,062.97	(767,453.70)	10,769,609.27
69-00-000-1000	CASH/INVESTMENTS	8,254,427.88	98,179.55	8,352,607.43
70-00-000-1000	CASH/INVESTMENTS	0.00	0.00	0.00
75-00-000-1000	CASH/INVESTMENTS	8,020.00	0.00	8,020.00
80-00-000-1000	CASH/INVESTMENTS	0.00	0.00	0.00
90-00-000-1000	CASH/INVESTMENTS	0.00	0.00	0.00
TOTAL CLAIM ON CASH		35,154,973.40	(765,111.80)	34,389,861.60
CASH IN BANK				
Cash in Bank				
99-00-000-1011	OPERATING CORPORATE ACCOUNT	977,371.61	(330,839.88)	646,531.73
99-00-000-1012	OPERATING PR ACCOUNT	168,530.97	(150,053.73)	18,477.24
99-00-000-1013	IL FUNDS	5,193,550.10	24,217.86	5,217,767.96
99-00-000-1014	IPDLAF CDs	4,836,000.00	0.00	4,836,000.00
99-00-000-1015	IPDLAF MM	4,294,012.16	(352,021.48)	3,941,990.68
99-00-000-1016	PMA INVESTMENTS - 2025 SERIES BOND	3,065,517.00	0.00	3,065,517.00
99-00-000-1017	PMA MM - GENERAL	6,277,116.10	810,270.64	7,087,386.74
99-00-000-1021	PMA General - IPRIME Term Series	2,000,000.00	0.00	2,000,000.00
99-00-000-1024	PMA MM - SERIES 2025 BONDS	8,342,875.46	(766,685.21)	7,576,190.25
TOTAL: Cash in Bank		35,154,973.40	(765,111.80)	34,389,861.60
TOTAL CASH IN BANK		35,154,973.40	(765,111.80)	34,389,861.60
DUE TO OTHER FUNDS				
99-00-000-2400	Due To Other Funds	35,154,973.40	(765,111.80)	34,389,861.60
TOTAL DUE TO OTHER FUNDS		35,154,973.40	(765,111.80)	34,389,861.60

Claim on Cash	34,389,861.60	**Claim on Cash**	34,389,861.60	**Cash in Bank**	34,389,861.60
Cash in Bank	34,389,861.60	**Due To Other Funds**	34,389,861.60	**Due To Other Funds**	34,389,861.60
Difference	0.00	**Difference**	0.00	**Difference**	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
ACCOUNTS PAYABLE PENDING				
10-00-000-2000	VOUCHER PAYABLES	69,269.33	(32,133.65)	37,135.68
25-00-000-2000	VOUCHER PAYABLES	347,426.24	593,680.31	941,106.55
30-00-000-2000	VOUCHER PAYABLES	0.00	0.00	0.00
35-00-000-2000	VOUCHER PAYABLES	0.00	0.00	0.00
36-00-000-2000	VOUCHER PAYABLES	0.00	0.00	0.00
40-00-000-2000	VOUCHER PAYABLES	0.00	0.00	0.00
45-00-000-2000	VOUCHER PAYABLES	2,178.49	(2,178.49)	0.00
50-00-000-2000	VOUCHER PAYABLES	0.00	0.00	0.00
55-00-000-2000	VOUCHER PAYABLES	12,400.00	(12,400.00)	0.00
65-00-000-2000	VOUCHER PAYABLES	62,817.62	(62,817.62)	0.00
69-00-000-2000	VOUCHER PAYABLES	19,709.40	(19,709.40)	0.00
70-00-000-2000	VOUCHER PAYABLES	0.00	0.00	0.00
75-00-000-2000	VOUCHER PAYABLES	0.00	0.00	0.00
80-00-000-2000	VOUCHER PAYABLES	0.00	0.00	0.00
90-00-000-2000	VOUCHER PAYABLES	0.00	0.00	0.00
TOTAL ACCOUNTS PAYABLE PENDING		513,801.08	464,441.15	978,242.23
DUE FROM OTHER FUNDS				
99-00-000-1410	Due From Corporate Fund	(69,269.33)	32,133.65	(37,135.68)
99-00-000-1425	Due From Recreation Fund	(347,426.24)	(593,680.31)	(941,106.55)
99-00-000-1430	Due From Special Recreation Fund	0.00	0.00	0.00
99-00-000-1435	Due From IMRF Retirement Fund	0.00	0.00	0.00
99-00-000-1436	Due From Social Security Fund	0.00	0.00	0.00
99-00-000-1440	Due From Bond & Interest Fund	0.00	0.00	0.00
99-00-000-1445	Due From Liability Insurance Fund	(2,178.49)	2,178.49	0.00
99-00-000-1450	Due From Workers Comp Fund	0.00	0.00	0.00
99-00-000-1455	Due From Audit Fund	(12,400.00)	12,400.00	0.00
99-00-000-1465	Due From Capital Projects Fund	(62,817.62)	62,817.62	0.00
99-00-000-1467	Due From Community Ctr Improvement Fund	0.00	0.00	0.00
99-00-000-1469	Due From Master Plan Capital Projects	3,969,762.97	813,002.64	4,782,765.61
99-00-000-1470	Due From Special Trust/Donation Fund	0.00	0.00	0.00
99-00-000-1475	Due From Impact Fee Fund	0.00	0.00	0.00
99-00-000-1480	Due From Gen L/T Debt	0.00	0.00	0.00
99-00-000-1490	Due From Gen Fixed Assets	0.00	0.00	0.00
TOTAL DUE FROM OTHER FUNDS		3,475,671.29	328,852.09	3,804,523.38
ACCOUNTS PAYABLE				
99-00-000-2000	VOUCHER PAYABLES	1,143,053.95	582,690.19	1,725,744.14
TOTAL ACCOUNTS PAYABLE		1,143,053.95	582,690.19	1,725,744.14

AP Pending	978,242.23	**AP Pending**	978,242.23	**Due From Other Funds**	(3,804,523.38)
Due From Other Funds	(3,804,523.38)	**Accounts Payable**	1,725,744.14	**Accounts Payable**	1,725,744.14
Difference	4,782,765.61	**Difference**	(747,501.91)	**Difference**	(5,530,267.52)

Glencoe Park District
Monthly Cash/Investments Report
May 2026

Operating and Capital Funds:	**Rate**	**Maturity Date**	**April 2026**	**May 2026**
BMO Harris Bank Corporate Account	0.00%		$ 936,556.71	$ 599,956.07
BMO Harris Bank Payroll Account	0.00%		176,440.14	46,531.23
The Illinois Fund (Public Treasurers' Investment Pool)	3.74%		5,193,550.10	5,217,767.96
IPDLAF Certificates of Deposit:				
First Pryority Bank, OK	5.20%	7/15/2026	226,000.00	226,000.00
First State Bank of Healy, KS	5.10%	7/15/2026	226,000.00	226,000.00
Harmony Bank, TX	4.93%	7/15/2026	227,000.00	227,000.00
First Bank Of Ohio, OH	3.90%	10/15/2026	231,000.00	231,000.00
Conerstone Bank, NE	3.95%	10/15/2026	231,000.00	231,000.00
Bank of Deerfield, WI	4.00%	10/15/2026	231,000.00	231,000.00
First Capital Bank, SC	4.25%	1/15/2027	231,000.00	231,000.00
Financial Federal Savings Bank, TN	4.10%	1/15/2027	230,000.00	230,000.00
Patriot Bank, N.A., CT	4.21%	1/15/2027	230,000.00	230,000.00
First Security Bank and Trust Co, OK	4.00%	4/22/2027	231,000.00	231,000.00
Loyal Trust Bank, GA	4.00%	4/22/2027	231,000.00	231,000.00
Flagstar Bank, Fsb, MI	4.05%	4/22/2027	231,000.00	231,000.00
Nano Banc, CA	4.25%	7/15/2027	230,000.00	230,000.00
First Western Trust Bank, CO	4.25%	7/15/2027	230,000.00	230,000.00
American Commercial Bank & Trust, IL	4.25%	7/15/2027	230,000.00	230,000.00
Luana Savings Bank, IA	3.75%	10/15/2027	232,000.00	232,000.00
Milledgeville State Bank, IL	3.70%	10/15/2027	232,000.00	232,000.00
Regent Bank, OK	3.69%	10/15/2027	232,000.00	232,000.00
Cfg Community Bank, MD	3.80%	1/12/2028	232,000.00	232,000.00
Union National Bank & Trust Co. Of Elgin, IL	3.95%	1/12/2028	231,000.00	231,000.00
Dmb Community Bank, WI	3.65%	1/12/2028	231,000.00	231,000.00
Illinois Park District Liquid Asset Fund	3.47%		4,294,012.16	3,941,990.68
PMA Certificates of Deposit, Term Series, and Securities				
Baxter Credit Union	4.03%	3/1/2027	231,200.00	231,200.00
CIBC Bank USA	4.06%	3/1/2027	231,300.00	231,300.00
Affinity Bank, National Association	3.95%	3/1/2027	231,500.00	231,500.00
The First National Bank of McGregor	3.85%	3/1/2027	232,100.00	232,100.00
Bank Hapoalim B.M.	3.95%	3/1/2027	231,500.00	231,500.00
Oklahoma Capital Bank	3.92%	3/6/2028	223,600.00	223,600.00
KS StateBank	4.20%	3/6/2028	221,900.00	221,900.00
Transportation Alliance Bank, Inc. d/b/a TAB Bank	4.08%	3/1/2027	231,300.00	231,300.00
Enterprise Bank	4.02%	3/1/2027	231,500.00	231,500.00
US TREASURY N/B, 91282CBP5	3.89%	2/29/2028	999,617.46	999,617.46
IPRIME Term Series	4.15%	3/10/2028	2,000,000.00	2,000,000.00
PMA Financial iPrime - General	3.51%		5,439,441.39	6,294,861.99
PMA Financial iPrime - Series 2025 Bonds	3.51%		9,180,549.71	8,368,714.54
Reconciling Items(Dep in Transit, O/S Checks, etc.)			32,905.73	18,521.67
Grand Total-Operating and Capital			$35,154,973.40	$34,389,861.60

Glencoe Park District
Monthly Financial Analysis
May 2026

	As of 5/31/2023	As of 5/31/2024	As of 5/31/2025	As of 5/31/2026	As of 4/30/2026	Variance from Prior Month
Recreation Department - Programs						
Revenues	2,670,205	3,187,538	3,781,969	4,671,497	3,319,330	1,352,167
Wages	(104,702)	(134,505)	(120,821)	(121,114)	(52,711)	(68,403)
Contractual	(648,254)	(702,660)	(599,748)	(1,638,702)	(673,328)	(965,374)
Supplies	(41,047)	(41,972)	(42,737)	(62,138)	(35,939)	(26,199)
Excess (Deficiency) Rev over Exp	1,876,202	2,308,401	3,018,663	2,849,543	2,557,352	
Children's Circle Department						
Revenue	528,929	551,930	602,144	773,737	515,899	257,838
Expense	(394,038)	(425,192)	(498,831)	(664,605)	(381,395)	(283,210)
Excess (Deficiency) Rev over Exp	134,891	126,738	103,313	109,132	134,504	
Fitness Department						
Revenue	16,890	17,276	20,559	21,187	14,798	6,389
Expense	(10,675)	(14,644)	(14,584)	(14,495)	(7,805)	(6,690)
Excess (Deficiency) Rev over Exp	6,215	2,632	5,975	6,692	6,993	
Beach Department						
Revenue	164,147	153,848	120,732	143,215	51,797	91,418
Expense	(56,298)	(59,277)	(55,867)	(65,925)	(28,325)	(37,600)
Excess (Deficiency) Rev over Exp	107,849	94,571	64,865	77,290	23,472	
Boating Department						
Revenue	105,915	114,624	148,058	131,082	123,626	7,456
Expense	(47,853)	(42,277)	(68,838)	(53,068)	(34,093)	(18,975)
Excess (Deficiency) Rev over Exp	58,062	72,347	79,220	78,014	89,533	
Beach/Boating Dept Total:	165,911	166,918	144,085	155,304	113,005	
Weinberg Department						
Revenue	3,489	5,816	6,672	4,175	4,153	22
Expenses	(46,397)	(55,918)	(55,298)	(62,767)	(40,817)	(21,950)
Excess (Deficiency) Rev over Exp	(42,908)	(50,102)	(48,626)	(58,592)	(36,664)	
G & A (Administration)						
Revenue (excl G&A Tfr)	0	0	0	0	0	0
Expense	(288,205)	(307,711)	(339,351)	(349,141)	(216,989)	(132,152)
Excess (Deficiency) Rev over Exp	(288,205)	(307,711)	(339,351)	(349,141)	(216,989)	
Parks Department						
Revenue	6,431	10,200	25,413	5,994	5,994	0
Expense	(277,874)	(307,507)	(361,650)	(376,258)	(203,517)	(172,741)
Excess (Deficiency) Rev over Exp	(271,443)	(297,307)	(336,237)	(370,264)	(197,523)	
Rec-Admin/Takiff Department						
Revenues	716,176	723,125	742,899	686,322	646,831	39,491
Expenses	(555,260)	(591,771)	(662,421)	(640,993)	(410,774)	(230,219)
Excess (Deficiency) Rev over Exp	160,916	131,354	80,478	45,329	236,057	
Corporate-Admin						
Revenues	1,381,879	1,407,130	1,492,394	1,344,462	1,327,644	16,818
Expenses	(128,750)	(131,250)	(131,250)	(131,250)	(87,500)	(43,750)
Excess (Deficiency) Rev over Exp	1,253,129	1,275,880	1,361,144	1,213,212	1,240,144	

VII. Executive Director Report

Glencoe Park District
June 2026 Board Meeting

Glencoe Park District
Executive Director's Report
June 2026

Gold Medal Award

As a Gold Medal Finalist, our team spent much of the month of May producing a five-minute video that illustrates our commitment to enriching lives and building community. This project was a testament to amazing teamwork, and we are grateful to the many people who helped with production, appeared on camera, or worked behind the scenes. You can watch our finalist video here: https://glencoeparkdistrict.com/news/gold-medal-finalist-26

Glencoe's Independence Day Celebration!

It is that time of year when we begin preparation for our Independence Day Celebrations. We have been collaborating with Public Safety/Village on security measures and training for staff. The event schedule is below:

July 3
Independence Day Celebration:

- 5-9 PM: Food trucks and beer/wine tent
- 5-8 PM: Kids Area
- 6:45 PM: Band: Yacht Rockettes
- Approximately 9 pm: Fireworks
- The swimming beach will be closed on July 3 for the fireworks setup. The Boating Beach will be open until 6 PM.

July 4
General Events Schedule:

- 8 AM: 2-Mile Fun Run (Starts at Glencoe Train Station)
- 9:30-11:30 AM: Red, White, and Blue Party (Kids Games)
- 10:30 AM: Bags Tournament
- 1 PM: Village Parade
- 11 AM - 9 PM: Beach Party at Glencoe Beach for Season Passholders

We will also participate in the Village Parade this year and welcome the Commissioners and their families to join us on the float and/or walking.

Seasonal Staff Training

We are proud to be the largest employer of high school and college-age young adults in the community. All of our staff participated in an extensive training program tailored to their job responsibilities at the beginning of the summer, with follow-up training occurring throughout the season. We offered a combination of in-person and online independent training. The summer all-staff training on May 20 officially kicked off the summer.

Our beach staff completed most of their training in May, with a few additional sessions planned for early June. Weekly in-service trainings will continue through the season to maintain high standards of safety and preparedness.

Camp leadership staff have been on-site in preparation for the season and to get ready for the Camp Open House held on June 8. Camp-specific training took place on June 11 and 12, with camps starting June 15.

Start of Summer Beach and Camp Season

Beach

The beach officially opened on May 23. However, due to unseasonably cold temperatures, the swim area remained closed on opening day. Pass sales have caught up to last year's numbers, and our rentals are in line with previous years.

The Boating Beach opened on May 17, and staff have been actively moving boats and finalizing locker assignments. All storage payments for lockers and spaces were due on June 1. Any spots that are still unpaid have been officially forfeited. Staff are currently verifying open spaces and will begin reaching out to the waitlist to fill them.

On May 15, Shannon presented the *Beach Safe* course to Children's Circle. The Starfish, Dolphins, and Belugas groups successfully completed the program, and each participant received a *Beach Safe Swimmer* certificate for the summer. Shannon visited both West School and South School during the week of June 1 to remind the students of Beach Safety. A Glencoe Boy Scout group also visited the Beach on May 31 and got to practice throwing a ring buoy.

School-Age Summer Camps

Camps continue to have very strong enrollment compared to previous years. This is largely due to increases in Action Quest, Game On, and Finish Strong. Camp leadership have been coming in to prepare for the summer and to get ready for the Open House on June 8. Camp-specific training will take place on June 11 and 12, with camps starting on June 15.

Recreation and Facilities

Recreation Intern

This summer, the Recreation Department welcomed Dannica "Danni" Farris as the Recreation Intern. Originally from Wichita, Kansas, Danni is currently pursuing a bachelor's degree in Recreation & Athletic Management at Oklahoma State University in Stillwater, Oklahoma.

Danni brings a background in outdoor recreation and sought this internship as an opportunity to broaden her experience across multiple areas of parks and recreation. Throughout the summer, she has contributed to several department initiatives, including the development of an adult chess event, planning efforts for a Green Bay Trail hiking day event, and preparations for the Family Campout.

Additionally, Danni co-presented the Beach Safe program alongside Shannon at South and West Schools, helping educate students on important beach and water safety practices.

The department is appreciative of Danni's contributions and looks forward to supporting her continued professional growth throughout the internship experience.

Special Events

We had excellent **special events** for the month of May and even more to look forward to in June and July, including these free events.

New events in May included:

- Puppy Yoga was offered for the first time at Shelton Park. The initial 20-person session generated strong interest, resulting in the addition of two more sessions to accommodate demand.
- Participants took part in a serene and restorative Sound Bathing experience in the Takiff Center Yoga Studio. Attendees were immersed in calming tones and soothing vibrations from crystal singing bowls and other therapeutic instruments, supporting relaxation, mindfulness, and stress relief.

Events in June and July:

- Glencoe .500: 10 AM – 12 PM | Saturday, June 13 | Takiff Center
- Tot N' Tunes: 10-10:45 AM | Every Other Tuesday: June 16, June 30, July 14, & 28 | Takiff Center Front Lawn
- Unplug Illinois Day: 10 AM 12 PM | Saturday, July 12 | Lakefront Park
- Cardboard Regatta: 12:30-2 PM | Thursday, July 16 | Glencoe Beach
- Beach Campout: 6 PM – 9 AM|
- Green Bay Trail Day 9 AM -1 PM | Saturday, July 25 | Shelton Park
- Beach Movie Night: 8 PM | Friday, August 21 | Beach

Appendix A provides more event details and participation numbers.

Early Childhood

We are continuing to finalize enrollment for the Children's Circle 2026–2027 program. Unfortunately, we continue to experience situations in which families tour the program, accept an enrollment spot, submit a deposit, and later decide to withdraw. Common reasons families change their plans include parents realizing they have greater work flexibility than originally anticipated, choosing to remain at their child's current early learning center, or opting for one-on-one in-home care.

In response to this trend, the enrollment deposit has been increased from $200 to $750. The goal of this change is to encourage stronger enrollment commitment from families and reduce late withdrawals. When families withdraw after enrolling, it creates additional administrative burden for leadership staff and can result in financial impacts due to the need to quickly reconnect with prospective families, schedule tours, and fill openings within a shortened timeframe.

Fitness

Glencoe Fitness revenue remains above last year's performance, reflecting strong usage and continued interest in our fitness offerings. Membership growth is especially strong in key categories. Senior Memberships have increased from 44 to 60, and Student Memberships have risen from 7 to 22, demonstrating broader engagement across age groups. Individual Memberships also continue to climb year over year.

Ashley, Shannon, and Adam are partnering with a local business to launch a Beach Fitness Bootcamp on Saturday mornings. This initiative strengthens community partnerships while offering members a unique outdoor fitness experience designed to boost engagement, attract new participants, and diversify our programming.

Kids Club
Kids Club enrollment for the 2026-27 school year continues in line with 2025-26. We currently have 111 children registered for next school year. Staff is actively preparing for the end of the school year and the transition into a fun and busy camp season. As we wrap up the school year, we're excited to host one final Undernighter on June 11, offering a great send-off before camps officially begin.

Park Permits
While park permit reservations are pacing behind recent years, the most significant change continues to be in tennis and pickleball court reservations. Through May 31, court bookings totaled 44 reservations compared to 180 in 2025 and 256 in 2024. This decline is likely influenced by the continued expansion of pickleball facilities in surrounding communities, giving players more opportunities to find available courts. Additionally, as the sport has matured locally and court availability has increased, many players have become more comfortable utilizing open court time and drop-in play rather than securing reservations well in advance. Despite lower reservation numbers, outdoor court usage and pickleball participation remain strong throughout the community.

Appendix A provides more event details and participation numbers.

Business Services

The final draft of the annual audit report has been completed by our auditors, Lauterbach & Amen LLP. However, communication has come out from IMRF regarding potential inaccuracies in the IMRF-produced actuarial valuations. The District is unable to finalize its 2025/26 Annual Comprehensive Financial Report (ACFR) until the actuary reports are updated. District staff and the District's auditors are monitoring the situation.

With the close of our 1st quarter, staff have begun the process of updating projections for FY 2026/27. We plan on presenting these projections to the Board at the July meeting.

The County has released the 2025 Levy edit reports, which allow the District to review the levy and correct any discrepancies with our board-approved levy. No discrepancies were noted.

Staff have been provided with the results of the 2026 employee survey and are working with an independent third party in analyzing and summarizing the data. Staff plan to present the survey results at a July board meeting.

Marketing and Communications

Online Communication
In May, our website recorded 102,000 user events. This is a 41% increase from April, with a traffic spike on Memorial Day weekend (May 24-25). The most popular pages were related to Glencoe Beach, summer camps, program guides, and job opportunities.

Email Marketing
We sent 9 email blasts to 29,539 targeted email addresses in May. 67% or 19,141 people opened the emails, with a 4% click rate. The open rate is +32% above the industry average. Emails relating to Glencoe Beach, Lego Day Off Workshop, and the Friends Park Community Input Meeting were our top-performing campaigns.

Creating our Fall Guide is a significant team effort, and production is currently in full swing. Over a six-week period, a group of 15 staff members from Customer Service, Admin, and Recreation collaborates through multiple drafts. The team has made over 200 edits to ensure the guide is nearly perfect before it goes to the printer in early June for delivery to residents in early July.

To boost beach pass sales, we have developed a comprehensive beach marketing strategy that includes a range of promotional tactics. Our plan includes a direct mail piece sent in May, plus dispatching weekly email newsletters, maintaining an active presence with regular posts on social media platforms, and distributing eye-catching signage. Additionally, we are leveraging special event promotions and have designed shareable graphics for libraries and elected officials to publicize the beach pass lending program. This multifaceted approach aims to maximize outreach and engage the community effectively.

The Fall Program Guide will be mailed to residents at the end of the month, with registration taking place July 22-24. The guide will be available online in mid-June.

Refer to **Appendix B** for more information on Online Communication and Email Marketing.

Parks, Maintenance, and Planning

Park and facility maintenance efforts remain focused on seasonal transitions and park readiness. Spring baseball, softball, and soccer seasons are nearing completion, with favorable weather in May helping reduce cancellations and makeup games despite a rain-filled April. Staff are restoring turf areas impacted by lesser celandine treatments and winter snow removal operations, while continuing mulch installation, tree plantings, and other landscape improvements throughout the parks.

Preparations for summer camps are underway, including completion of seasonal maintenance tasks and efforts to maximize parking availability at Takiff during the final stages of maintenance building construction. In addition, seasonal amenities such as the Duke Park train, park water features, and beach water attractions are fully operational, with staff providing ongoing monitoring, maintenance, and repairs to ensure a safe and enjoyable experience for visitors.

Equipment purchases continue to progress as planned, with the new Transit van, Kubota loader, and tow-behind lift all acquired at or below their Fund 65 budget allocations. The new Transit van and bus (“Hilary”) have received their new branded vehicle wraps and are ready for summer camp operations.

Through ongoing intergovernmental cooperation, the new tree nursery has been established, with its first year of tree liners planted and incorporated into regular watering schedules. This initiative follows a five-year plan designed to produce a sustainable pipeline of approximately 20 trees annually for planting throughout Park District and Village properties.

Major capital projects continue to advance on schedule. At West Park, site demolition on the ballfield is complete, field construction is progressing, and modifications to the parking layout and installation of a new cedar privacy fence are being incorporated based on community feedback. The project remains on track for substantial completion this fall, with reopening dependent on final restoration needs. Construction of the new Maintenance Center is entering the final stages, with the building envelope, major utilities, and interior systems largely complete. Final site work and paving are anticipated later this month, with building occupancy targeted for mid-July. At Glencoe Beach, bids have been received and are under Board consideration, permitting reviews continue to progress favorably, and construction is targeted to begin after Labor Day. Planning for the Friends Park

renovation is also moving forward, with community input now being incorporated into concept alternatives for future public review. Construction of that project is anticipated in late summer or early fall 2027.

IAPD

IAPD's 2024 Expenditure Analysis is included as **Appendix C**. This includes our Agency Report, which provides data on our agency.

Legislative Updates

The spring legislative session ended and two major victories occurred.

The contents of SB 3907 were added to HB 3595 (Morrison, J./ Mason, J.) before it passed in both chambers. Thanks to your advocacy and the strong relationships you have built with local legislators, IAPD's proposed compromise language was incorporated and **preserves local control over "special activities" programs operated by units of local government and SRAs**. In order for an IAPD member to take advantage of this new "special activities" exemption, the program must meet the following requirements:

- The governing board of the unit of local government must have adopted policies governing the operation of such programs,
- The parent or legal guardian of each child must have received written notification that the program is not licensed,
- The program may be offered to the following categories of children:
    - Children 0-2 years of age for no more than 1 hour at a time,
    - Children 3+ years of age for no more than 3.5 continuous hours at a time, or
    - Children 5+ years of age for no more than 100 continuous days in any 12-month period when school is not in session,
- The program is not called a "pre-school," and does not claim to be licensed,
    - Employees and volunteers of the program are subjected to the following checks no less than once every 5 years: Name-based criminal background checks (Section 8-23 of the Park District Code)
    - Free name-based check against state sex offender registry
    - Free name-based check against federal sex offender registry
    - Name-based Child Abuse and Neglect Tracking System (CANTS) check conducted through the Illinois Department of Early Childhood (IDEC) at no cost to the unit of local government
- The program does not participate in CCAP or receive Early Childhood Block Grant funding.

If a program cannot meet these requirements, it will be subject to the requirements of partial licensure as a "Recognized Alternative Provider" (RAP) or full licensure.

Note that this legislation will have a delayed effective date. For park districts, the effective date will be July 1, 2028. For all other child care providers, the effective date will be July 1, 2027.

Assuming this bill is signed into law, IAPD members can look forward to continued education about this important legislation.

On the second-to-last day of the spring session, the **e-bike/micromobility initiative** we've been negotiating this year was filed under a new bill number.SB 3484 (Villivalam. R/ Hernandez, B.) will establish new statewide regulations governing e-bikes and other micromobility devices—and their

operation upon streets, sidewalks, and paths throughout Illinois. Importantly, the final version of this bill includes IAPD's language ensuring that park districts, forest preserve districts, and conservation districts retain the authority to regulate the use of these devices on their bike paths in a more restrictive manner. As Secretary Giannoulias himself noted during IAPD's Legislative Conference, *no one knows our paths and trails better than the agencies that actually manage them!*

Submitted by:
Lisa Sheppard, CPRP
Executive Director

Recreation and Facilities
June 2026

Community Engagement & Special Events: Nate Van Allen

Date	Event	Attendance
05/02/26	Petals and Pastries	42
05/17/26	Sound Bathing	8
05/29/26	PTO Carnival	~500+
05/30/26	Puppy Yoga	60

- On May 2, 42 adults and children participated in the Petals & Pastries event, where attendees enjoyed pastries while creating their own floral arrangements.
- Participants took part in a serene and restorative Sound Bathing experience in the Takiff Center Yoga Studio. Attendees were immersed in calming tones and soothing vibrations from crystal singing bowls and other therapeutic instruments, supporting relaxation, mindfulness, and stress relief.
- Glencoe Park District once again supported the annual PTO year-end fundraiser by loaning carnival games and equipment. Staff also provided technical support for the event, which serves as the PTO's primary fundraiser.
- Puppy Yoga was offered for the first time at Shelton Park. The initial 20-person session generated strong interest, resulting in the addition of two more sessions to accommodate demand.

Early Childhood – Molly Tigera

At this time, the available spaces include:

- One Frog (family has been offered a spot and is touring soon)
- One Turtle (family has been offered a spot and is touring soon)
- Two Penguin (One family has been offered a spot and is touring soon, another spot we are looking for a child that aligns with the correct birthdate)
- 1 Polar Bear

Each family is given 1–2 weeks to decide. If they decline or do not respond, we will continue moving down the waitlist.

We are facing a unique challenge with the remaining Polar Bear classroom, as the spot we can offer is a 4-year-old PreK spot. Many families are already settled in with their child's current care until Kindergarten, so this spot is challenging to fill. We anticipate that in the upcoming summer months, more families within this age range will inquire about care.

We continue to monitor the internal waitlist for our Arctic Track students whose families prefer to switch to the Ocean track should space become available. They will receive priority over the traditional waitlist. The internal waitlist has decreased in length due to the addition of Igloo Buddies, which is an extended AM care option for Arctic families from 7:30-8:30 AM.

Children's Circle did not have any changes in enrollment this month.

Children's Circle Enrollment **As of 4/29**	**2025/26**	**2024/25**	**2023/24**	**2022/23**	**2021/22**
Jellyfish (6 weeks to 15 months)	12	11	8	10	10
Frogs (15 months to 2 years old)*	14	14	14	13	14
Penguins (Todds/Twos)	14	NA	NA	NA	NA
Turtles (18 months-youngers 2s)*	14	14	15	15	15
Starfish (older 2s)	15	16	16	15	15
Dolphins (3s)	20	20	20	20	19
Polar Bear (3/4's)	19	NA	NA	NA	NA
Belugas (4s)	19	19	20	20	20
Total	**127**	**94**	**93**	**93**	**94**

There have been minimal changes in Preschool Summer camp enrollment since last month. We did receive a couple new enrollments in Summer Beginning and Little Bears Explores.

Preschool Camps **As of 5/28**	**Enrollment**			
	2026	**2025**	**2024**	**2023**
Preschool Summer Beginning Wk 1	11	16	15	13
Preschool Summer's Beginning Wk 2	23	20	Not Offered	Not Offered
Little Bear Explorer (Previously Baby Bears)	6	6	3	17
Teddies	Not Offered	25	16	17
Pandas	14	18	35	24
Koalas	14	36	43	38
Kinder Korner	Moved to Youth Camps	48 *transferring to youth camps	77	65
Preschool CIT	Moved to Youth Camps	5 *transferring to youth camps	8	18
Total	**68**	**174**	**209**	**203**

Facilities and Youth-Adult Programming: Ashley Martinez, Emily Holmberg, Dannica Farris, Shannon Stevens, Adam Wohl

School-Age Camps

2026 Youth-Teen Camps *As of 5/31*	**Enrollment**			**Projected Revenue**		
	2026	**2025**	**2024**	**2026**	**2025**	**2024**
Before Camp Care	60	N/A	N/A	$19,339	N/A	N/A
After Camp Care	125	N/A	N/A	$65,100	N/A	N/A
Kinder Korner	85	50	74	$179,041	$130,521	$185,394
Sun Fun	132	147	145	$273,000	$329,005	$296,716
Camp Adventure	124	115	105	$240,200	$248,554	$205,176
Action Quest	336	179	276	$300,960	$280,204	$296,193
Youth CIT	53	37	40	$50,830	$40,366	$40,048
Summer's End	105	67	78	$22,965	$28,961	$33,600
Game On! Sports 4 Girls	892	504	445	$653,240	$359,460	$289,420
Finish Strong Athletics	574	302	0	$1,204,005	$499,090	-
Aquatics & Sailing	95	127	133	$140,650	$151,796	$145,161
Aquatics CIT	12	12	10	$13,200	$12,288	$9,700
Total	**2,593**	**1,540**	**1,306**	**$3,162,530**	**$2,080,245**	**$1,501,408**

Please note that the data above are based on YTD enrollment and projections for each year. Data for Game On, Finish Strong, and Action Quest do not include multi-week discounts.

Kids Club

Kids Club *as of 5/31*	**Enrollment**		
	2026-27	**2025-26**	**2024-25**
AM Kids Club	21	19	17
PM Kids Club	90	93	66
Total	**111**	**112**	**83**

Glencoe Fitness

Fitness Center Memberships *As of 5/31*	**2026**	**2025**	**2024**
Individual Member	131	114	103
Senior Member	60	44	45
Student Member	22	7	16
Total Members	**213**	**165**	**164**

Fitness Center Revenue *As of 5/31*	**2026**	**2025**	**2024**
March	$7,254	$4,100	$3,730
April	$7,143	$4,504	$3,233
May	$5,559	$4,836	$4,223
Total	**$19,956**	**$13,440**	**$11,186**

Run/Walk Club
The Run/Walk Club remains a consistent and well-attended Saturday morning gathering that brings residents together through movement, motivation, and shared goals. In addition to its weekly meetups, the club has expanded its offerings with monthly activities designed to deepen engagement and accommodate a wider range of participants. Recent examples include the Pace Challenge on May 23, where members predicted their pace and challenged themselves to meet or beat their goal, and the Dinner Club on May 28, which provides an opportunity for those unable to attend Saturday mornings to connect socially and experience the club's sense of community. These added touchpoints have strengthened relationships among members and reinforced the club's role as an inclusive, community-building program.

Facility Rentals
Rental inquiries remain steady, and revenue is trending above last year's levels; however, the totals are still behind 2024–25 due to TrueNorth's absence as a permanent renter. Demand for gym rentals continues to grow, making the gym one of our most frequently requested spaces.

This month's rentals included birthday parties, New Camper Orientation, Community Group events such as Family Service of Glencoe and the Glencoe Girl Scouts, and several basketball groups, reflecting a diverse mix of community use and continued interest in our indoor spaces.

Takiff Center Rentals *As of 5/31*	**2026-27**	**2025-26**	**2024-25**
Revenue	$23,083	$18,738	$33,771

Park Permits & Courts

Outdoor Usage *As of 5/31*	**# Rentals**		
	2026	**2025**	**2024**
Park Permits	23	48	36
Tennis & Pickleball Courts	44	180	256

Glencoe Boating & Swimming Beach

Beach Passes *As of 5/31*	**2026**		**2025**		**2024**	
	Passes	**Revenue**	**Passes**	**Revenue**	**Passes**	**Revenue**
Resident	1,467	$57,213	1,613	$61,294	2,050	$73,800
Non-Resident	369	$28,743	338	$25,650	374	$26,942
Northbrook	754	$29,406	593	$22,534	744	$26,784
Guest Passes	366	$18,300	349	$17,450	386	$19,286
Totals	**2,956**	**$133,662**	**2,893**	**$126,928**	**3,554**	**$146,812**

Beach Rentals *As of 5/31*	**2026**	**2025**	**2024**
Sun Shelter	$1,800	$1,100	$1,765
Trellis	$6,819	$4,285	$4,373
Totals	**$8,619**	**$5,385**	**$6,138**

Boat Storage

Boat Revenue *As of 5/31*	**2026**	**2025**	**2024**
Boat Storage	$105,220	$120,387	$108,513
Locker Storage	$21,125	N/A	N/A
Totals	**$126,345**	**$120,387**	**$108,513**

Submitted by:
Bobby Collins, CPRP
Deputy Director/Director of Recreation and Facilities

Marketing/Communications Report
June 2026

Social Media

In May, our social media strategy successfully transitioned from April's viral peak to a new, higher level of sustainable engagement. Our community expanded with 74 new followers, driven by consistent growth on Instagram and Facebook. While total impressions normalized compared to last month, they still reached an impressive 92,677, marking a 13% increase over the same period last year. A key success was on LinkedIn, where community engagement climbed by 30%, demonstrating the growing impact of our content.

Special Event Publicity

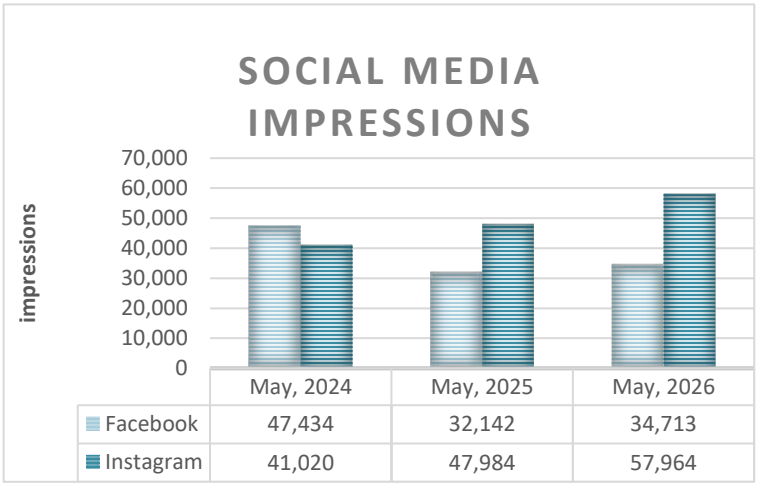
In May, our integrated marketing campaigns successfully drove attendance for several special events, including Petals & Pastries, Greenhouse Grand Opening, Gardening at the Greenhouse: Container Gardening, and Puppy Yoga. Event publicity included targeted emails, social media, print posters, and digital graphics, we achieved strong public turnout for both.

We also effectively boosted awareness for other ongoing initiatives, such as spring registration, beach pass sales, and programs with low enrollment.

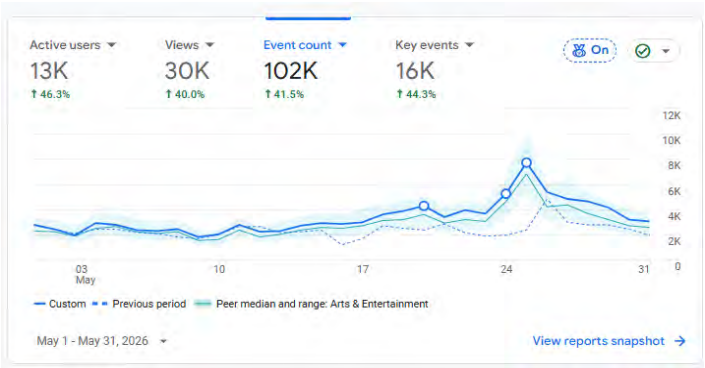
Gold Medal Award

You can watch our finalist video here: https://glencoeparkdistrict.com/news/gold-medal-finalist-26

Submitted by:
Erin Classen
Superintendent of Marketing and Communications



	May, 2024	May, 2025	May, 2026
Facebook	47,434	32,142	34,713
Instagram	41,020	47,984	57,964



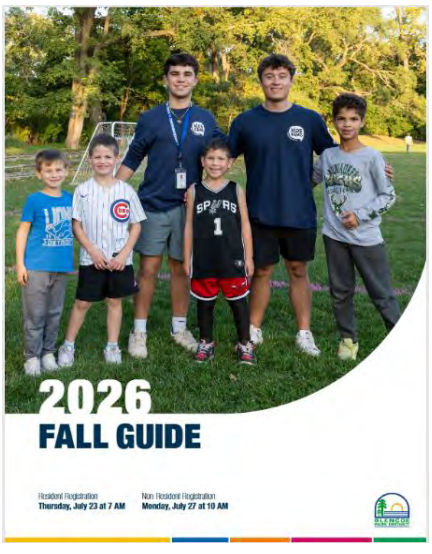






Posts with the most interactions on Facebook and Instagram





Appendix C

Illinois Association of Park Districts

GLENCOE PARK DISTRICT

2024 Expenditure Analysis

May 2026

aQity RESEARCH 10 YEARS OF

Methodology

- **Data collected May 28 – September 15, 2025, from 154 responding agencies** (note: not all agencies provided full data).

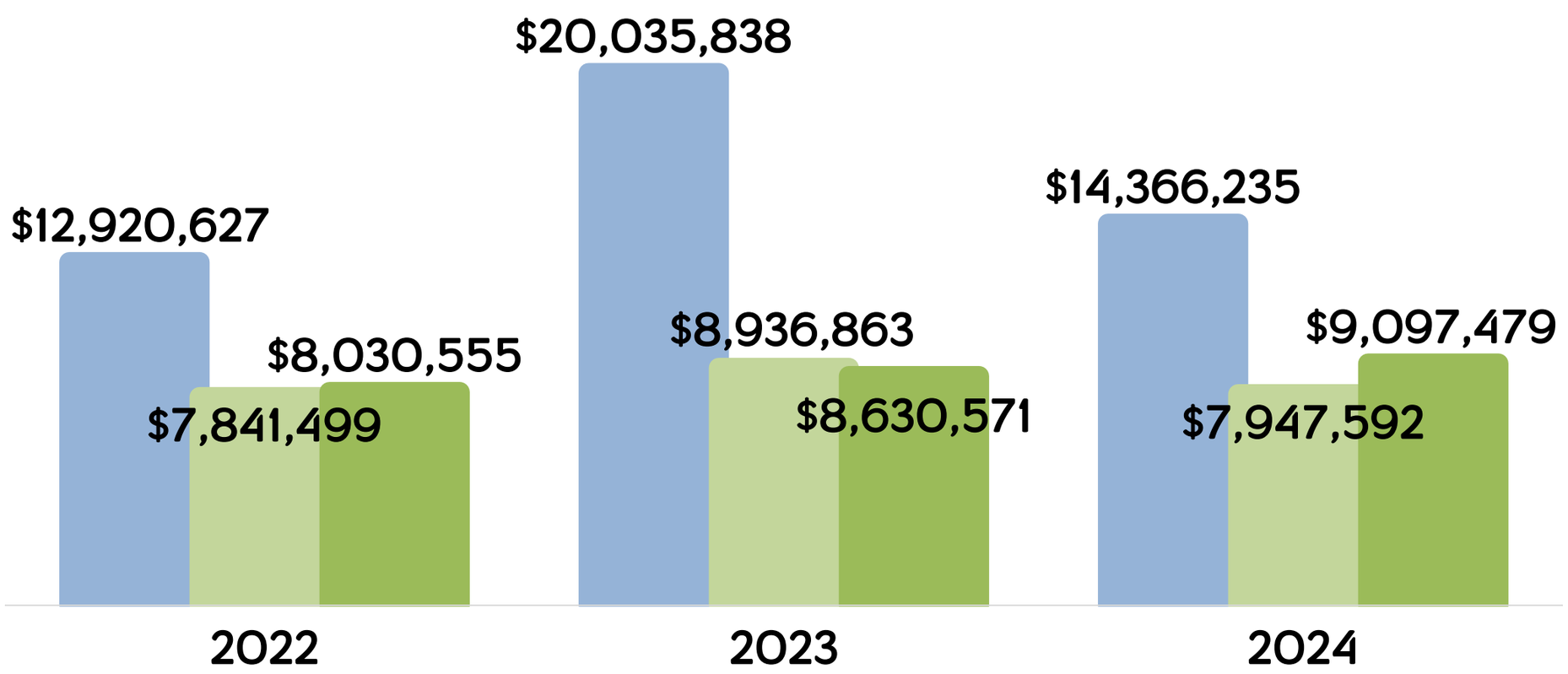
- **130 park districts, 12 forest preserve/conservation districts, and 12 SRAs.**

- **Total expenditures for 2022, 2023, and 2024.**

- **2024 expenditures by expense categories; to local and IL vendors/ providers; expenditures per capita.**

Agency Report: Glencoe Park District

Annual Expenditures



Expenditures and Residential Property Tax per Capita

Per resident, for every $1 of property taxes that goes to the Park District...



... $2.10 is expended by the District to deliver the parks, facilities, programs, and services. *

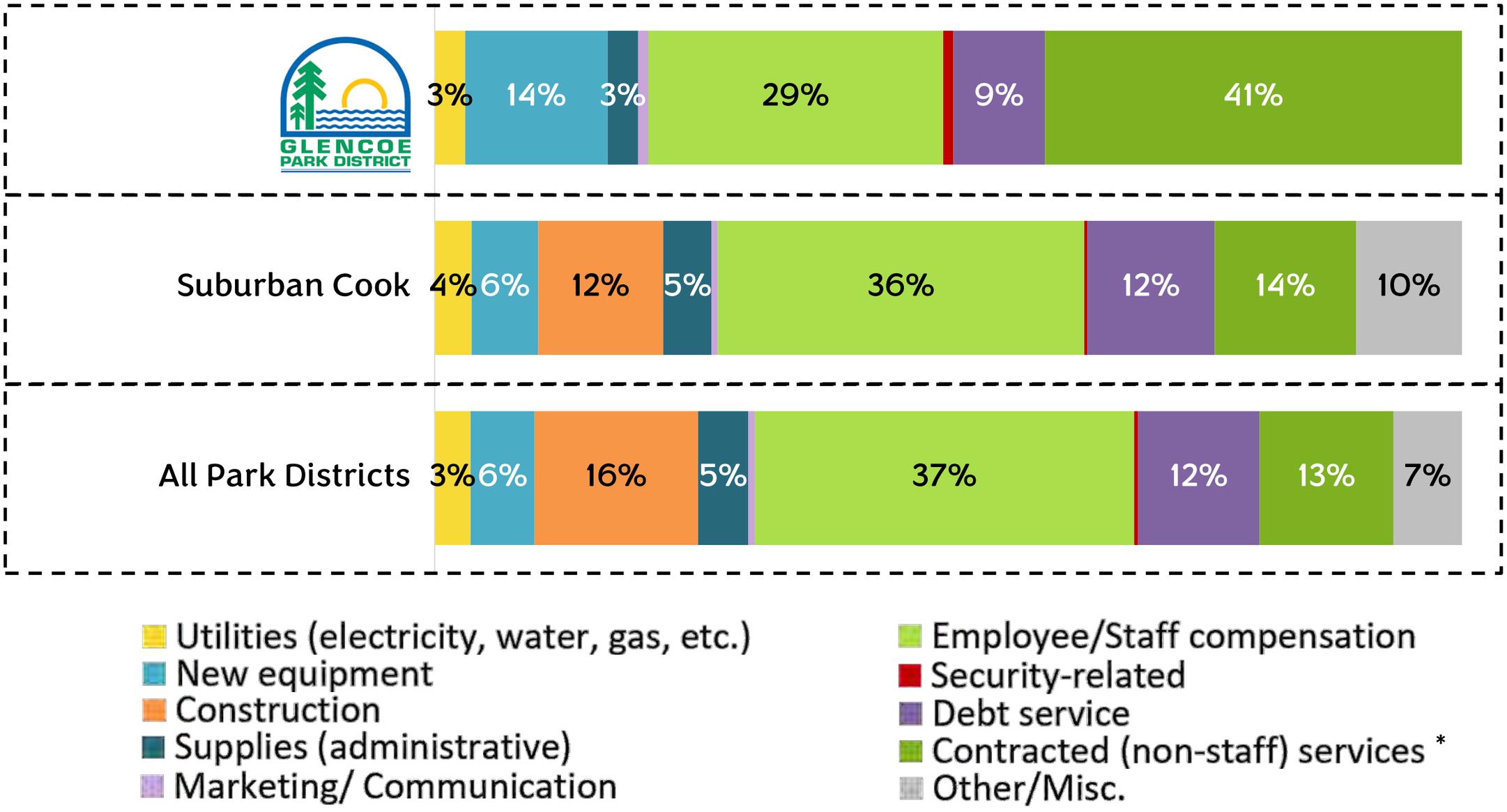




GLENCOE PARK DISTRICT

* With program and membership fees, rentals, other self-generated revenue, corporate taxes and grants representing other major funding sources.
2024 Residential property tax data provided by Illinois Department of Revenue.

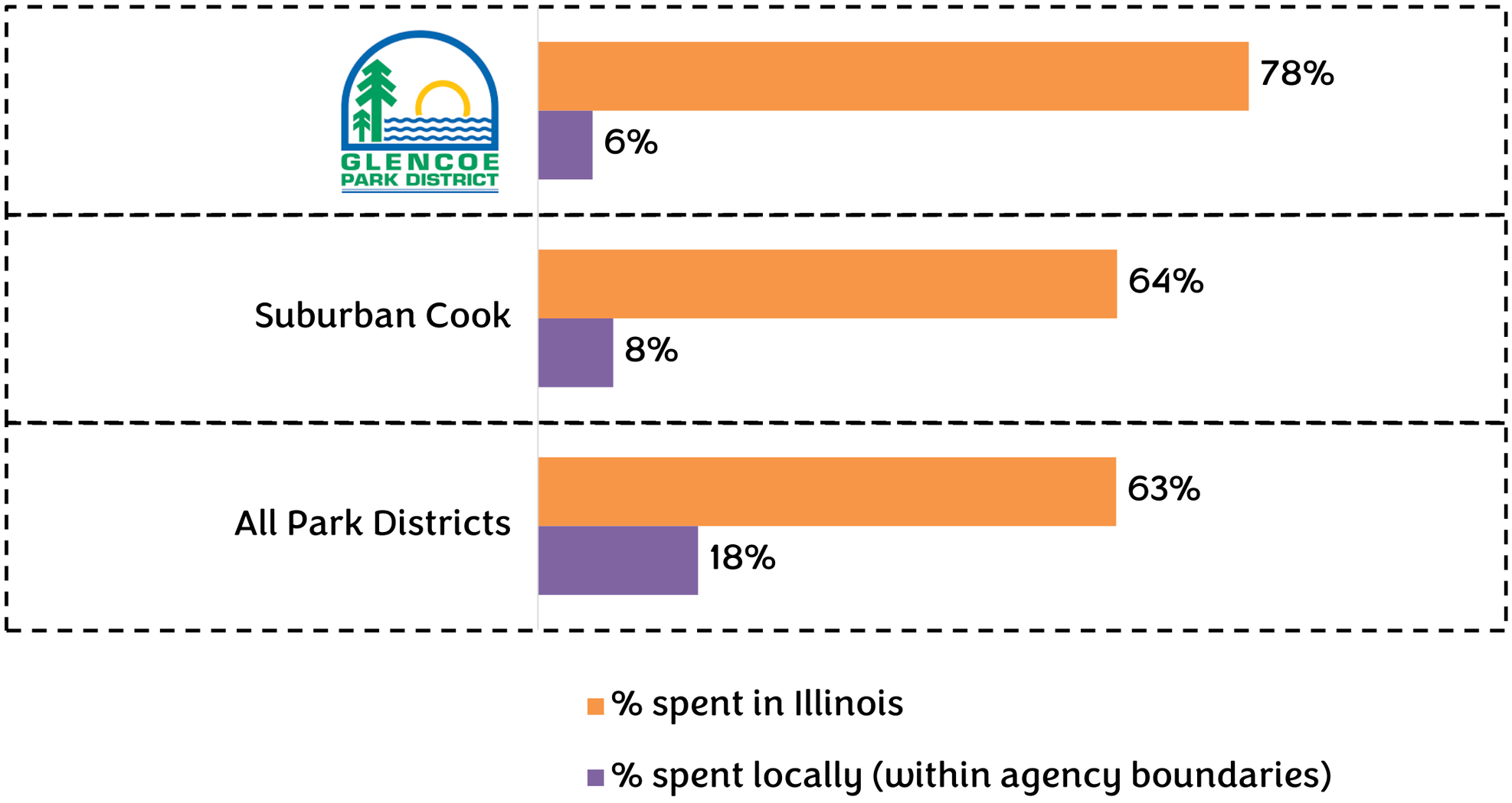
Expenditure Categories



** e.g., legal, accounting, P&C insurance, IT support, risk management, architects/engineers, training/CE, maintenance, etc.*

Local Expenditures

Park Districts only



Full Statewide Analysis

Among the Illinois agencies reporting...

147
agencies participated in the research

- These members spent just over $2 billion in 2024 to deliver the programs, events, recreational facilities, and services to their communities.

$2B
spent by agencies in 2024

- Park Districts alone account for $1.6 billion of these expenditures.

$310
median amount spent per capita

- In 2024, $310 was spent per capita.

  –This includes:

$356
Park District
spending per capita

$63
Forest Preserve District
spending per capita

$9
Special Rec. Association
spending per capita

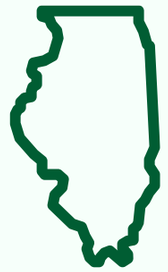
Among the member agencies that track expenditures…

- Two-thirds of these expenditures – at least $1 billion – stay within Illinois, helping the state economy, businesses and contractors.

- This includes 29% of expenditures going to businesses and providers within the agency's service boundaries – <u>helping their **local** economies.</u>

  – While 71% of expenditures may not be spent within an agency's service boundaries, they likely support many businesses in neighboring communities (regionally).

Local Expenditures



$1B

stayed in Illinois



67% *of total expenditures*



$450M

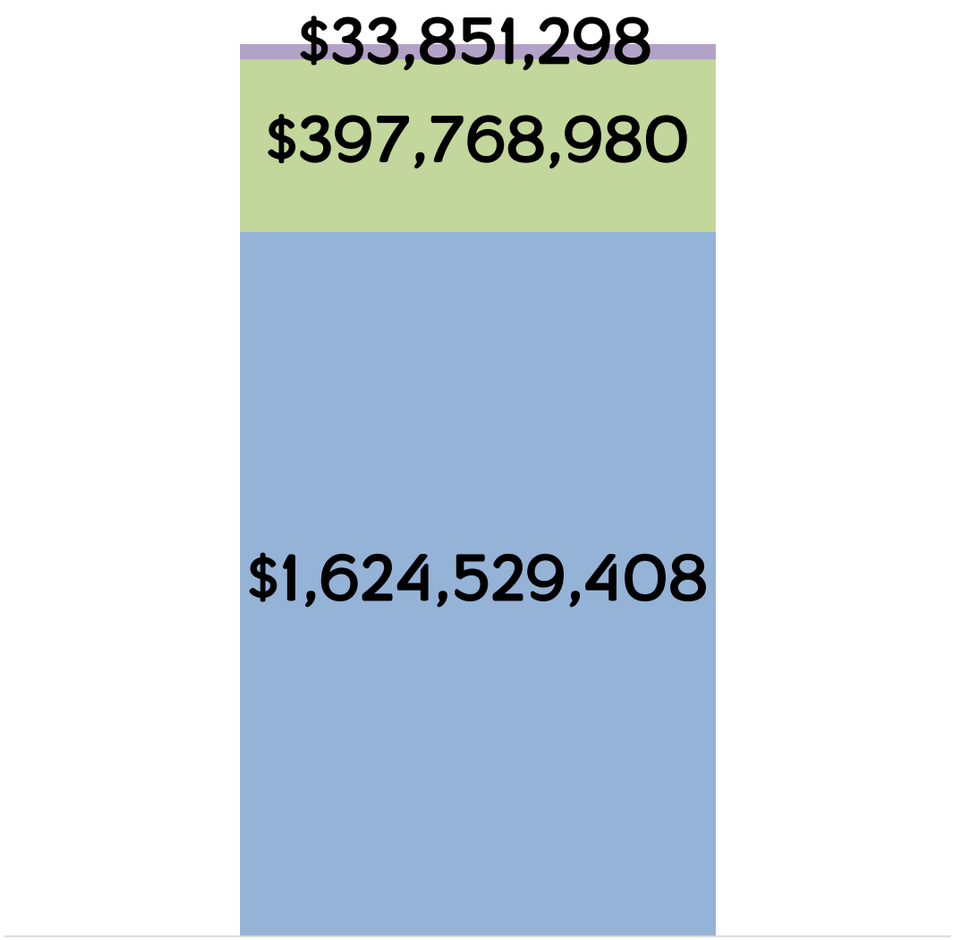
stayed in community served



29% *of total expenditures*

$2,056,149,688

total spent by responding IAPD members



Annually, IAPD agencies spent over $2 billion on goods and services.

Most of the expenditures come from park districts ($1.6 billion), followed by forest preserve/ conservation districts (nearly $400 million) and SRAs ($33 million).

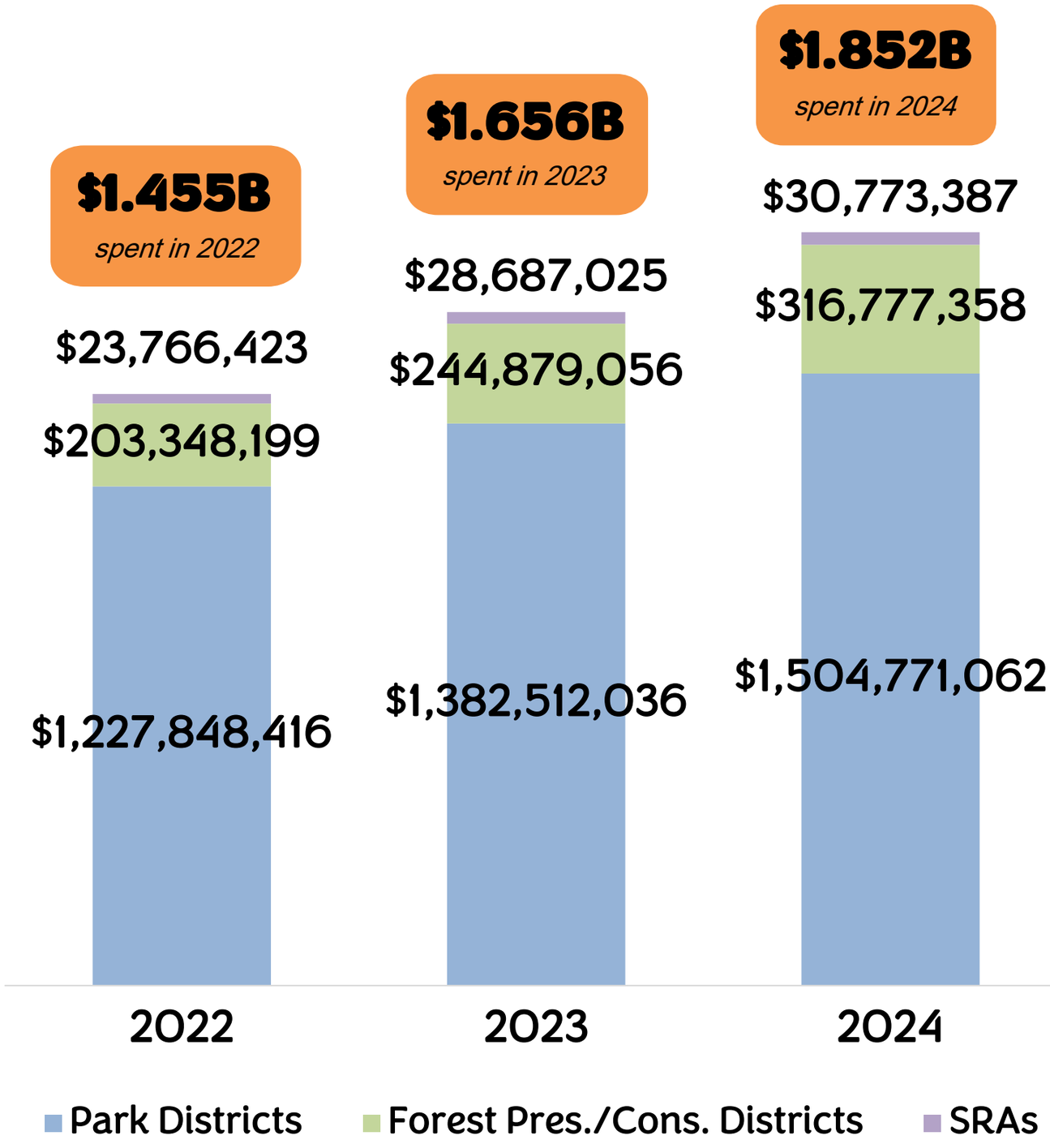
Main Expenditure Categories*:

- Employee Compensation **37%**
- Construction **18%**
- Debt Service **13%**
- Contracted Services **12%**

** All participating IAPD members*

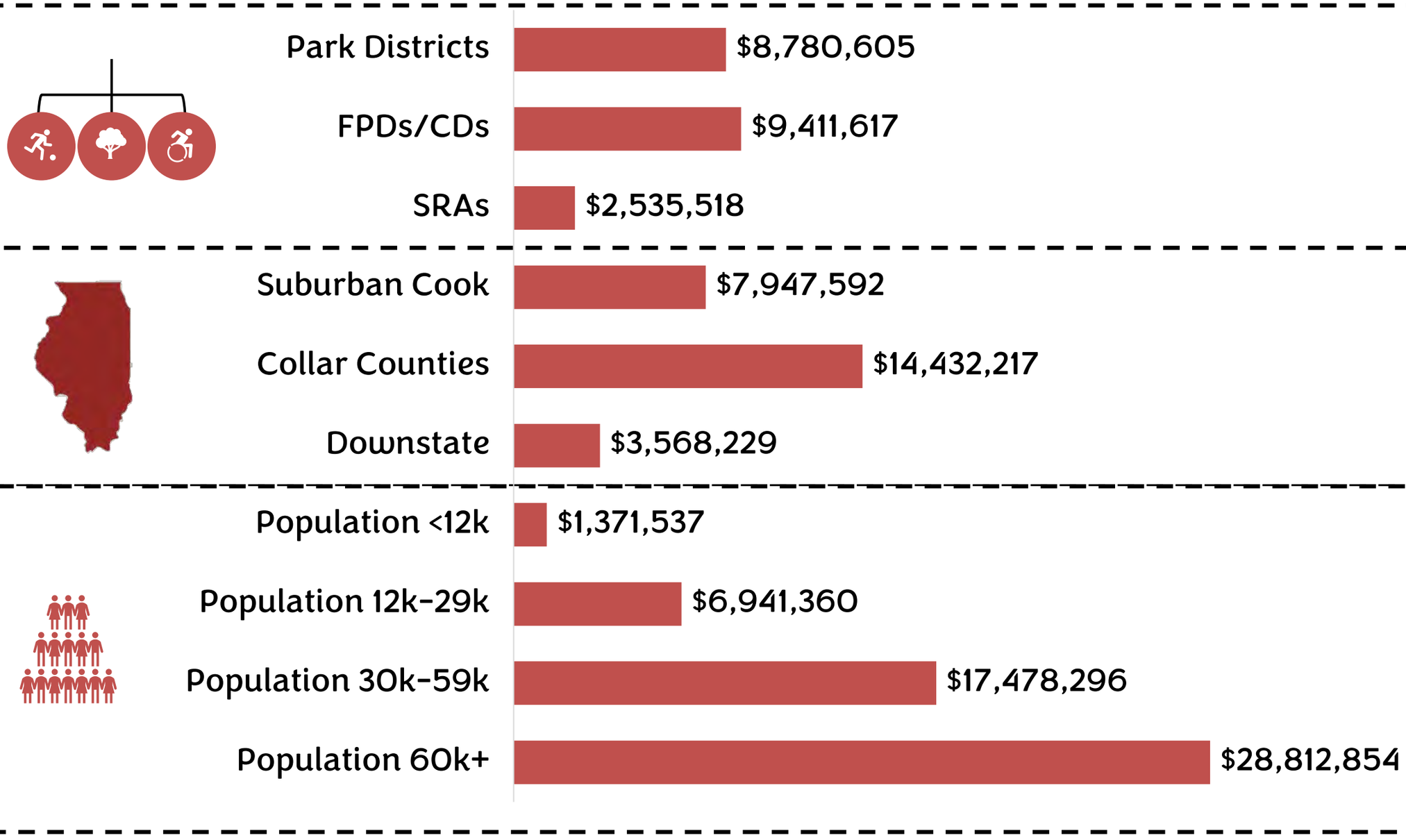
Total IAPD agency expenditures tend to increase roughly $200 million year-to-year.

Of the agencies that provided trended data...



Note: Chart reflects agencies that also provided data from 2022 and 2023.

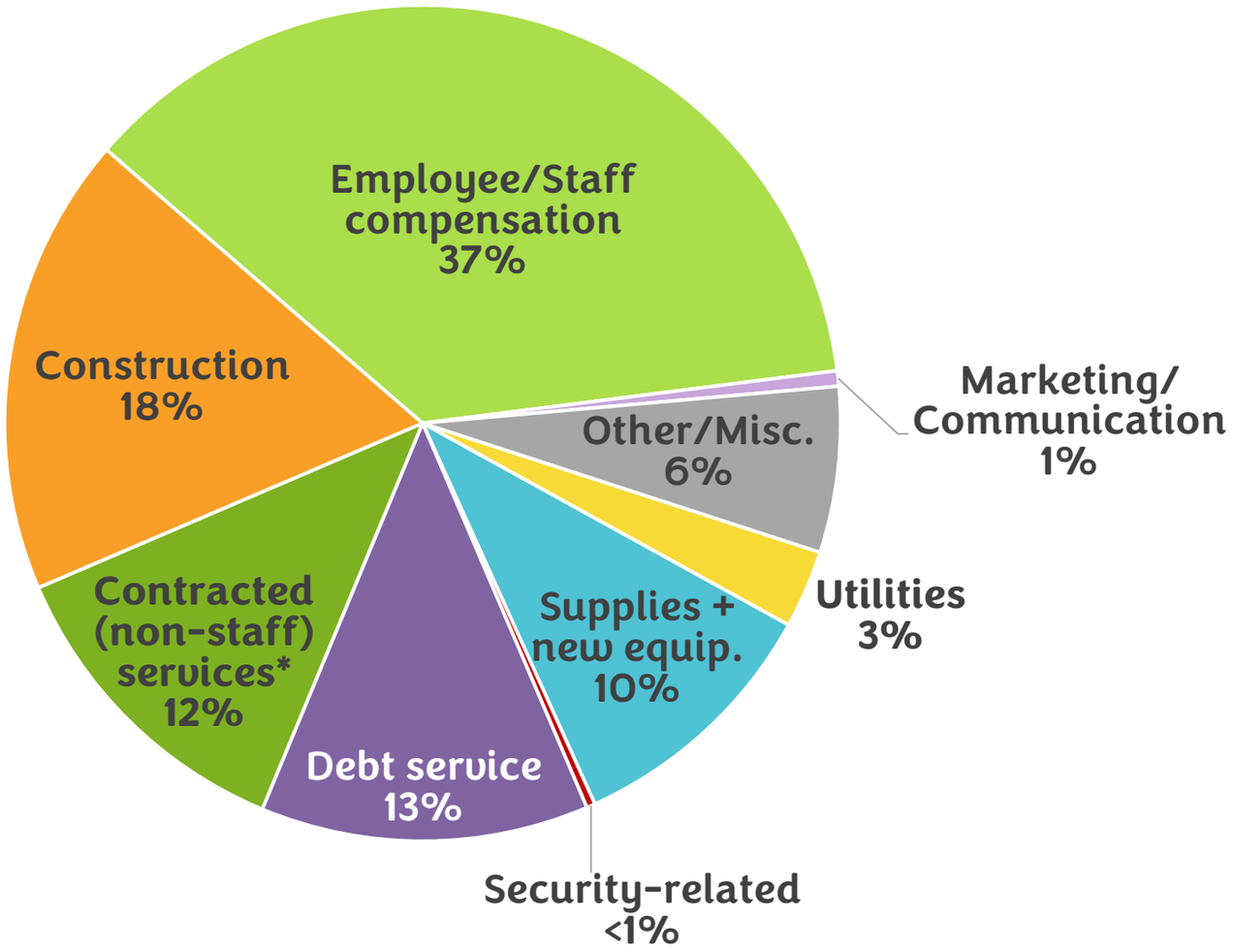
Median Expenditure by Member Type & Park District Profiles



Of the total expenditures reported by these agencies…

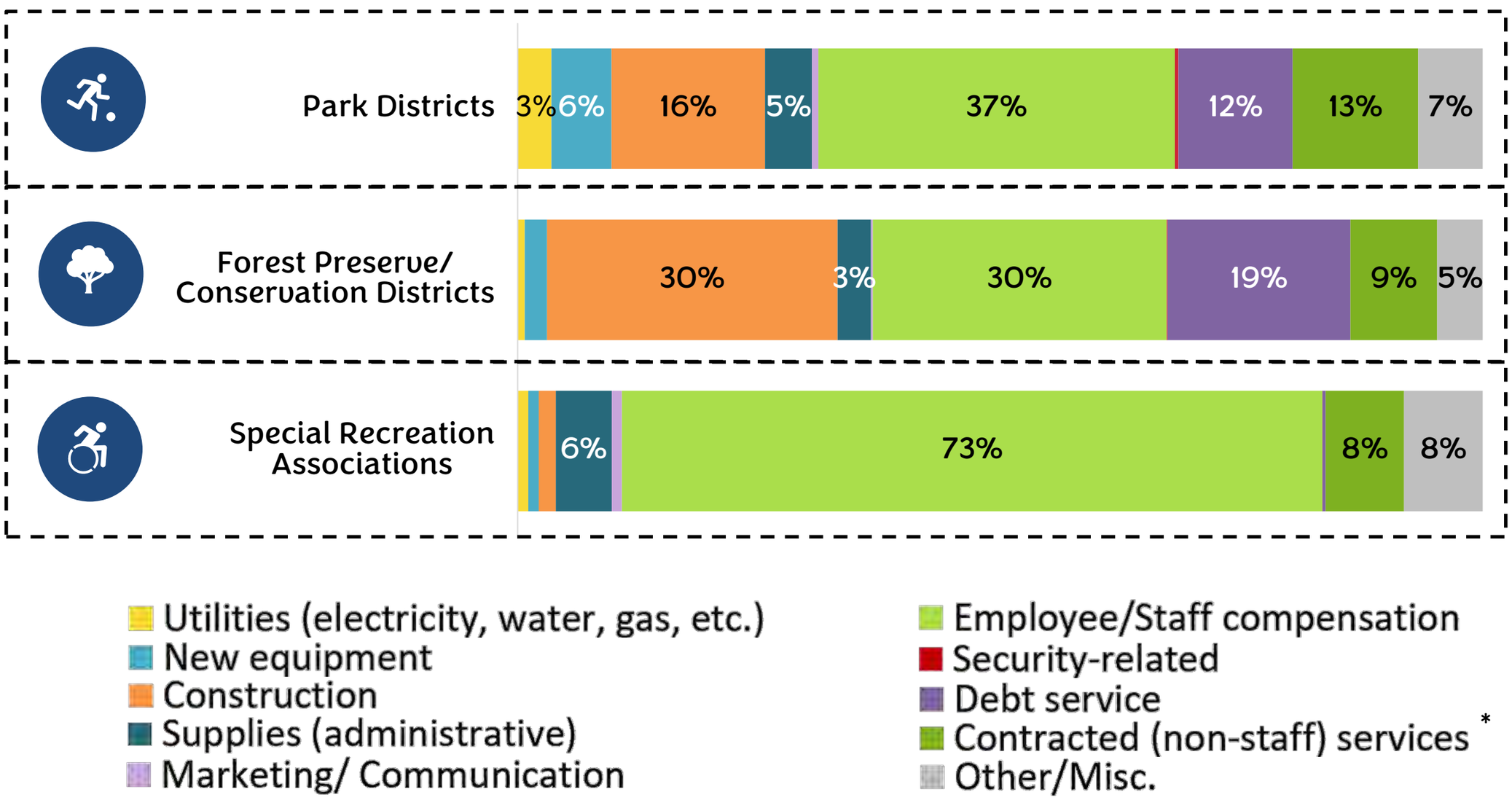
- About a third of total expenditures goes to staff compensation and benefits (37%).

- The rest goes largely to construction (18%), debt service (13%), contracted (non-staff) services* (12%), and supplies/ new equipment (10%).



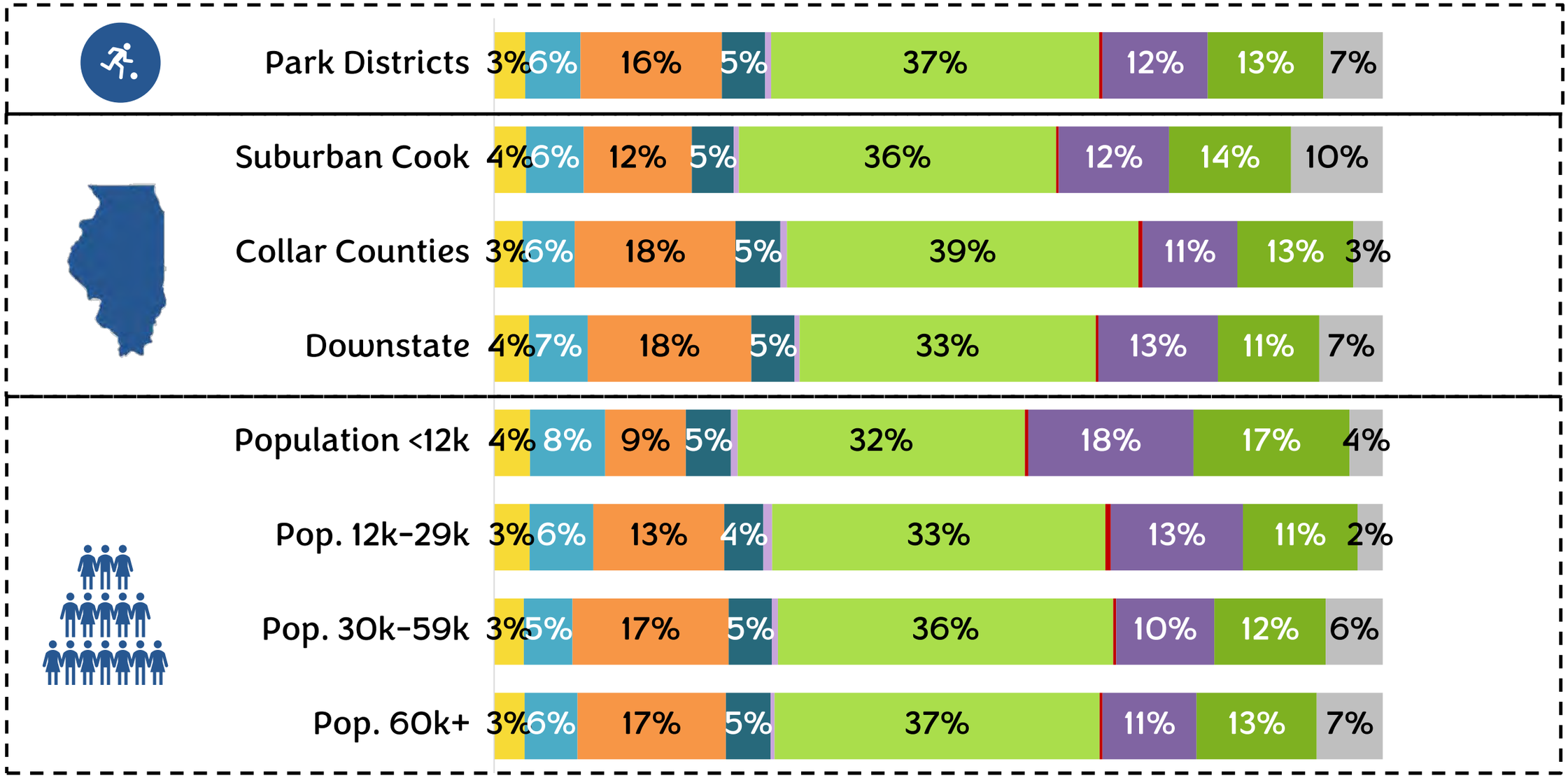
** e.g., legal, accounting, P&C insurance, IT support, risk management, architects/engineers, training/CE, maintenance, etc.*

Expenditure Categories by Member Type



** e.g., legal, accounting, P&C insurance, IT support, risk management, architects/engineers, training/CE, maintenance, etc.*

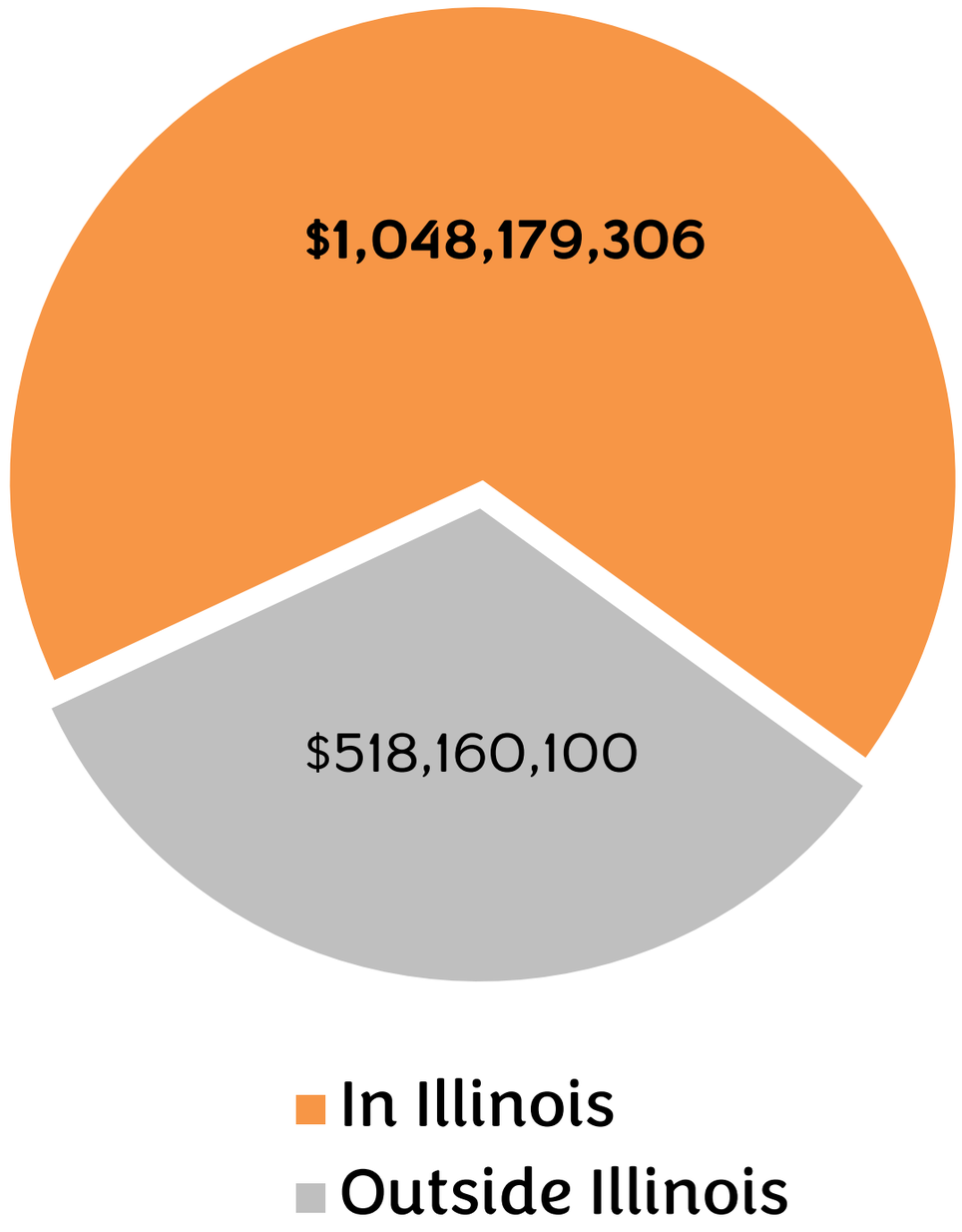
Park District Expenditure Categories by Region/Population



** e.g., legal, accounting, P&C insurance, IT support, risk management, architects/engineers, training/CE, maintenance, etc.*

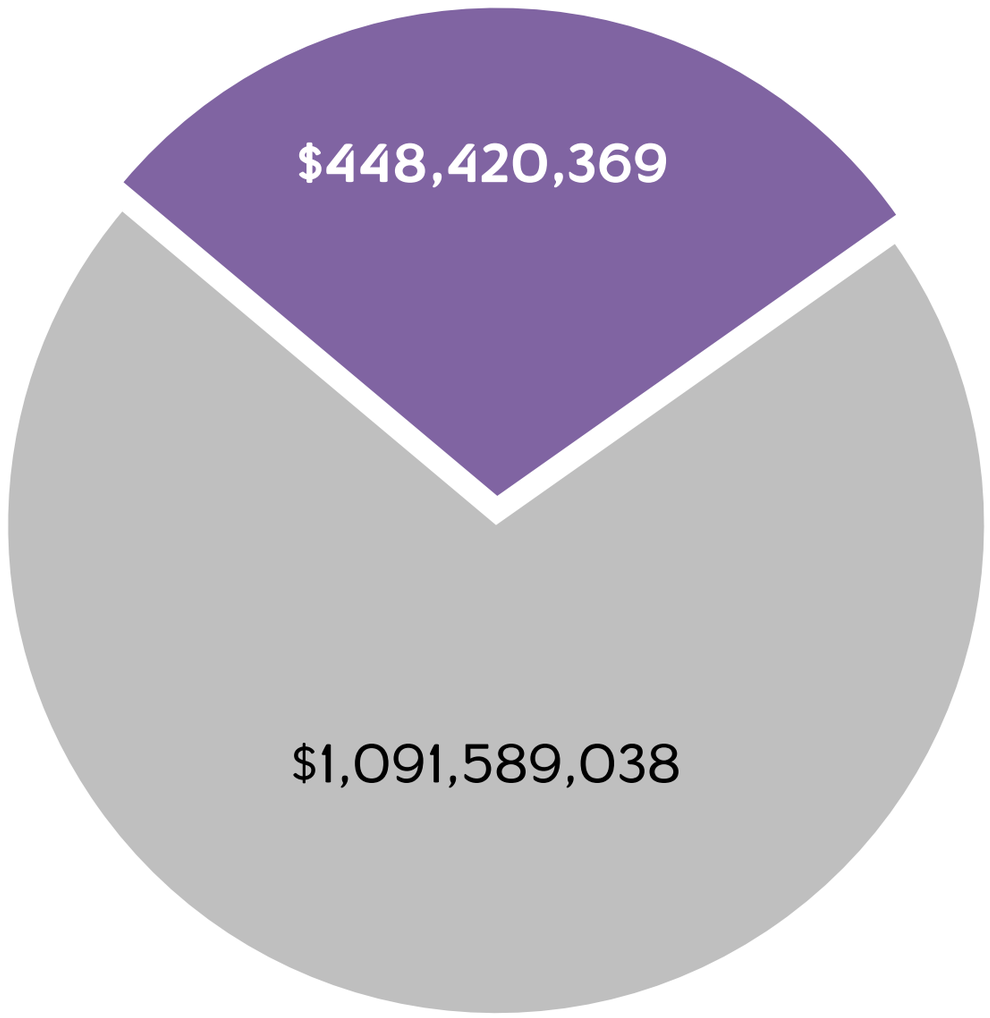
Re-Investment in Illinois:

Agency Expenditures Staying Within the State

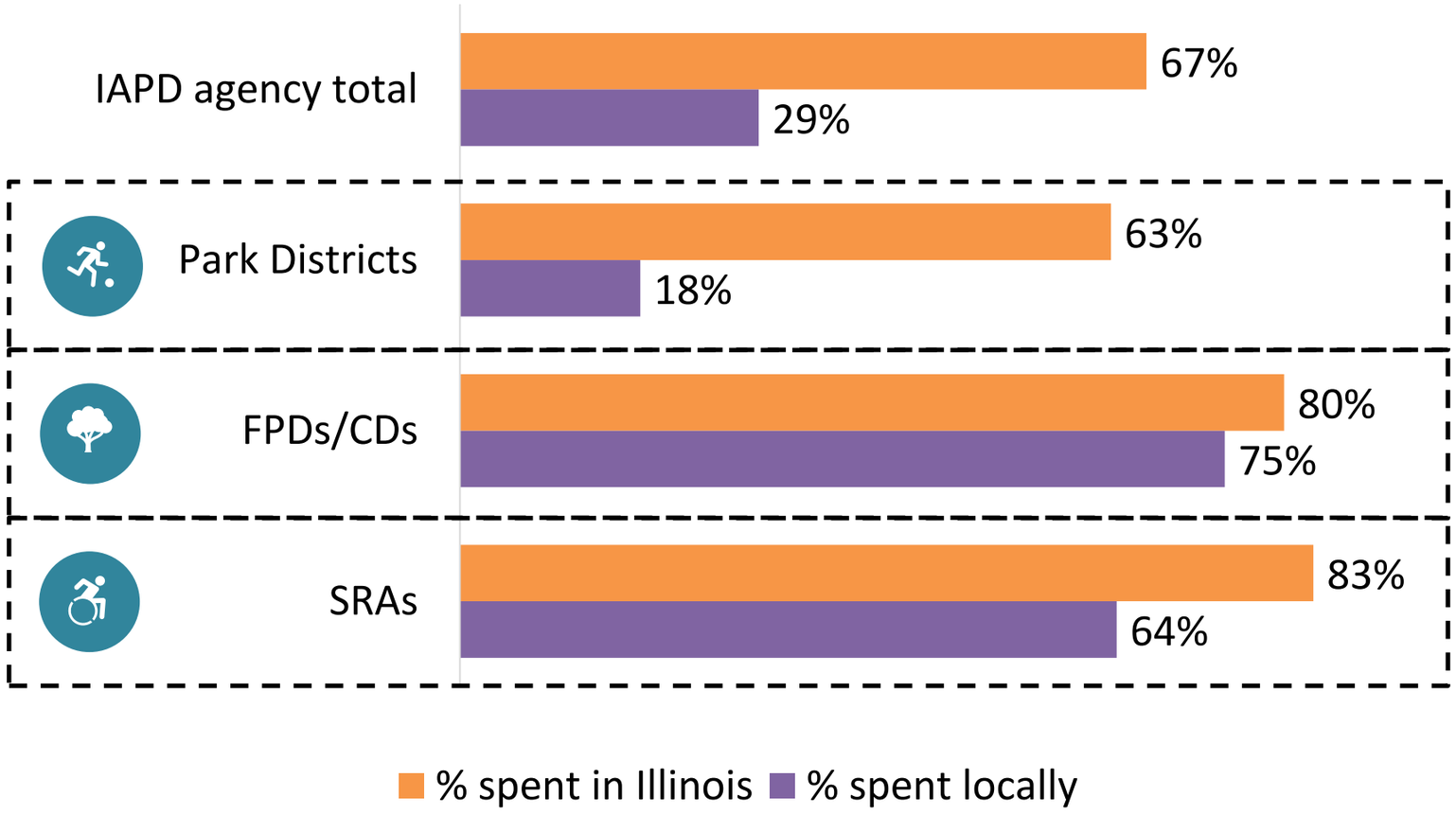


Re-Investment Locally:

Agency Expenditures Staying within Community Served



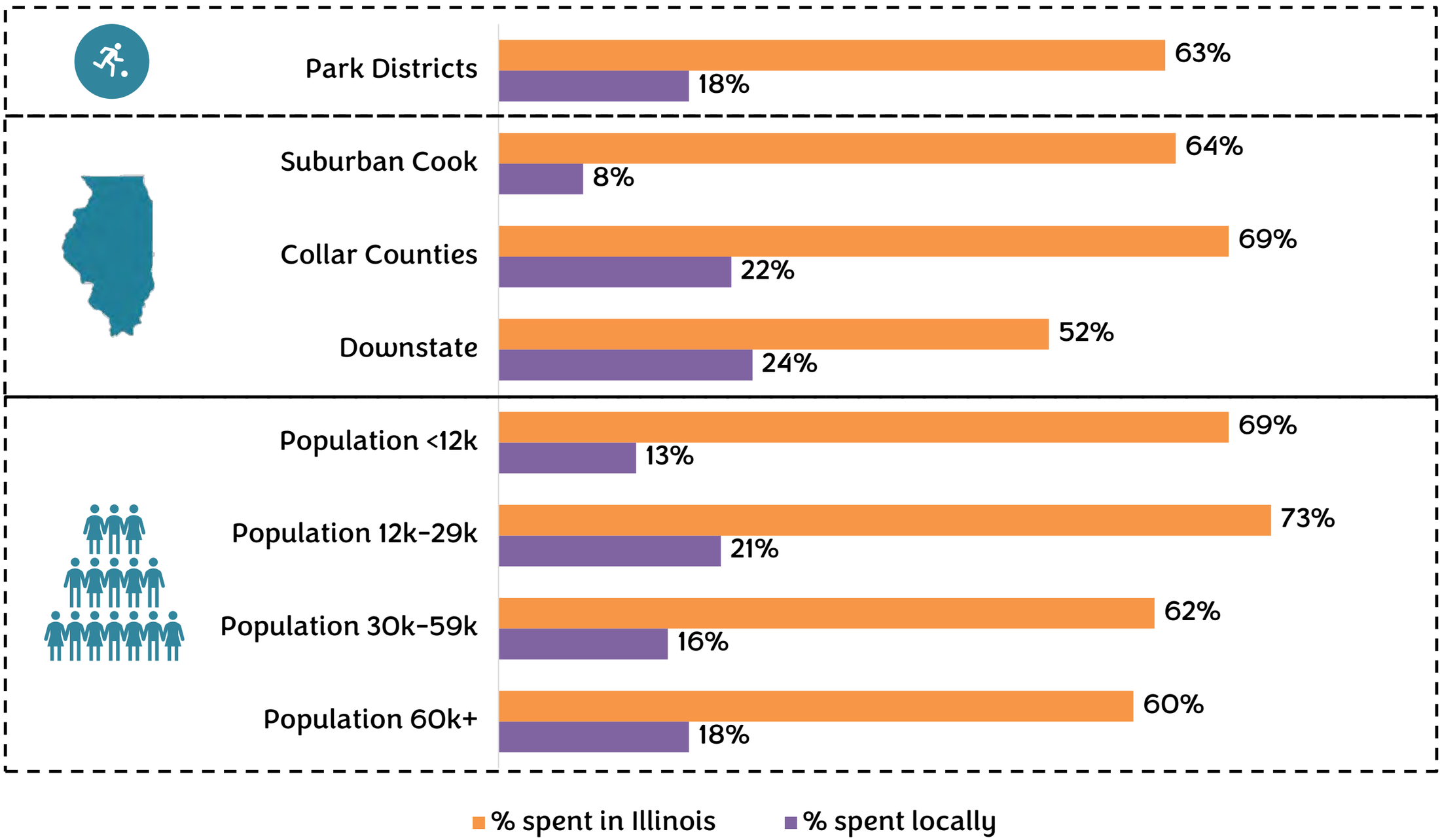
Re-Investment Statewide and Locally by Member Type *(agency medians)*



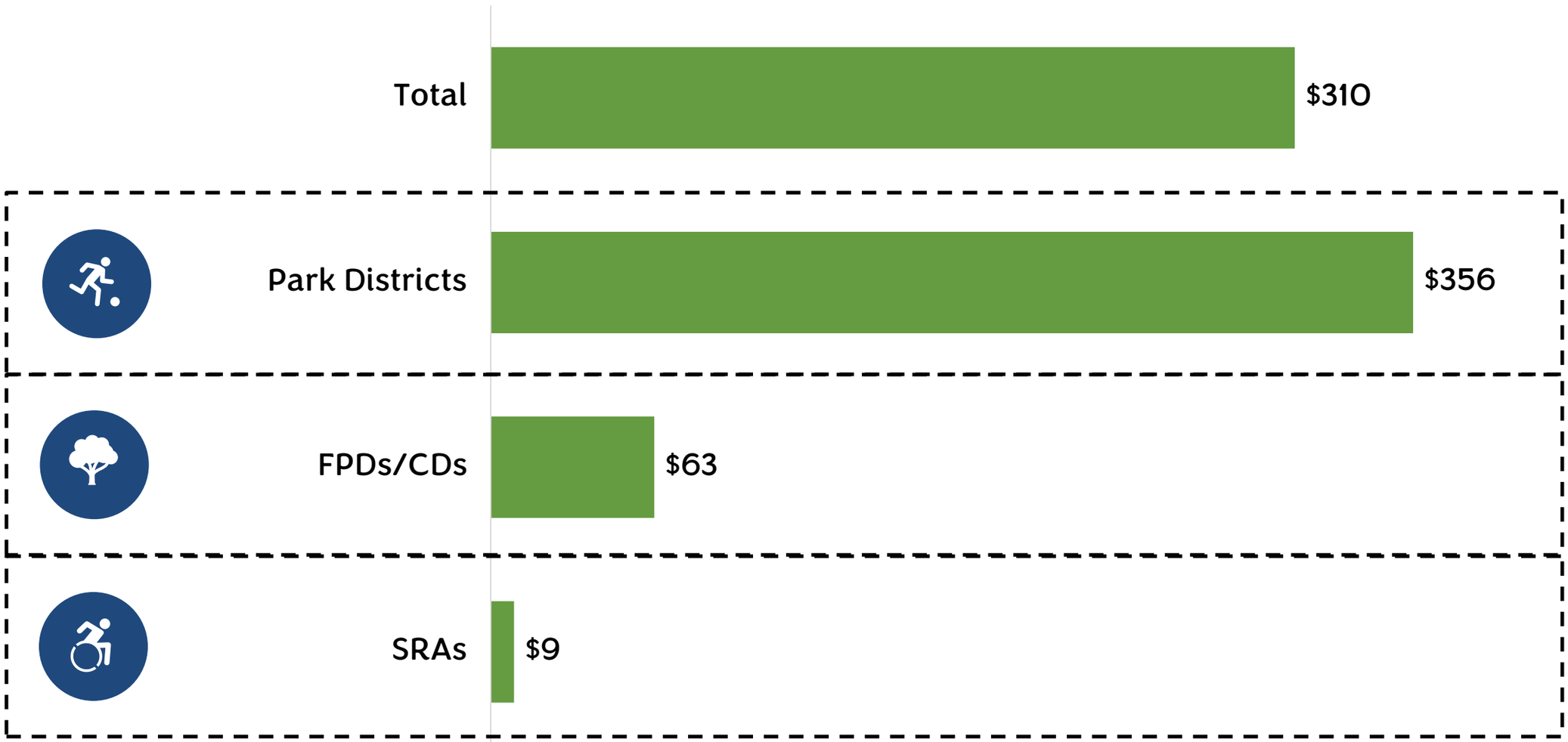
$1,048,179,306
spent in Illinois

$448,420,368
spent in local community/ies served by agency

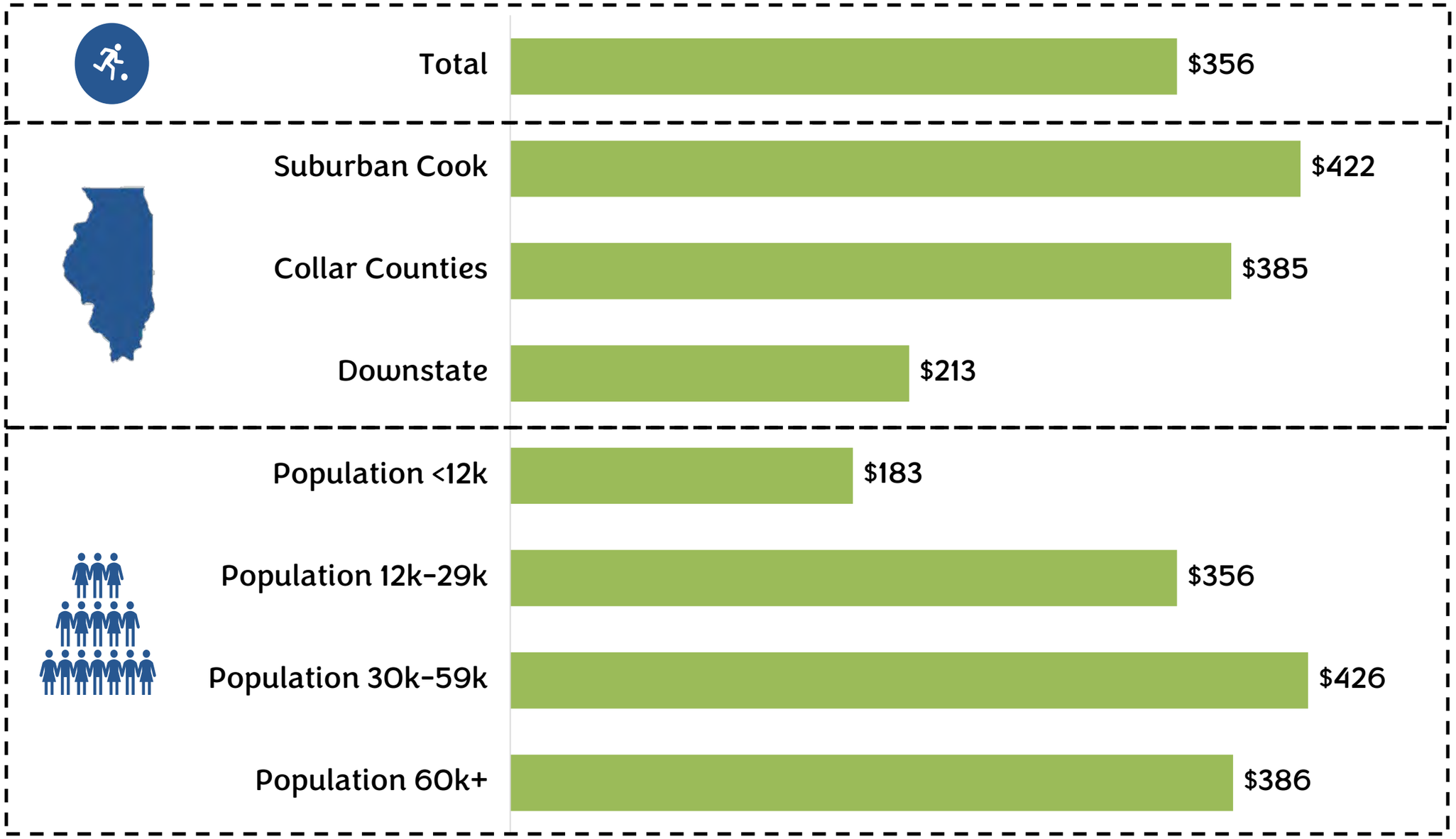
Re-Investment Statewide and Locally by Park District Region/Population *(agency medians)*



Per Capita Expenditures by Member Type *(median)*



Park District Expenditures per Capita *(median)*



Park Districts:
Expenditures and Residential Property Tax per Capita

- **<u>Per resident,</u>** for every $1 of property taxes that goes to local park districts…



- … $2.88 on average is expended to deliver the parks, facilities, programs and services. *



* With program and membership fees, rentals, other self-generated revenue, corporate taxes and grants representing other major funding sources.
2024 Residential property tax data provided by Illinois Department of Revenue. Median $ amounts shown.

Appendix

Participating Agencies:

Park Districts:

- Allin Township Park District
- Alsip Park District
- Arlington Heights Park District
- Bartlett Park District
- Batavia Park District
- Beardstown Community Park District
- Belvidere Park District
- Berkeley Park District
- Bloomingdale Park District
- Bolingbrook Park District
- Bourbonnais Township Park District
- Brookeridge Park District
- Buffalo Grove Park District
- Byron Park District
- Calumet Memorial Park District
- Carol Stream Park District
- Cary Park District
- Champaign Park District
- Channahon Park District
- Coloma Township Park District
- Crete Park District
- Crystal Lake Park District
- Darien Park District
- Decatur Park District
- Deerfield Park District
- DeKalb Park District
- Des Plaines Park District
- Dixon Park District
- Downers Grove Park District
- Elk Grove Park District
- Elmhurst Park District
- Flagg-Rochelle Community Park Dist.
- Foss Park District
- Fox Valley Park District
- Frankfort Park District
- Franklin Park, Park District of
- Freeport Park District
- Geneseo Park District
- Geneva Park District
- Genoa Township Park District
- Glen Ellyn Park District
- Glencoe Park District
- Glenview Park District
- Golf Maine Park District
- Grandwood Park Park District
- Granite City Park District
- Grayslake Community Park District
- Gurnee Park District
- Hampshire Township Park District
- Harrisburg Township Park District
- Herrin Park District
- Highland Park, Park District of
- Hoffman Estates Park District
- Hollis Park District
- Homewood-Flossmoor Park District
- Huntley Park District
- Inverness Park District
- Itasca Park District
- Kewanee Park District
- Kingsbury Park District
- La Grange, Park District of
- Lake Barrington Countryside Park Dist.
- Lemont Park District
- Lena Community Park District
- Lindenhurst Park District
- Litchfield Park District
- Lockport Township Park District

Participating Agencies:

Park Districts (ctd.):

- Lombard Park District
- Macomb Park District
- Manhattan Park District
- Marengo Park District
- Metro East Park & Recreation Dist.
- Midlothian Park District
- Momence Park District
- Morton Park District
- Mt. Prospect Park District
- Mundelein Park & Recreation District
- Naperville Park District
- New Lenox Community Park District
- Niles Park District
- North Berwyn Park District
- Northbrook Park District
- Oak Brook Park District
- Oak Forest Park District
- Oak Lawn Park District
- Oak Park, Park District Of
- Olympia Fields Park District
- Oregon Park District
- Oswegoland Park District
- Palatine Park District
- Park District of Forest Park
- Park Ridge Park District
- Pekin Park District
- Pleasure Driveway & Park Dist. of Peoria
- Plainfield Park District
- Pleasant Dale Park District
- Princeton Park District
- Prospect Heights Park District
- Quincy Park District
- Ridgeville Park District
- Riverdale Park District
- Rolling Meadows Park District
- Round Lake Area Park District
- Saint Charles Park District
- Salt Creek Rural Park District
- Sandwich Park District
- Schaumburg Park District
- Skokie Park District
- South Barrington Park District
- Springfield Park District
- Sterling Park District
- Streamwood Park District
- Sugar Grove Park District
- Sycamore Park District
- Tinley Park Park District
- Urbana Park District
- Vernon Hills Park District
- Washington Park District
- Waterloo Park District
- Waukegan Park District
- West Chicago Park District
- Westmont Park District
- Wheaton Park District
- Wheeling Park District
- Wildwood Park District
- Wilmette Park District
- Winnetka Park District
- Wood Dale Park District
- Woodridge Park District
- Zion Park District

Participating Agencies:

Forest Preserve/Conservation Districts:

- Boone County Conservation District
- Byron Forest Preserve District
- Champaign Co Forest Preserve District
- Forest Preserve District of DuPage Co.
- Forest Preserve District of Kane County
- Kankakee River Valley Forest Preserve District
- Lake County Forest Preserves
- Macon County Conservation District
- McHenry County Conservation District
- Rock Island County Forest Preserve District
- Vermilion County Conservation District
- Forest Preserve District of Will County

Special Recreation Associations:

- Fox Valley Special Recreation Association
- Lincolnway Special Recreation Association
- Maine-Niles Association of Special Recreation
- Northeast Du Page Special Recreation Association
- Northern Suburban Special Recreation Association
- Northern Will County Special Recreation Association
- SEASPAR
- South Suburban Special Recreation Association
- South West Special Recreation Association
- Special Recreation Association of Central Lake County
- West Suburban Special Recreation Association
- Western DuPage Special Recreation Association

VIII. Action Item

A. Approval of Bid for Glencoe Beach Project

Glencoe Park District
June 2026 Board Meeting

MEMORANDUM

TO: Board of Commissioners
FROM: Lisa Sheppard, Executive Director, and Kyle Kuhs, Director of Parks and Planning
SUBJECT: Beach Improvements Project Bid Discussion
DATE: June 4, 2026

At the June 2 Committee of the Whole meeting, the Board discussed the bid results for the Beach Improvement Project. Schaefges Brothers submitted the apparent low bid with a base bid of **$3,926,500**, while Stuckey Construction submitted a base bid of $4,352,188. Staff also requested pricing for five alternates (4 of which were received), totaling **$100,900**. Following discussion, the Board reached consensus to advance the project for approval and acceptance of Base Bid Packages 1, 2, and 3, along with Alternates 1, 2, 4, and 5, which would result in a total projected construction cost of **$4,527,400** (base bids, alternates, and owner items).

Acceptance of the recommended bid package is projected to result in a construction cost overage of approximately $907,400 (25%) above the original construction budget. However, when accounting for design savings realized throughout the project, the total project cost (design and construction) is projected to exceed the original overall project budget by approximately 20%. Despite the overage, the Board noted that overall Fund 68 referendum remains financially sound. Favorable initial bond proceeds and interest income, coupled with significant savings on the Maintenance Center/Ballfield Project and lower-than-anticipated design costs across referendum projects, offset the Beach Project increase and leave the fund balance in a healthy position heading into the final referendum project (stairs, ramps, and retaining walls).

Recommendation:

Acceptance of base bids 1,2,3 and alternates 1,2,4,5 from Schaefges Brothers in the amount of $4,027,400 as presented.

Attachments:

Schaefges Brothers Bid Package

Bid Tabulation

Contract Documents

Bid Tabulation: Glencoe Beach Improvements

5/29/2026 1:00 PM

$3,926,500

Company Name	Addendum Acknowledged	Beach House Improvements	Site Improvements	Playground and Splash Pad Improvements	Alt #1	Alt #2	Alt #3	Alt #4	Alt #5
Schaefers Bros.	✓	1,679,500	1,260,000	987,000 ($3,926,500)	24,700	24,700	No	40,000	15,500
Stuckey	✓	1,685,000	1,695,000	972,188	11,000	8,000	11,000	39,000	34,000
				(4,352,188)					

Glencoe Park District
Glencoe Beach Facilities and Playground Improvements
55 Hazel Avenue, Glencoe, IL

Issued for Bid May 11, 2026

BID FORM

PROPOSAL

Submit in duplicate. All blanks shall be filled in. Any areas not filled in completely may result in disqualification.

Company Name:	Schaefges Bros. Inc.
Company Phone Number:	847-537-3330
Company Email Address:	ken@sbigc.com
Contact Name:	Kenneth Schaefges
Contact Address:	851 Seton Court, Suite 2A Wheeling, IL 60090
Contact Phone Number:	847-537-3330

Project: Glencoe Park District
Glencoe Beach Facilities and Playground Improvements
55 Hazel Avenue
Glencoe, IL

To:
Mr. Matthew Duggan
mduggan@wightco.com
Wight & Company
2500 North Frontage Road
Darien, IL 60561

With copies to:
Mr. Kyle Kuhs
kkuhs@glencoeparkdistrict.com
Glencoe Park District
999 Green Bay Road
Glencoe, IL 60022

1. BASE BIDS

The undersigned, having become familiar with local conditions affecting the cost of the work and with the Contract Documents including, but not limited to, bidding requirements, Conditions of the Contract, the Drawings and Specifications, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, the entire work in conjunction with:

Glencoe Park District – Glencoe Beach Facilities and Playground Improvements

In accordance with the Contract Documents (including General, Supplemental and Special conditions, Instructions to Bidders, Invitation to Bid, Proposal Form, Drawings, and Specifications listed in Summary of Work), including Addenda No.'s 1, _____, _____, issued thereto for the sum of:

Glencoe Park District
Glencoe Beach Facilities and Playground Improvements
55 Hazel Avenue, Glencoe, IL

Issued for Bid May 11, 2026

BID FORM

Base Bid– Glencoe Beach Facilities and Playground Improvements

BASE BID COST BREAKDOWN - The base bid cost breakdown by trade is as follows generally as shown on bid documents:

1. **Beach House Interior Renovations:** As shown on Wight & Company Documents.

   One Million Six Hundred Seventy Nine Thousand Five Hundred & 00/100 DOLLARS ($ 1,679,500.00)

2. **Site Improvements:** Including Sun Shelters, Beach Storage and associate sidewalks as shown on Wight & Company Documents

   One Million Two Hundred Sixty Two Thousand and 00/100 DOLLARS ($ 1,260,000.00)

3. **Playground and Splash Pad Improvements:** Including Playground, water feature, and associate sidewalks as shown on Upland Design Documents

   Nine Hundred Eighty Seven Thousand and 00/100 DOLLARS ($ 987,000.00)**

   ***** Provide itemized breakdown of bid for Playground and splash pad using the form on the following page.***

TOTAL (OF ABOVE BID BREAKOUTS) $ 3,926,500.00 **Dollars**

The Contractor acknowledges that this is to be a lump sum contract and not a unit price contract. Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract plus any additive or deductive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be accepted.

3. ALTERNATES

ALT- 01 Concrete Walk West Of Boat House $ 24,700.00 **Dollars**
Description: Add new concrete sidewalk as shown on Civil Engineering Drawings.

ALT-02 Concrete Walk And Ramp East Of Boat House $ 24,700.00 **Dollars**
Description: Remove existing wood deck and replace with new concrete sidewalk and ramp.

ALT-03 Electrical Feed To Sun Shelter $ No Bid **Dollars**
Description: Disconnect existing power fee from Water Plant, building and provide new electrical feed from beach house

BID FORM

ALT-04 Kayak Storage Rack Finish $ 40,000.00 **Dollars**
Description: Provide anodized finish from Manufacture's standard colors In Lieu Of Mill Finish

ALT-05 Integral Color Concrete $ 11,500.00 **Dollars**

Description: Provide integral color concrete mix on retaining wall as shown on Civil Engineering Drawings.

4. REJECTION AND WITHDRAWAL OF BID

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any informalities in bidding. It is agreed that this bid (base bid, alternatives, and unit prices) may not be withdrawn for a period of sixty (60) days from the opening thereof.

5. TIME OF COMPLETION

If awarded the contract, the undersigned agrees to complete same within 240 calendar days from and including the date of the Notice of Award.

CONTRACTOR: Schaefges Bros. Inc.

By: _____
Kenneth Schaefges

Title: President

Date: 05/29/2026

Where bidder is a corporation, add:

Attest: _____
Julie Schaefges
Secretary (Seal)

Bid Proposal for:
Glencoe Beach Playground Renovation

UPDATED: 05/21/2026

Contractor: Schaefges Bros. Inc.

TO: Glencoe Park District
Glencoe Beach Playground Renovation
55 Hazel Avenue
Glencoe, Illinois 60022

Project # 1369

The undersigned bidder has carefully examined the plans and specifications for Glencoe Beach Playground Renovation, in Glencoe, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:
SF = Square Feet
SY = Square Yard
SFF = Square Face Feet
CF = Cubic Feet
CY = Cubic Yard
EA = Each
LF= Lineal Feet
LS = Lump Sum

Acknowledge Addendum: #1 05/21/26 **#2**_____ **#3**_____

PLAYGROUND AND SPLASH PAD ITEMIZED BASE BID

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Earthwork, Grading and Removals	1	LS	$ 131,393.30	$ 131,393.30
2	Silt Fence at Playground / Splash Pad	1	LS	$ 1,235.00	$ 1,235.00
Site Improvements					
3	Concrete Paving	6120	SF	$ 14.00	$ 85,680.00
4	Concrete Paving at Splash Pad	446	SF	$ 16.00	$ 7,136.00
5	Integral Curb at Walk	420	LF	$ 25.00	$ 10,500.00
6	Curb at Playground	120	LF	$ 45.00	$ 5,400.00
7	Rubber Tile Surfacing Including Transition	4495	SF	$ 34.38	$ 154,538.10
Site Amenities shall be purchased by Contractor, Contractor shall take delivery and fully install.					
8	Play Equipment and Swings (Item A - H)	1	LS	$ 210,044.00	$ 210,044.00
9	Waterfall with Sand Table (Item - I)	1	EA	$ 22,445.00	$ 22,445.00
10	Sandworks Classic (Item - J)	1	EA	$ 27,928.00	$ 27,928.00
11	Sail Boat with Pulley and Scoop (Item - K)	1	EA	$ 31,758.00	$ 31,758.00
12	Elevated Sand Table (Item - L)	1	EA	$ 12,266.00	$ 12,266.00
13	Splash Pad Equipment (Item M - Q)	1	LS	$ 86,510.00	$ 86,520.00
14	14'x14' Cantilevered Shade Sail (Item - R)	2	EA	$ 33,892.00	$ 67,784.00

Site Utility					
15	Manifold 4 Valves, Enclosure & Controller with RPZ	1	LS	$ 50,000.00	$ 50,000.00
16	Type K Copper Water Line -3/4"	78	LF	$ 141.54	$ 11,040.12
17	Type K Copper Water Line -1.5"	216	LF	$ 136.78	$ 29,544.48
18	Electric Connection and wiring	1	LS	$ 6,000.00	$ 6,000.00
Landscape					
19	Natural Stone Outcrop	12	EA	$ 2,167.75	$ 26,013.00
20	Ornamental Grasses	85	EA	$ 115.00	$ 9,775.00

Playground and Splash Pad Bid Subtotal $ 987,000.00

Subtotal in Writing:

End of Bid Items - Fill out remainder of forms.
Provide 2 copies of bid form.

CONTRACTOR: Schaefges Bros, Inc.

CONTACT: Kenneth Schaefges SIGNATURE:

PHONE: 847-537-3330 FAX: 847-537-7439

ADDRESS: 851 Seton Ct., Suite 2A

Wheeling, IL 60090

List Surety Company Which Contractor will be using for Performance and Payment Bonds:
Fidelity & Deposit Co. of Maryland

BID FORM

6. **RELEVANT PROJECT EXAMPLES** *see attached "Project History" sheets

Project Example #1

Project Name: _____

Project Location: _____

Client / Organization Name: _____

Client Contact Person: _____

Client Contact Phone / Email: _____

Project Start Date: _____

Project Completion Date: _____

Total Project Cost / Contract Amount: _____

Scope of Work

Describe the project scope, services provided, and overall objectives:

_____

_____

_____

_____

Project Example #2

Project Name: _____

Project Location: _____

Client / Organization Name: _____

Client Contact Person: _____

Client Contact Phone / Email: _____

Project Start Date: _____

Project Completion Date: _____

Total Project Cost / Contract Amount: _____

Scope of Work

Describe the project scope, services provided, and overall objectives:

_____

_____

_____

_____

BID FORM

Project Example #3

Project Name: _____

Project Location: _____

Client / Organization Name: _____

Client Contact Person: _____

Client Contact Phone / Email: _____

Project Start Date: _____

Project Completion Date: _____

Total Project Cost / Contract Amount: _____

Scope of Work

Describe the project scope, services provided, and overall objectives:

_____

_____

_____

_____

END OF SECTION

CERTIFICATIONS AND SIGNATURE

The undersigned has checked the plan(s), specifications and the above figures and understands that he shall be responsible for any errors or omissions based upon these specifications as submitted on the Bid Form.

It is understood and agreed that the Glencoe Park District reserves the right to accept or reject any or all bids and to waive any formality in any bid received.

The undersigned further declares that this bid is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion or fraud, that no member of the Glencoe Park District Board of Commissioners or other officer of the Glencoe Park District, or any person in the employ of the Glencoe Park District is directly or indirectly interested in this bid, or in any portion of the profits thereof.

FIRM NAME: Schaefges Bros. Inc

ADDRESS: 851 Seton Court, Suite 2A

CITY: Wheeling STATE: IL ZIP: 60090

PHONE (847) 537-3330 FAX (847) 537-7439

WEB ADDRESS: Sbigc.com E-MAIL: ken@sbigc.com

Bid Form is not valid unless properly signed:

SIGNATURE: Kenneth Schaefges TITLE: President

DATE: 05/29/2026

ADDENDUM

Each bidder for this project shall be responsible for acknowledging all addenda that are issued by the Glencoe Park District during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1

Kenneth Schaefges President

Signature Title

ADDENDUM NO. 2

Signature Title

ADDENDUM NO. 3

Signature Title

ADDENDUM NO. 4

Signature Title

ADDENDUM NO. 5

Signature Title

ADDENDUM NO. 6

Signature Title

ADDENDUM NO. 7

Signature Title

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

In Compliance 720 ILCS 5/33E-11:

Schaefges Bros. Inc., a (n) Corporation

Print name of Contractor — Individual, Partnership, and Corporation

As part of his bid on the above referenced contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

05/29/2026

Date

Contractor

By: Kenneth Schaefges

Its: President

Title

STATE OF ILLINOIS)
) SS
COUNTY OF IL)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Kenneth Schaefges appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 05/29/2026 Notary Public: Christine Forssander

OFFICIAL SEAL
CHRISTINE FORSSANDER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/23/2027

AFFIDAVIT OF EXPERIENCE (This Affidavit must be executed)

STATE OF IL)
) SS: _____
COUNTY OF Cook)

Kenneth Schaefges, being duly sworn, says that he

is President of Schaefges Bros. Inc.
(sole owner, member of firm, corporate official) (Individual, firm)

Schaefges Bros. Inc., which has done work for the following parties of or
(Corporate name) the general kind and approximate magnitude required under this Contract:
(List project name, contact, and phone number)
See attached.

And that Schaefges Bros. Inc. owns or has available for
(He, said firm, said corporation) immediate use on the proposed work the following
Plant and equipment:

Back Hoe and Skidsteers

And that Schaefges Bros. Inc. will be assigned to work under this (name of
Superintendent) Contract, and that his experience in this kind of work is as follows:

Mike Reed - 20 Years Superintendent

(Signature) _____
Kenneth Schaefges

Subscribed and sworn to before me this 29th day of May, 2026, 2015.

_____
Notary Public Christine Forssander

OFFICIAL SEAL
CHRISTINE FORSSANDER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/23/2027

LIST OF SUBCONTRACTORS AND SUPPLIERS

The subcontractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Subcontractors	Work Assignment
Will provide if lowest bidder	

Suppliers	Material

CERTIFICATE OF COMPLIANCE DRUG FREE WORKPLACE ACT

Illinois Complied Statutes, Ch. 30, Sec. 580/1 et seq.

Schaefges Bros. Inc. contractor under a certain contract dated 05/29/2026

with the Glencoe Park District for Beach & Facilities/Playgroud Improv hereby certifies that said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;

2. Specifying the actions that will be taken against employees for violations of such prohibition.

3. Notifying the employee that, as a condition of employment on such contract, the employee will:

   a. abide by the terms of the statement; and

   b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

1 the dangers of drug abuse in the workplace;

2. the contractor's policy of maintaining a drug free workplace;

3. any available drug counseling, rehabilitation, and employee assistance programs; and

4. the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

D. Notifying the Glencoe Park District within 10 days after receiving notice under part

(b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted as required by paragraph (H) below.

F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug free workplace throughout implementation of the foregoing.

H. Employee sanctions and remedies. A contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:

1. Take appropriate personnel action against such employee up to and including termination; or

2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Contractor: _____

By: Kenneth Schaefges

Its: President

SUBSCRIBED AND SWORN to

before me this 29th day of May, 2026 ~~;2023~~

_____
Notary Public Christine Forssander

OFFICIAL SEAL
CHRISTINE FORSSANDER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/23/2027

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, being duly sworn and as an authorized representative of the Bidder, do state as follows:

1. That the bidder has not, does not, and will not engage in discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, military service or sensory, physical or mental disability, in the hiring or firing of employees; and

2. That the bidder is, in fact, an equal opportunity employer; and

3. That the bidder shall not commit an unfair employment practice and shall take affirmative action to ensure that no unfair employment practice is committed.

Contractor: Schaefges Bros. Inc.
(Print Name of Contractor)

Signed: Kenneth Schaefges
(Signature of Authorized Officer)

Printed Name of Signatory: Kenneth Schaefges

As It's: President
(Title of Signatory)

Date: 05/29/2026 ,~~20~~

****

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Kenneth Schaefges appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Contractor, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Contractor.

Dated: 05/29/2026 ,~~20~~

(Notary Public)
Christine Forssander

[Notary Seal]

OFFICIAL SEAL
CHRISTINE FORSSANDER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/23/2027

SEXUAL HARASSMENT POLICY CERTIFICATION

As part of his/her proposal on the enclosed Contract, the undersigned ("Contractor") hereby certifies that Contractor has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including at least the following:

1. a statement on the illegality of sexual harassment;
3. a description of sexual harassment, utilizing examples;
4. an internal complaint process, including penalties;
5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation, as provided by Section 6-101 of the Act.

Contractor further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

Contractor: Schaefges Bros. Inc.
(Print Name of Contractor)

Signed: Kenneth Schaefges
(Signature of Authorized Officer)

Printed Name of Signatory: Kenneth Schaefges

As It's: President
(Title of Signatory)

Date: May 29th , 20 26 **********

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Schaefges Bros. Inc. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Contractor, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Contractor.

Dated: May 29th, 20 26

Christine Forssander
(Notary Public) Christine Forssander

OFFICIAL SEAL
CHRISTINE FORSSANDER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/23/2027

DOCUMENT SUMMARY

CONTRACTOR: Schaefges Bros. Inc.

By: Kenneth Schaefges

Title: President

Date: 05/29/2026

Where bidder is a corporation, add:

Attest: Julie Schaefges
Julie Schaefges
Secretary (Seal)

END OF SECTION

SBI General Contractors

Schaefges Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790
Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

CORPORATE RESUME

EMPLOYEE	TITLE	EMPLOYMENT DATE	UNION AFFILIATION	COLLEGE DEGREE
Kenneth Schaefges	President	05/26/83	Operating Engineer	Architect Tech.
Julie Schaefges	Corp. Secretary	03/21/19	None	
Chad Karecki	Project Manager	01/04/06	None	Finance
Mark Reed	Superintendent	03/12/74	Operating Engineer	
Martin Pantoja	Superintendent	04/07/92	Carpenter	
Michael Reed	Superintendent	06/05/06	Carpenter	Business Management
Christine Forssander	Project Accountant	09/05/95	None	Accounting Cert.

See the attached Schaefges Brothers, Inc. "Project History" that outlines the project responsibilities of our principal employees for the last 10 years.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kimberly Sawicki	
Brown & Brown Insurance Services, Inc. 263 Shuman Blvd., Suite 110 Naperville IL 60563	PHONE (A/C, No, Ext): (630) 245-4600	FAX (A/C, No): (630) 245-4601
	E-MAIL ADDRESS: Kim.Sawicki@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	United Fire & Casualty Company	13021
INSURER B :	Westchester Surplus Lines Insurance Company	10172
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Schaefges Bros., Inc
Schaefges Brothers, Inc
851 Seton Ct, Suite 2A
Wheeling IL 60090

COVERAGES **CERTIFICATE NUMBER:** 26/27 General **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Coverage is included [X] Contractual Liability is included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			60544548	04/11/2026	04/11/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			60544548	04/11/2026	04/11/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			60544548	04/11/2026	04/11/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		30304945	04/11/2026	04/11/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractors Pollution Liability Mold Coverage is included			G71745107008	04/11/2026	04/11/2027	Each Pollution Condition Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

Schaefges Brothers, Inc.
851 Seton Court, Suite 2A
Wheeling IL 60090

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kimberly A Sawicki
Kimberly Sawicki

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SBI

General Contractors

Schaefges Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790
Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

May 26, 2026

PROJECT HISTORY

GLENCOE SHELTON PARK NEW GREENHOUSE
Owner: Glencoe Park District – Kyle Kuhs, 847-835-7999
Architect: Wight & Company – Matthew Duggan
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $654,665.00
Completion Date: April 2026

JUAREZ COMMUNITY ACADEMY HIGH SCHOOL POOL
Owner: Chicago Public Schools
Construction Mgr.: Friedler Construction – Bill Hill – billh@friedlerconstruction.com
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: $821,787.00
Completion Date: January 2026

STONE PARK PAVILION CONCRETE
Owner: Village of Stone Park – Beniamino Mazzulla – 708-345-5550
Construction Mgr.: Vision Construction – Matthew Howe – matt.howe@visionconstruction.us
Project Manager: Chad Karecki8
Superintendent: Martin Pantoja
Contract Amount: $101,800.00
Completion Date: March 2026

ELGIN HIGH SCHOOL POOL RENOVATION
Owner: School District U-46 – Jolene Linneman 847-888-5000
Architect: DLA Architects, Ltd., Eric Kretschmer – 847-742-4063 e.kretschmer@dla-ltd.com
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $3,345,505.00
Completion Date: January 2026

WESTMONT PARK DISTRICT WARNER SPRAY PARK FILTRATION SYSTEM
Owner: Westmont Park District – Bob Fleck – 630-776-5452
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $225,022.00
Completion Date: November 2025

ST CHARLES SD 303 FACILITIES MASTER PLAN EAST HIGH SCHOOL EXTERIOR ENTRANCE
Owner: St Charles SD 303
Construction Mgr.: Pepper Construction Company – Joe DiCicco – jdicicco@pepperconstruction.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $215,905.00
Completion Date: September 2025

LAKE BARRINGTON COUNTRYSIDE PARK DISTRICT SPLASH PAD IMPROVEMENTS PROJECT
Owner: Lake Barrington Countryside Park District – Justin Dusek – just.dusek@gmail.com
Architect: Engineering Resource Associates, Inc. – 630-393-3060
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $172,039.00
Completion Date: August 2025

LAKE BLUFF BLAIR PARK
Owner: Lake Bluff Park District – John Bealer – 847-457-7346 – jbealer@lakebluffparkdistrict.org
Architect: WT Group, LLC – Todd Abrams – 224-293-6333 – tabrams@wtgroup.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $2,450,198.00
Completion Date: July 2026

NORTHBROOK PARK DIST. MEADOWHILL AQUATIC CENTER RENOVATION CONCRETE & POOL
Owner: Northbrook Park District – Chris Leiner – 847-291-2960
Construction Mgr. Bulley & Andrews – Michael Cottick – 773-645-5840 – mcottick@bulley.com
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $1,390,223.00
Completion Date: July 2025

ST CHARLES OTTER COVE SPLASH PAD RENOVATION
Owner: St. Charles Park District – Laura Rudow 630-513-4344 – lrudow@stcparks.org
Architect: Upland Design Ltd., - Heath Wright– 815-254-0091 – hwright@uplanddesign.com
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: $2,251,099.00
Completion Date: July 2025

SD 218 SHEPARD HIGH SCHOOL JV THEATER CONCRETE
Owner: Community HS District 218
Construction Mgr.: Pepper Const. Co. – Andrew House–312-590-9960 AHouse@pepperconstruction.com
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $1,736,700.00
Completion Date: July 2025

ELK GROVE VILLAGE OAKTON & BUSSE GATEWAY FOUNTAIN
Owner: Village of Elk Grove Village- Bryan Grippo
Construction Mgr.: Nicholas & Associates, Inc. Dave Torres – 847-394-6200 – dtorres@nicholasquality.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $882,778.00
Completion Date: July 2025

OAK LAWN MEMORIAL PARK BATHHOUSE
Owner: Oak Lawn Park District – Tom Hartwig – 708-857-2225
Construction Mgr: Hargrave Builders, Inc – Jake Skowronski – 847-742-7828–
jskowronski@hargravebuilders.com
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: $332,941.00

Completion Date: June 2025

SUNSET WOODS PARK IMPROVEMENTS
Owner: Park District of Highland Park – Ben Kutscheid – 847-579-3104 – bkutscheid@pdhp.org
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: $1,371,400.00
Completion Date: June 2025

DOLPHIN COVE AQUATIC CENTER POOL
Owner: Dundee Township Park District – Ken Saveley – 847-428-7131 – ksaveley@dtpd.org
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: $250,377.00
Completion Date: May 2025

ELMHURST MADISON EARLY CHILDHOOD CENTER RENOVATION SITEWORK
Owner: Elmhurst Unit School District 205
Construction Mgr.: International Contractors, Inc. – Joe Waltz – 630-834-8043 jwaltz@icibuilds.com
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $345,925.00
Completion Date: May 2025

HARPER COLLEGE BUILDING V PAVING IMPROVEMENTS
Owner: William Rainey Harper College
Construction Mgr.: Cage Civil Engineering – Aaron Bruder – 847-849-7726 abruder@cagecivil.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $540,277.00
Completion Date: October 2024

CONSOLIDATED HS DISTRICT 230 VICTOR J ANDEWS HS STARTING BLOCKS & DIVING BOARD
Owner: Consolidated HS District 230 – David Keating – 708-745-5203 dkeating@d230.org
Project Manager: Chad Karecki
Superintendent: Julio Pantoja
Contract Amount: $36,159.00
Completion Date: August 2024

ST CHARLES SD 303 FACILITIES MASTER PLAN CAST-IN-PLACE CONCRETE LINCOLN ES
Owner: St Charles SD 303
Construction Mgr.: Pepper Construction Company – Joe DiCicco – jdicicco@pepperconstruction.com
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $164,539.00
Completion Date: August 2024

ST CHARLES SD 303 FACILITIES MASTER PLAN CAST-IN-PLACE CONCRETE HAINES CENTER
Owner: St Charles SD 303
Construction Mgr.: Pepper Construction Company – Joe DiCicco – jdicicco@pepperconstruction.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $155,267.00
Completion Date: August 2024

VERNON HILLS TURTLE CREEK WATER PARK
Owner: Vernon Hills Park District – Jeff Fougerousse – jefff@vhparkdistrict.org – 224-343-3712
Construction Mgr.: Schaefges Brothers, Inc. – Ken Schaefges – ken@sbigc.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $1,632,512.00
Completion Date: July 2024

RICH TOWNSHIP HIGH SCHOOL DISTRICT 227 STEM DOOR 5 CONCRETE
Owner: Rich Township SD 227
Construction Mgr.: Pepper Const – Kristen Hannemann–khannemann@pepperconstruction.com –847-620-4018
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: $767,343.00
Completion Date: July 2024

VERNON HILLS CENTURY PARK PAVILION CONCRETE
Owner: Vernon Hills Park District – Jeff Fougerousse – jeff@vhparkdistrict.org – 224-343-3712
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $72,000.00
Completion Date: July 2024

SCHAUMBURG OLYMPIC PARK SUN SHADE
Owner: Schaumburg Park District – Mathew Gaynor – 847-985-2115 – magaynor@parkfun.com
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: $493,336.00
Completion Date: June 2024

BENSENVILLE WATER PARK POOL FINISH
Owner: Bensenville Park District – Joseph Vallez
Architect: Tria Architecture – Ronald McGrath – 630-455-4500
Project Manager:: Kenneth Schaefges
Superintendent: Kenneth Schaefges
Contract Amount: $783,000.00
Completion Date: June 2024

DUNDEE TOWNSHIP RAKOW CENTER DIVING WELL POOL REPAIRS
Owner: Dundee Township Park District – Ken Saveley 857-428-7131- ksaveley@dtpd.org
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: $148,580.00
Completion Date: June 2024

CHANNAHON TOMAHAWK AQUATIC CENTER POOL
Owner: Channahon Park District – Mike Leonard – mleonard@channahonpark.org
Architect: Williams Architects = Brad Moser – bmoser@williams-architects.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $2,009,535.00
Completion Date: May 2024

FESTIVAL PARK SPLASH PAD REHABILITATION
Owner: City of Elgin – Greg Hulke – 847-931-6038 – hulke_g@cityofelgin.org
Project Manager: Chad Karecki
Superintendent: Chad Karecki
Contract Amount: $942,730.00
Completion Date: May 2024

CLYDE PARK DISTRICT PARKHOLME POOL
Owner: Clyde Park District – Jose Colloza – 708-652-3545 – jcollazo@clydeparkdist.org
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: $274,500.00
Completion Date: May 2024

NAPERVILLE CENTENNIAL PARK SKATEPARK
Owner: Naperville Park District
Construction Mgr.: Spohn Ranch – Doug Hagen – doug@spohnranch.com – 718-480-8143
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: $234,764.00
Completion Date: November 2023

CHICAGO PUBLIC SCHOOLS BOGAN TECHNICAL HIGH SCHOOL POOL
Owner: Chicago Public Schools
Construction Mgr.: CCC Holdings, Inc. –Sal Randazzo – srandazzo@ccc-chicago.com 773-359-6590
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $748,740.00
Completion Date: October 2023

MORTON WEST HIGH SCHOOL COLUMN REPAIRS CONCRETE
Owner: J Sterling Morton High School District 201
Construction Mgr.: Vision Const. & Consult, Inc. – Robert Orsekes – bob@visionconstruction.us 630-292-9548
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $1,306,908.00
Completion Date: September 2023

NEUQUA POOL FILTER SYSTEM & DRAIN COVER REPLACEMENT
Owner: Indian Prairie SD – Ken Schwolow – Kenneth_schwolow@ipsd.org – 630-375-3048
Architect: W.T. Engineering
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $361,492.00
Completion Date: September 2023

SCHOOL DISTRICT 220 LINES & ELC RENOVATION EARTHWORK
Owner: Barrington C.U.S.D. 220 – 847-381-6300
Construction Mgr.: Pepper Construction – Andrew House – 847-381-2760
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $29,777.00
Completion Date: July 2023

SCHOOL DISTRICT 220 NORTH BARRINTON AND BARBARA ROSE EARTHWORK
Owner: Barrington C.U.S.D. 220 – 847-381-6300
Construction Mgr.: Pepper Construction – Andrew House – 847-381-2760
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $165,500.00
Completion Date: July 2023

MAINE EAST 2022 REFERENDUM POOL PROJECT
Owner: Maine Township High School District 207
Construction Mgr.: Pepper Const. – Lisa Koeune – Lkouene@pepperconstrctuion.com – 847-384-8780
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $639,612.00
Completion Date: July 2023

MAINE SOUTH 2022 REFERENDUM POOL PROJECT
Owner: Maine Township High School District 207
Construction Mgr.: Pepper Const. – Lisa Koeune – Lkouene@pepperconstrctuion.com – 847-385-8780
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $104,257.00
Completion Date: July 2023

PAUL NEAL PICKLEBALL COURTS
Owner: Vil of Libertyville – David Thornborough – 847-918-2076 dthornborough@libertyville.com
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $215,892.00
Completion Date: June 2023

SUNSET VALLEY GOLF CLUB CART PATH BRIDGE
Owner: Park District of Highland Park
Construction Mgr.: Gewalt Hamilton, Inc. – Enrique Sanchez – 847-478-9700 esanchez@gha-engineers.com
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $493,131.00
Completion Date: May 2023

VILLAGE OF ELK GROVE GATEWAY SIGNS – BUSINESS PARK
Owner: Village of Elk Grove – Eric Schmidt – Eschmidt@elkgrove.org
Engineer: Civil Tech, Inc. – J Kerivan – JKerivanIII@civiltechinc.com
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $434,985.00
Completion Date: May 2023

CENTENNIAL PARK AQUATIC CENTER 3 METER PLATFORM & RAILINGS
Owner: Village of Orland Park – Mike Mazza – mmazza@orlandpark.org
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: $158,850.00
Completion Date: May 2023

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 – tmazur@mazurandson.com -708-839-5959
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $1,340,579.00
Completion Date: April 2023

DELNOR HEALTH & FITNESS SPA REPAIRS
Construction Mgr.: Cosgrove Construction Inc. – Martin Cosgrove – 815-774-0036
Superintendent: Martin Pantoja
Contract Amount: $230,745.00
Completion Date: April 2023

VILLAGE OF GRAYSLAKE AQUATIC CENTER SLIDE TOWER GRATING REPLACEMENT
Owner: Village of Grayslake – Kara Michalski - kmichalski@villageofgrayslake.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $59,344.00
Completion Date: April, 2023

ARLINGTON RIDGE CENTER POOL SLIDE STAIRCASE
Owner: Arlington Heights Park District – Sheila Cruz – 847-577-3009 scruz@ahpd.org
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: $20,531.00
Completion Date: March 2023

PROVISO HS DISTRICT 209 CAPITAL IMPROVEMENTS PHASE I CONCRETE
Owner: The Board of Ed of Proviso THSD 209
Construction Mgr.: Gilbane Building Company – Thomas Weeks – 773-695-3500 tweeks@gilbaneco.com
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: $251,317.00
Completion Date: December 2022

NEWTON PARK CONCRETE IMPROVEMENTS
Owner: Glen Ellyn Park District – Nathan Troia – 630-942-7265 ntroia@gepark.org
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $151,507.00
Completion Date: November 2022

STREAMWOOD POLICE STATION RENOVATION CONCRETE
Owner: Village of Streamwood
Construction Mgr.: MTI Construction Services, LLC
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $40,785
Completion Date: December 2022

DOLPHIN COVE WATERSLIDE CONCRETE REPAIR
Owner: Dundee Township Park District - Ken Saveley – 847-428-7131 ksavely@dtpd.org
Project Manager: Chard Karecki
Superintendent: Martin Pantoja
Contract Amount: $106,000.00
Completion Date: September 2022

ELMHURST CUSD 205 JACKSON ELEMENTARY SCHOOL EXCAVATION & SITE UTILITIES
Owner: Elmhurst CUSD 205
Construction Mgr.: ICI – Jason Wasser – jwasser@icibuilds.com – 630-941-6857
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $562,494.00
Completion Date: September 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
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $99,103.00
Completion Date: September 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
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $192,185.00
Completion Date: September 2022

LAKE ZURICH CUSD 95 2022 STEAM MIDDLE SCHOOL SOUTH & ISAAC FOX BUILLDING CONCRETE
Owner: Lake Zurich CUSD 95 – Vicky Cullinan
Construction Mgr.: Lamp, Inc. –
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $176,777.00
Completion Date: September 2022

LAKE ZURICH CUSD 95 2022 STEAM MIDDLE SCHOOL NORTH & LOOMIS BUILLDING CONCRETE
Owner: Lake Zurich CUSD 95 – Vicky Cullinan
Construction Mgr.: Lamp, Inc. –
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $245,777.00
Completion Date: September 2022

MAINE SOUTH 2021 REFERENDUM PROJECT POOL WORK
Owner: Maine Township High School District 207
Construction Mgr.: Pepper Construction Company – Lisa Koeune – Lkouene@pepperconstrctuion.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $245,588.00
Completion Date: August 2022

KENNILWORTH 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

General Contractors

Schaefges Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790
Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

May 26, 2026

WORK IN PROGRESS

KLEHM ARBORETUM AND BOTANIC GARDEN SPRAY PAD
Owner: Klehm Arboretum and Botanic Garden – Alexander Mills = 815-965-8146 amills@klehm.org
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $262,000.00
Percent Complete: 0%
Completion Date: June 2026

JACOB GROSSMAN AQUATIC CENTER POOL FINISH IMPROVEMENT
Owner: Vernon Township – Todd Gedville – todd@vernontownship.com
Architect: Burbach Aquatics, Inc. – Jordan Wiegand – jordanw@burbachinc.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $486,860.00
Percent Complete: 0%
Completion Date: July 2026

KEMMERLING POOL SPLASH PAD
Owner: Roselle Park District – Lynn McAteer – 630-894-1027
Construction Mgr.: IHC Construction Companies – Jim Leppert – jleppert@ihcconstruction.com
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: $950,000.00
Percent Complete: 75%
Completion Date: May 2026

LAKE FOREST HIGH SCHOOL DRAINAGE EAST CAMPUS
Owner: Lake Forest High School District 115
Construction Mgr.: Pepper Construction Company – Nicholas Cosek – ncosek@pepperconstruction.com
Project Manager: Kenneth Schaefges
Superintendent: Mike Reed
Contract Amount: $410,000.00
Percent Complete: 0%
Completion Date: August 2026

JOLIET THSD 204 JOLIET WEST HS MATER PLAN CONCRETE
Oner: Joliet THSD 204
Construction Mgr.: Gilbane Building Company – Carrie DelRose – cdelrose@gilbaneco.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $113,700.00
Percent Complete: 0%
Completion Date: August 2026

Work in Progress
May 26, 2026

JOLIET THSD 204 JOLIET CENTRAL SMITH & T&I BUILDING RENOVATION CONCRETE
Owner: Joliet THSD 204
Construction Mgr.: Gilbane Building Company – Carrie DelRose – cdelrose@gilbaneco.com
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $357,000.00
Percent Complete: 0%
Completion Date: August 2026

OAK LAWN PARK DISTRICT RACQUET FITNESS & GYNMASTIC CENTER
Owner: Oak Lawn Park District
Construction Mgr.: W.B. Olson, Inc. – Patrick Cronin – 224-491-2723 – pcronin@wbo.com
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: $359,000.00
Percent Complete: 0%
Completion Date: July 2026

INDIAN PRAIRIE CUSD 204 WAUBONSIDE HS CAST IN PLACE CONCRETE
Owner: Indian Prairie CUSD 204
Construction Mgr.: Pepper Construction Co. – Lisa Koeune –
Project Manager: Kenneth Schaefges
Superintendent: Martin Pantoja
Contract Amount: $492,000.00
Percent Complete: 0%
Completion Date: August 2026

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Glencoe Beach
Facilities and Playground Improvements
55 Hazel Avenue
Glencoe, IL 60022

THE OWNER:
Glencoe Park District
999 Green Bay Road
Glencoe, IL 60022

THE ARCHITECT:
Wight & Company
2500 Frontage Road
Darien, IL 60561

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, Advertisement for Bids, Invitation & Instructions to Bidders, Conditions (General, Supplementary and Special Supplementary), Proposal, Surety Bond, Performance Bond, Labor and Material Payment Bond, Plans, Drawings, Specifications, Addenda and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, provided, however, Owner shall be a third party beneficiary of any Subcontract agreement under the circumstances set forth in Article 5 herein, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 The Project Manual

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event the Contract Documents conflict, Contractor shall comply with the more stringent of the requirements.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4.1 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.2 Headings. The headings for each paragraph of the Contract Documents are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of the Contract Documents nor in any way affect the Contract Documents.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

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relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Decision of the Owner. All work done under this Contract shall be done to the satisfaction of the Owner who shall in all cases determine the amount of work done which is to be paid for under this Contract. The Owner shall decide all questions that may arise as to the measurements of quantities and the fulfillment of this Contract on the part of the Contractor, and shall determine all questions concerning the true intent or meaning of the Plans and Specifications and his determination and decision shall be final and conclusive.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Architect is the person lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The furnishing of surveys by the Owner is not a guarantee of the accuracy of the information contained therein, and shall not relieve the Contractor from its duties under the Contract Documents in general. The submission of a bid for the Work implies that the Contractor has examined the site, taking into consideration all such conditions that may affect the Work, regardless of the information contained in the surveys.

Any information furnished by the Owner shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 fails to carry out any portion of the Work in accordance with the Contract Documents, or in the event an emergency arises that requires the Work to be stopped , the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated or the

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emergency no longer exists; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect or other deficiency with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior evaluation of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the actual cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or other deficiency. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. Owner's rights under this Article 2 for Contractor's deficiencies in the Work are not Owner's sole remedies, but are cumulative and may be exercised along with any other rights of Owner as permitted by law.

For this contract, a labor dispute shall be defined as any slow-down or cessation of work. In the event of a labor dispute which results in a slow-down or cessation of work, the notice provisions of this Section shall not apply, but shall be governed by Section 3.4.7 of these General Conditions.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. High quality craftsmanship will be expected in all phases of work. Any elements found unacceptable and not in compliance with the Contract Documents will be removed and replaced by the Contractor until satisfactory results are obtained.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation by the Contractor, that the Contract Documents are full and complete, are sufficient to enable the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Completion established in the Agreement. The Contractor 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, Contractor specifically represents and warrants to Owner that prior to the submission of its bid 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.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 The exactness of grades, elevations, dimensions, or locations given in any drawings issued by the Architect or the work installed by other contractors is not guaranteed by the Architect or Owner.

§ 3.2.2.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by it without additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, including any increases in construction costs, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, irrigation, petroleum pipelines, and other underground utilities and structures. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its

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Work, including without limitation, deliveries, storage, installations, and construction utilities with that of all others on the Project through communication with the Owner, Architect and Construction Manager. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall, prior to installation, meet with all others involved to plan the most effective method of installation.

§ 3.3.5 All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.

§ 3.3.6 After commencing the work, the Contractor shall use every precaution to avoid interferences with existing underground and surface utilities and structures, and protect them from damage. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Contractor, shall be paid by Contractor.

§ 3.3.7 The Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner and Architect before commencing Work, and review the placement of the building and permanent facilities on the site with the Owner and Architect after all lines are staked out and before foundation Work is started.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 The materials specified have been determined to have characteristics appropriate for the purposes of this project. No work will be acceptable which utilizes an alternate not approved during the bidding process.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 Contractor shall maintain harmonious labor relations on the job site. If a labor problem arises or any person employed by the Contractor on the Work shall appear to the Owner to be Incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

§ 3.4.5 The Owner has determined that the Illinois Prevailing Wage Act applies to the installation and other on-site work performed under this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. Contractor 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 and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

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The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: **http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx.**

The Contractor shall also:
(1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
(2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

§ 3.4.6 In the event of a labor dispute resulting in a slow-down or in the cessation or suspension of work, the Contractor shall not be relieved of its obligations to provide labor or for timely progress and completion of the work. In such event, the notice provisions contained in Section 2.4 shall not apply. Instead, the Contractor shall be automatically deemed to be in default and to have committed a breach of contract unless said work stoppage or slow-down is remedied to the Owner's satisfaction in accordance with this Section. In the event of a work stoppage due to a labor dispute, the Contractor shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a labor dispute, the Contractor shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the work. In the alternative, the Owner shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to the Owner's cost of replacing or supplementing labor. If the balance of the contract sum is not sufficient to cover such amounts, the contractor shall pay the difference to the Owner. The Owner may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond and payment bond. If any labor dispute necessitates legal action or legal intervention by the Owner, or in the event that the Owner otherwise takes legal action to enforce the terms of this section, the Contractor shall be responsible for the Owner's attorney's fees and court costs, without prejudice to any other remedies that the Owner may have.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 Warranty protection for a repaired item shall be for twelve months after final acceptance of non-concrete work or the length of the original warranty period, whichever is longer.

§ 3.5.4 Warranty protection for a repaired item shall be for twenty-four months after final acceptance of concrete work or the length of the original warranty period, whichever is longer. This will cover structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting high industry standards will be removed and replaced at no charge to the Owner.

§ 3.5.5 Defective materials, equipment or workmanship occurring within the Warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replace with new materials, equipment or workmanship complying with the Contract Documents.

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§ 3.6 Taxes

The Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax. The Owner's exemption identification number issued by the Illinois Department of Revenue is _____. Any taxes for which the Owner is not exempt shall be paid by the Contractor.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. Contractor accepts these procedures and therefore voluntarily waives any and all other rights it may have by operation of statute including but not limited to any statutory right to stop the work pending resolution of any claim for additional time or additional compensation or equitable adjustments for allegedly changed conditions that Contractor may otherwise enjoy by operation of the Illinois Public Construction Contract Act.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's competent superintendent shall have the knowledge and control of all work under this Contract and shall communicate directly to the Owner upon request.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall indicate the proposed completion dates for the various subdivisions of the Work, as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Completion for the Work or any phase of the Work beyond the date(s) of Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum of the schedule. The Owner may, in its discretion, choose to withhold any payment due the Contractor until an updated schedule is submitted. The Owner's or Architect's failure to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet the time limits in the Contract Documents, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting the time limits in the Contract Documents. Similarly, the Owner's or Architect's failure to object to a Contractor's schedule showing completion in advance of the time limits in the Contract Documents shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.10.4 Construction Engineering Check. The Contractor shall notify the Owner three (3) business days in advance of all grading, drainage, and other major items of construction for field checking of construction engineering. All questions pertaining to the Plans, Specifications and details of the Work shall be directed to the Owner and cleared prior to construction.

§ 3.10.5 Contractor's Construction Schedule. The Contractor shall provide regular monitoring and updating of the Progress Schedule with monthly Update Reports submitted contemporaneously with the monthly pay application, or more frequently as required by the conditions of the Work. The Update Reports shall indicate progress achieved and activities commenced or completed within the last month.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions. Contractor shall be entitled to one resubmittal of any submittal or shop drawing rejected by Architect or returned by the Architect for further action. Thereafter, Contractor shall pay the cost of all further reviews of such submittal or shop drawing and agrees to execute a Change Order reducing the Contract Sum by the amount charged by Architect to Owner for the additional reviews.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13.1 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 General Use. The Contractor shall enforce the Owner's instructions regarding the conduct and use of the site by his employees.

§ 3.13.3 Property Corners. Existing property corners on the site shall be replaced by a registered Land Surveyor at the Contractor's expense.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.1.1 The Contractor shall remove, cut, alter, replace, patch and repair any existing work as required to install new work. Except as otherwise shown or specified, do not cut, alter or remove any structural work and do not disturb any ducts, plumbing, steam, gas, or electrical work without approval of Architect. Existing work (walls, ceilings, partitions, floors, mechanical and electrical work, equipment, lawns, pavings, roads, walks, etc.) disturbed or removed as a result of performing required new work shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. Existing work to be altered or extended that is found to be defective in any way shall be reported to the Architect before it is disturbed.
Materials and workmanship used in restoring work shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3. The Contractor shall walk the site at the close of every work day to assure it is either free of waste material and rubbish, or the waste material and rubbish is secured in a container that is inaccessible to the public.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the performance of the Contractor's work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of patent, trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Act.

"Claims, damages, losses and expenses" as these words are used in this Contract shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review. The

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Contractor and every subcontractor expressly waive all so-called *Kotecki* rights under the Illinois workers' compensation statutes even though the Owner has retained all such rights.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to supervise and to keep the Owner informed about the progress and quality of the portion of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives,. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable to the Contractor for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 30 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the

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Architect to provide notice within the 30-day period or any extension thereof shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

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§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

Methods used in determining adjustments to the Contract sum may include those listed in Section 7.3.3.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect and the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and

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credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner, then the Contract Time shall be extended for such reasonable time as the Architect may determine. Unless the date of commencement is established by the Contract Documents or a Notice to Proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work.

§ 8.3.1,1 Contractor shall not participate in any secondary boycotts or honor any informational picket lines and shall not receive credit for days or costs associated with any such labor action.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The following forms must be used for pay requests (See Samples): (1) AIA Application & Certificate for Payment (G702 & G703); and (2) a Sworn Statement from Contractor and Subcontractor to Owner.

§ 9.3.1.4 When the contract work has been awarded on a unit price bid basis, the form of each application shall follow the Bid Proposal Form, listing each item number, the total quantity of units completed to date of the estimate, the unit price and subtotal. The subtotal column shall be added to show the total cost of work completed to date, less ten (10%) percent to be withheld giving the total amount requested for payment. Previous applications for payment paid by the Owner shall be shown on each subsequent request and subtracted after the ten (10%) percent has been withheld.

§ 9.3.1.5 Failure to supply waivers of lien or acceptable evidence of payment of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work by Owner and to a further evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a recommendation for a Certificate for Payment, through no fault of the Contractor, or if the Owner either (i) does not reject the Architect's recommendation for a Certificate for Payment, or (ii) does not pay the Contractor the amount accepted by the Owner as due and owing within 10 days after the date established for payment in the Contract Documents, then the Contractor may, upon seven days additional days' written notice to the Owner, stop the Work. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs incurred of shutdown, and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so

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that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Contract Documents or the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may

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furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

§ 9.10.4 The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for a period of one year after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown,, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§11.1 Contractor's Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

§11.1.1 Commercial General And Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, Architect and Construction Manager shall be included as an insured under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner, Architect and Construction Manager. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

Contractor shall also maintain by endorsement or separate policy Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

§11.1.2 Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work.

§11.1.3 Business Auto And Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

§11.1.4 Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

§11.1.5 Contractor's Obligation To Insure For Bodily Injury Claims

In addition to the above, all Contractors will purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death cause by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

§11.1.6 General Insurance Provisions

§11.1.6..1 Evidence of Insurance

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Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

§11.1.6. 2 Acceptability of Insurers. Insurers must be licensed in the State of Illinois and approved for the relevant line of coverage.

§11.1.6.3 Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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

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

§11.2 Owner's Insurance

§11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§11.2.2 Unless otherwise provided, the Owner shall maintain property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or other entity other than Owner has an insurable interest in the property required by this Section 11.2 to be covered, whichever is later. This insurance shall include the interests of the Owner, the Contractor, subcontractors and Sub-Subcontractors in the Project. The Owner's insurance obligations under this paragraph may be satisfied by membership in programs of self-insurance or membership in an insurance pool.

§11.2.2.1 Property insurance shall be on "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services for such insured loss.

§11.2.2.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors, and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

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§11.2.2.3 If deductibles are not identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles.

§11.2.2.3 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

§11.2.3 Boiler and Machinery Insurance

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The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interest of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.e

§11.2.4 If the Contractor requests in writing that insurance for risks other and those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.2.5 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§11.2.6 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§11.2.7 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§11.2.8 Notwithstanding any provision contained in Section 11.2, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

§11.3 Performance And Payment Bonds

§11.3.1 Where the Contract Sum is equal to or greater than $150,000.00, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety authorized by the Illinois Department of Insurance to issue surety bonds in Illinois and otherwise satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

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§11.3.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§11.3.1.2 The contractor shall require the attorney-in-fact who executed the required bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

§11.3.3 Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner or any and all extra Work incurred by the Architect as a result of the Contractor's default, and to pay to Owner all attorney's fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Agreement to remedy Contractor's default.

§11.3.4 The Contractor shall (i) furnish all Surety Company's bonds through Surety Company's local agents approved by and/or as directed by Owner; (ii) fully covered and guarantee with said bond the faithful performance and completion of the entire Contract, including without limitation, the faithful performance of prevailing wage requirements; and (iii) guarantee with said bond payment in all cases by the Contractor or by the Surety Company for all labor performed, material and supplies furnished with the entire Work in the Contract. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Contractor with the Contract as called for in the Specifications and Contract, except in cases where other bonds are specifically called for in the specifications and Contract in connection with special guarantees.

§11.3.5 The Contractor and all subcontractors shall name the Owner as an obligee on all bonds.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, with the consent of the Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. During the applicable period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located,.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. This Contract is nonassignable in whole or in part by Contractor, and an assignment shall be void without the prior written consent of Owner, which consent shall not be unreasonable withheld .

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection,

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or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§13.4.7 Retests. The cost of a retest will be borne by the party requesting the retest, unless the retest shows that the original test or the Work being tested was in error or defective, and in such event, the cost of the retest shall be borne by the other party.

§ 13.5 Interest
All references to interest payments throughout the contract documents are hereby voided. Payment is governed by the Illinois Local Government Prompt Payment Act.

§ 13.6 Sexual Harassment
The Contractor agrees to execute the attached "Contractor's Certification Form Certifying Compliance With The Sexual Harassment Provision Of The Human Rights Act" contemporaneously with this Agreement.

§ 13.7 Bid Rigging
The Contractor agrees to execute the attached "Contractor's Certification Under Article 33E Of The Criminal Code" contemporaneously with this Agreement.

§ 13.8 Tax Compliance

The Contractor agrees to execute the attached "Tax Compliance Affidavit" contemporaneously with this Agreement.

§ 13.9 Drugfree Workplace
The Contractor shall comply with the *Illinois Drug Free Workplace Act* as contained in the Illinois Compiled Statutes Ch. 30, Sec. 580/1 *et. seq.*"

§ 13.10 Equal Employment Opportunity
All companies entering into contractual relationships with the Owner on federal or state-assisted projects must comply with the Illinois Preference Act and Federal Equal Opportunity regulations, including, but not limited to Executive Order 11246-11375.

§ 13.11 Record Keeping
Contractor and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract and shall make all such materials available at the office of the Owner at any reasonable time during the term of this contract and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Contractor or termination of this Contract for audit, inspection and copying upon Owner's request. The Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, the Contractor shall produce records 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 the Contractor 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

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complied with the Freedom of Information Act due to the Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then the Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

§ 13.12 Substance Abuse Prevention

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") by:

.1 Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;

.2 Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:

.a A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

.b A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;

.c A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and

.d A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.

.3 Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and

.4 Complying with all other requirements of the Act.

§ 13.12.1 Failure by the Contractor to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees."

§ 13.13 Contractor 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.

§ 13.13.1 Whenever required, the Contractor 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.

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§ 13.13.2 Contractor 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.

§ 13.13.3 Contractor 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.

§ 13.13.4 At all times Contractor 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.

§ 13.13.5 Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Contractor takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

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.5 Failed to remedy a labor dispute in accordance with Section 3.4.7 of the General Conditions.

§ 14.2.2 When any of the above reasons exist with the exception of 14.2.1.5, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor seven days' written notice, terminate employment of the Contractor and may;

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or leased to the Contractor;

.2 accept assignment of subcontracts pursuant to Paragraph 5.4; and

.3 finish the Work by whatever reasonable method the Owner may deem expedient."

In the event the Owner terminates the contract because the Contractor has failed to remedy a labor dispute in accordance with Section 3.4.5 hereof, the Owner may, subject to any prior rights of the Surety, engage in all of the actions specified in Section 14.2.2.1, 14.2.2.2, and 14.2.2.3 upon only 24 hours its' notice to the Contractor.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A "Claim" is a written demand or assertion by the Contractor seeking adjustment to interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms or arising out of the Contract.

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§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law,.

§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to Owner. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance
§ 15.1.4.1 Pending final resolution of a Contractor's Claim, the Contractor shall proceed diligently with the performance required of him under the Contract.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of

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liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ **15.1.8.1 Venue.** Any suit or action arising under this Contract shall be commenced in the Circuit Court of the county in which the project is located, but only after exhausting all possible administrative remedies."

§ **15.1.8.2 Attorneys' Fees and Costs.** In any suit or action arising under this Contract the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation."

§ **15.1.8.3 Limitations On Contractor's Claims.** No suit or action shall be maintained by Contractor, its successors or assigns, against Owner on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.

§ **15.1.8.4 Waiver of Punitive Damages.** The Contractor and Owner waive all claims against each other for all punitive damages arising out of or relating to this Contract, but nothing in this Subparagraph 4.4.4 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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Changes to original AIA text

PAGE 1

Glencoe Beach

Facilities and Playground Improvements

55 Hazel Avenue

Glencoe, IL 60022

~~*(Name, legal status and address)*~~
~~**THE ARCHITECT:**~~
~~*(Name, legal status and address)*~~
Glencoe Park District

999 Green Bay Road

Glencoe, IL 60022

THE ARCHITECT:

Wight & Company

2500 Frontage Road

Darien, IL 60561

1—— GENERAL PROVISIONS

2—— OWNER

3—— CONTRACTOR

4—— ARCHITECT

5—— SUBCONTRACTORS

6—— CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7—— CHANGES IN THE WORK

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, Advertisement for Bids, Invitation & Instructions to Bidders, Conditions (General, Supplementary and Special Supplementary), Proposal, Surety Bond, Performance Bond, Labor and Material Payment Bond, Plans, Drawings, Specifications, Addenda and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, provided, however, Owner shall be a third party beneficiary of any Subcontract agreement under the circumstances set forth in Article 5 herein, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.7 ~~Instruments of Service~~The Project Manual

~~Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials~~The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications**.**

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§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the ~~indicated results~~intended results. In the event the Contract Documents conflict, Contractor shall comply with the more stringent of the requirements.

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§ 1.4.1 Interpretation

§ 1.4.2 Headings. The headings for each paragraph of the Contract Documents are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of the Contract Documents nor in any way affect the Contract Documents.

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

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

~~**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~
~~**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~
~~**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~
~~**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~**Decision of the Owner.** All work done under this Contract shall be done to the satisfaction of the Owner who shall in all cases determine the amount of work done which is to be paid for under this Contract. The Owner shall decide all questions that may arise as to the measurements of quantities and the

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fulfillment of this Contract on the part of the Contractor, and shall determine all questions concerning the true intent or meaning of the Plans and Specifications and his determination and decision shall be final and conclusive.

§ 2.3.2 The ~~Owner shall retain an architect~~Architect is the person lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3~~4~~ ~~If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect~~The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The furnishing of surveys by the Owner is not a guarantee of the accuracy of the information contained therein, and shall not relieve the Contractor from its duties under the Contract Documents in general. The submission of a bid for the Work implies that the Contractor has examined the site, taking into consideration all such conditions that may affect the Work, regardless of the information contained in the surveys.

~~§ 2.3.4~~ ~~The~~

Any information furnished by the Owner shall ~~furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work~~not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 ~~or repeatedly~~ fails to carry out any portion of the Work in accordance with the Contract Documents, or in the event an emergency arises that requires the Work to be stopped , the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated or the emergency no longer exists; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten~~seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect or other deficiency with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior ~~approval~~evaluation of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the ~~reasonable~~actual cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or ~~failure~~other deficiency. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. Owner's rights under this Article 2 for Contractor's deficiencies in the Work are not Owner's sole remedies, but are cumulative and may be exercised along with any other rights of Owner as permitted by law.

For this contract, a labor dispute shall be defined as any slow-down or cessation of work. In the event of a labor dispute which results in a slow-down or cessation of work, the notice provisions of this Section shall not apply, but shall be governed by Section 3.4.7 of these General Conditions.

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. High quality craftsmanship will be expected in all phases of work. Any elements found unacceptable and not in compliance with the Contract Documents will be removed and replaced by the Contractor until satisfactory results are obtained.

§ 3.2.1 Execution of the Contract by the Contractor is a representation ~~that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of~~by the Contractor, that the Contract Documents are full and complete, are sufficient to enable the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Completion established in the Agreement. The Contractor 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, Contractor specifically represents and warrants to Owner that prior to the submission of its bid 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.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. ~~These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents~~It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 The exactness of grades, elevations, dimensions, or locations given in any drawings issued by the Architect or the work installed by other contractors is not guaranteed by the Architect or Owner.

§ 3.2.2.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by it without additional cost to the Owner.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues ~~in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3~~, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, including any increases in construction costs, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, ~~for differences between field measurements or conditions and the Contract Documents,~~ or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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§ 3.2.5 Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, irrigation, petroleum pipelines, and other underground utilities and structures. Where the locations of existing underground and surface utilities and structures are indicated, these locations are

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generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

§ 3.3.4 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work, including without limitation, deliveries, storage, installations, and construction utilities with that of all others on the Project through communication with the Owner, Architect and Construction Manager. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall, prior to installation, meet with all others involved to plan the most effective method of installation.

§ 3.3.5 All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.

§ 3.3.6 After commencing the work, the Contractor shall use every precaution to avoid interferences with existing underground and surface utilities and structures, and protect them from damage. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Contractor, shall be paid by Contractor.

§ 3.3.7 The Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner and Architect before commencing Work, and review the placement of the building and permanent facilities on the site with the Owner and Architect after all lines are staked out and before foundation Work is started.

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§ 3.4.2 ~~Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive~~The materials specified have been determined to have characteristics appropriate for the purposes of this project. No work will be acceptable which utilizes an alternate not approved during the bidding process.

§ 3.4.4 Contractor shall maintain harmonious labor relations on the job site. If a labor problem arises or any person employed by the Contractor on the Work shall appear to the Owner to be Incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

§ 3.4.5 The Owner has determined that the Illinois Prevailing Wage Act applies to the installation and other on-site work performed under this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. Contractor 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 and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

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The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx.

The Contractor shall also:

(1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

(2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

§ 3.4.6 In the event of a labor dispute resulting in a slow-down or in the cessation or suspension of work, the Contractor shall not be relieved of its obligations to provide labor or for timely progress and completion of the work. In such event, the notice provisions contained in Section 2.4 shall not apply. Instead, the Contractor shall be automatically deemed to be in default and to have committed a breach of contract unless said work stoppage or slow-down is remedied to the Owner's satisfaction in accordance with this Section. In the event of a work stoppage due to a labor dispute, the Contractor shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a labor dispute, the Contractor shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the work. In the alternative, the Owner shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to the Owner's cost of replacing or supplementing labor. If the balance of the contract sum is not sufficient to cover such amounts, the contractor shall pay the difference to the Owner. The Owner may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond and payment bond. If any labor dispute necessitates legal action or legal intervention by the Owner, or in the event that the Owner otherwise takes legal action to enforce the terms of this section, the Contractor shall be responsible for the Owner's attorney's fees and court costs, without prejudice to any other remedies that the Owner may have.

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.3 Warranty protection for a repaired item shall be for twelve months after final acceptance of non-concrete work or the length of the original warranty period, whichever is longer.

§ 3.5.4 Warranty protection for a repaired item shall be for twenty-four months after final acceptance of concrete work or the length of the original warranty period, whichever is longer. This will cover structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting high industry standards will be removed and replaced at no charge to the Owner.

§ 3.5.5 Defective materials, equipment or workmanship occurring within the Warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results

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cannot be obtained by repair, such defective items shall be removed and replace with new materials, equipment or workmanship complying with the Contract Documents.

The ~~**Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect**~~Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax. The Owner's exemption identification number issued by the Illinois Department of Revenue is . Any taxes for which the Owner is not exempt shall be paid by the Contractor.

§ 3.7.3 If the Contractor performs Work ~~knowing it to be~~ contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~7 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. Contractor accepts these procedures and therefore voluntarily waives any and all other rights it may have by operation of statute including but not limited to any statutory right to stop the work pending resolution of any claim for additional time or additional compensation or equitable adjustments for allegedly changed conditions that Contractor may otherwise enjoy by operation of the Illinois Public Construction Contract Act.

.1 —— allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 —— Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 —— whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's competent superintendent shall have the knowledge and control of all work under this Contract and shall communicate directly to the Owner upon request.

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall ~~contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project~~indicate the proposed completion dates for the various subdivisions of the Work, as well as the totality of the Work. The schedule shall be

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updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Completion for the Work or any phase of the Work beyond the date(s) of Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum of the schedule. The Owner may, in its discretion, choose to withhold any payment due the Contractor until an updated schedule is submitted. The Owner's or Architect's failure to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet the time limits in the Contract Documents, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting the time limits in the Contract Documents. Similarly, the Owner's or Architect's failure to object to a Contractor's schedule showing completion in advance of the time limits in the Contract Documents shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

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§ 3.10.4 Construction Engineering Check. The Contractor shall notify the Owner three (3) business days in advance of all grading, drainage, and other major items of construction for field checking of construction engineering. All questions pertaining to the Plans, Specifications and details of the Work shall be directed to the Owner and cleared prior to construction.

§ 3.10.5 Contractor's Construction Schedule. The Contractor shall provide regular monitoring and updating of the Progress Schedule with monthly Update Reports submitted contemporaneously with the monthly pay application, or more frequently as required by the conditions of the Work. The Update Reports shall indicate progress achieved and activities commenced or completed within the last month.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions. Contractor shall be entitled to one resubmittal of any submittal or shop drawing rejected by Architect or returned by the Architect for further action. Thereafter, Contractor shall pay the cost of all further reviews of such submittal or shop drawing and agrees to execute a Change Order reducing the Contract Sum by the amount charged by Architect to Owner for the additional reviews.

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§ 3.13.1 Use of Site

§ 3.13.2 General Use. The Contractor shall enforce the Owner's instructions regarding the conduct and use of the site by his employees.

§ 3.13.3 Property Corners. Existing property corners on the site shall be replaced by a registered Land Surveyor at the Contractor's expense.

§ 3.14.1.1 The Contractor shall remove, cut, alter, replace, patch and repair any existing work as required to install new work. Except as otherwise shown or specified, do not cut, alter or remove any structural work and do not disturb any ducts, plumbing, steam, gas, or electrical work without approval of Architect. Existing work (walls, ceilings, partitions, floors, mechanical and electrical work, equipment, lawns, pavings, roads, walks, etc.) disturbed or removed as a result of performing required new work shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. Existing work to be altered or extended that is found to be defective in any way shall be reported to the Architect before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original existing

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construction, except as otherwise shown or specified.

§ 3.15.3. The Contractor shall walk the site at the close of every work day to assure it is either free of waste material and rubbish, or the waste material and rubbish is secured in a container that is inaccessible to the public.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and shall indemnify and hold harmless the Owner~~, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18~~ and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the performance of the Contractor's work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of patent, trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Act.

"Claims, damages, losses and expenses" as these words are used in this Contract shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review. The Contractor and every subcontractor expressly waive all so-called *Kotecki* rights under the Illinois workers' compensation statutes even though the Owner has retained all such rights.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner~~, Contractor,~~ and Architect. Consent shall not be unreasonably withheld.

§ 4.2.2 The Architect as a representative of the Owner will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to ~~become generally familiar with~~supervise and to keep the Owner informed about the progress and quality of the portion of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work ~~observed~~ is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, ~~and may order minor changes in the Work as provided in Section 7.4~~. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable to the Contractor for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The ~~Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.~~

§ 4.2.14 ~~The~~ Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within ~~14~~30 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the ~~14~~30-day period or any extension thereof shall constitute notice of no reasonable objection.

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.1 —— assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 —— assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. ~~The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.~~

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.1 —— The change in the Work;

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.2—— The amount of the adjustment, if any, in the Contract Sum; and

.3—— The extent of the adjustment, if any, in the Contract Time.

Methods used in determining adjustments to the Contract sum may include those listed in Section 7.3.3.

.1—— Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2—— Unit prices stated in the Contract Documents or subsequently agreed upon;

.3—— Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4—— As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect and the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.1—— Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2—— Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3—— Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4—— Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5—— Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

~~**§ 7.4 Minor Changes in the Work**~~

~~The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.~~

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ~~pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine~~, then the Contract Time shall be extended for such reasonable time as the Architect may determine. Unless the date of commencement is established by the Contract Documents or a Notice to Proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work.

§ 8.3.1.1 Contractor shall not participate in any secondary boycotts or honor any informational picket lines and shall not receive credit for days or costs associated with any such labor action.

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§ 9.3.1.3 The following forms must be used for pay requests (See Samples): (1) AIA Application & Certificate for Payment (G702 & G703); and (2) a Sworn Statement from Contractor and Subcontractor to Owner.

§ 9.3.1.4 When the contract work has been awarded on a unit price bid basis, the form of each application shall follow the Bid Proposal Form, listing each item number, the total quantity of units completed to date of the estimate, the unit price and subtotal. The subtotal column shall be added to show the total cost of work completed to date, less ten (10%) percent to be withheld giving the total amount requested for payment. Previous applications for payment paid by the Owner shall be shown on each subsequent request and subtracted after the ten (10%) percent has been withheld.

§ 9.3.1.5 Failure to supply waivers of lien or acceptable evidence of payment of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work by Owner and to a further evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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.1—— defective Work not remedied;

.2—— third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3—— failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4—— reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5—— damage to the Owner or a Separate Contractor;

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.6 —— reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 —— repeated failure to carry out the Work in accordance with the Contract Documents.

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If the Architect does not issue a recommendation for a Certificate for Payment, through no fault of the Contractor, ~~within seven days after receipt of the Contractor's Application for Payment, or if the Owner~~or if the Owner either (i) does not reject the Architect's recommendation for a Certificate for Payment, or (ii) does not pay the Contractor ~~within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution~~the amount accepted by the Owner as due and owing within 10 days after the date established for payment in the Contract Documents, then the Contractor may, upon seven days additional days' written notice to the Owner ~~and Architect~~, stop the Work ~~until payment of the amount owing has been received~~. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs incurred of shutdown, ~~delay~~ and start-up, plus interest as provided for in the Contract Documents.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Contract Documents or the Certificate of Substantial Completion.

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§ 9.10.3 ~~If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims~~The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

§ 9.10.4 The ~~making of~~ final payment ~~shall constitute a waiver of Claims by the Owner except those arising from~~

~~.1 —— liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~

~~.2 —— failure of the Work to comply with the requirements of the Contract Documents;~~

~~.3 —— terms of special warranties required by the Contract Documents; or~~

~~.4 —— audits performed by the Owner, if permitted by the Contract Documents,~~by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for a period of one year after final payment.

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.1 —— employees on the Work and other persons who may be affected thereby;

.2 —— the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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.3—— other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, ~~delay~~, and start-up.

~~§ 11~~§11.1 Contractor's Insurance ~~and Bonds~~Requirements

~~§ 11.1.1 The~~ Contractor shall ~~purchase~~procure **and maintain ~~insurance~~**for the duration **of the ~~types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~**contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

§11.1.1 Commercial General And Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, Architect and Construction Manager shall be included as an insured under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner, Architect and Construction Manager. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

~~**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

~~**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

~~**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

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§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and

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~~Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~
~~§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work~~Contractor shall also maintain by endorsement or separate policy Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

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§11.1.2 Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work.

§11.1.3 Business Auto And Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

§11.1.4 Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

§11.1.5 Contractor's Obligation To Insure For Bodily Injury Claims

In addition to the above, all Contractors will purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death cause by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

§11.1.6 General Insurance Provisions

§11.1.6..1 Evidence of Insurance

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Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

§11.1.6. 2 Acceptability of Insurers. Insurers must be licensed in the State of Illinois and approved for the relevant line of coverage.

§11.1.6.3 Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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

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

§11.2 Owner's Insurance

§11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§11.2.2 Unless otherwise provided, the Owner shall maintain property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or other entity other than Owner has an insurable interest in the property required by this Section 11.2 to be covered, whichever is later. This insurance shall include the interests of the Owner, the Contractor, subcontractors and Sub-Subcontractors in the Project. The Owner's insurance obligations under this paragraph may be satisfied by membership in programs of self-insurance or membership in an insurance pool.

§11.2.2.1 Property insurance shall be on "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services for such insured loss.

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§11.2.2.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors, and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§11.2.2.3 If deductibles are not identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles.

§11.2.2.3 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

§11.2.3 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interest of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.e

§11.2.4 If the Contractor requests in writing that insurance for risks other and those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.2.5 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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§11.2.6 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§11.2.7 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§11.2.8 Notwithstanding any provision contained in Section 11.2, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

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§11.3 Performance And Payment Bonds

§11.3.1 Where the Contract Sum is equal to or greater than $150,000.00, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety authorized by the Illinois Department of Insurance to issue surety bonds in Illinois and otherwise satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

§11.3.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§11.3.1.2 The contractor shall require the attorney-in-fact who executed the required bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

§11.3.3 Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner or any and all extra Work incurred by the Architect as a result of the Contractor's default, and to pay to Owner all attorney's fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Agreement to remedy Contractor's default.

§11.3.4 The Contractor shall (i) furnish all Surety Company's bonds through Surety Company's local agents approved by and/or as directed by Owner; (ii) fully covered and guarantee with said bond the faithful performance and completion of the entire Contract, including without limitation, the faithful performance of prevailing wage requirements; and (iii) guarantee with said bond payment in all cases by the Contractor or by the Surety Company for all labor performed, material and supplies furnished with the entire Work in the Contract. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Contractor with the Contract as called for in the Specifications and Contract, except in cases where other bonds are specifically called for in the specifications and Contract in connection with special guarantees.

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§11.3.5 The Contractor and all subcontractors shall name the Owner as an obligee on all bonds.

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, with the consent of the Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so~~, unless the Owner has previously given the Contractor a written acceptance of such condition~~. The Owner shall give such notice promptly after discovery of the

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condition. During the ~~one-year~~applicable period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

~~**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~

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The Contract shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4~~.

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract~~This Contract is nonassignable in whole or in part by Contractor, and an assignment shall be void without the prior written consent of Owner, which consent shall not be unreasonable withheld .

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~~**§ 13.5 Interest**~~
~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~**§13.4.7 Retests**. The cost of a retest will be borne by the party requesting the retest, unless the retest shows that the original test or the Work being tested was in error or defective, and in such event, the cost of the retest shall be borne by the other party.

§ 13.5 Interest

All references to interest payments throughout the contract documents are hereby voided. Payment is governed by the Illinois Local Government Prompt Payment Act.

§ 13.6 Sexual Harassment

The Contractor agrees to execute the attached "Contractor's Certification Form Certifying Compliance With The Sexual Harassment Provision Of The Human Rights Act" contemporaneously with this Agreement.

§ 13.7 Bid Rigging

The Contractor agrees to execute the attached "Contractor's Certification Under Article 33E Of The Criminal Code" contemporaneously with this Agreement.

§ 13.8 Tax Compliance

The Contractor agrees to execute the attached "Tax Compliance Affidavit" contemporaneously with this Agreement.

§ 13.9 Drugfree Workplace

The Contractor shall comply with the *Illinois Drug Free Workplace Act* as contained in the Illinois Compiled Statutes Ch. 30, Sec. 580/1 *et. seq.*"

§ 13.10 Equal Employment Opportunity

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All companies entering into contractual relationships with the Owner on federal or state-assisted projects must comply with the Illinois Preference Act and Federal Equal Opportunity regulations, including, but not limited to Executive Order 11246-11375.

§ 13.11 Record Keeping

Contractor and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract and shall make all such materials available at the office of the Owner at any reasonable time during the term of this contract and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Contractor or termination of this Contract for audit, inspection and copying upon Owner's request. The Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, the Contractor shall produce records 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 the Contractor 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 due to the Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then the Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

§ 13.12 Substance Abuse Prevention

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") by:

.1 Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;

.2 Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:

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.a A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

.b A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;

.c A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and

.d A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.

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.3 Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and

.4 Complying with all other requirements of the Act.

§ 13.12.1 Failure by the Contractor to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees."

§ 13.13 Contractor 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.

§ 13.13.1 Whenever required, the Contractor 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.

§ 13.13.2 Contractor 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.

§ 13.13.3 Contractor 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.

§ 13.13.4 At all times Contractor 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.

§ 13.13.5 Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Contractor takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

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.1—— Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2—— An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3—— Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents~~; or~~

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.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

.5 Failed to remedy a labor dispute in accordance with Section 3.4.7 of the General Conditions.

§ 14.2.2 When any of the above reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, exist with the exception of 14.2.1.5, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:;

.1 Exclude the Contractor from take possession of the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by or leased to the Contractor;

.2 Accept accept assignment of subcontracts pursuant to Section Paragraph 5.4; and

.3 Finish finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work"

In the event the Owner terminates the contract because the Contractor has failed to remedy a labor dispute in accordance with Section 3.4.5 hereof, the Owner may, subject to any prior rights of the Surety, engage in all of the actions specified in Section 14.2.2.1, 14.2.2.2, and 14.2.2.3 upon only 24 hours its' notice to the Contractor.

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.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

A "Claim" is a written demand or assertion by one of the partiesContractor seeking, as a matter of right adjustment to interpretation of Contract terms, payment of money, a change in the Contract Time,extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to

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~~substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents~~or arising out of the Contract.

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2~~.

§ 15.1.3.1 Claims by ~~either~~ the ~~Owner or~~ Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the ~~other party~~Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by ~~either party~~Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the ~~claimant~~Contractor first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by ~~either~~ the ~~Owner or~~ Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to ~~the other party~~Owner. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4.1 Pending final resolution of a ~~Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14~~Contractor's Claim, the Contractor shall proceed diligently with ~~performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.~~ the performance required of him under the Contract.

§ 15.1.6.3 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.

.1 —— damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 —— damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

§ **15.1.8.1 Venue.** Any suit or action arising under this Contract shall be commenced in the Circuit Court of the county in which the project is located, but only after exhausting all possible administrative remedies."

§ **15.1.8.2 Attorneys' Fees and Costs.** In any suit or action arising under this Contract the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation."

§ **15.1.8.3 Limitations On Contractor's Claims.** No suit or action shall be maintained by Contractor, its successors or assigns, against Owner on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.

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§ **15.1.8.4 Waiver of Punitive Damages.** The Contractor and Owner waive all claims against each other for all punitive damages arising out of or relating to this Contract, but nothing in this Subparagraph 4.4.4 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract

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Documents.

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. ~~Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered.~~ Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. ~~The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~
~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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~~**§ 15.3 Mediation**~~
~~**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~
~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~
~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~
~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~
~~**§ 15.4 Arbitration**~~
~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~
~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a~~

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written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Variable Information

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Glencoe Beach

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:36:32 CDT on 06/11/2026 under Order No. 20240030031 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 16th day of June in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Glencoe Park District
999 Green Bay Road
Glencoe, IL 60022

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

Schaefges Brothers, Inc.
851 Seton Court
Wheeling, IL 60090

for the following Project:
(Name, location and detailed description)
Glencoe Beach
Facilities and Playground Improvements
55 Hazel Avenue
Glencoe, IL 60022

The Architect:
(Name, legal status, address and other information)
Wight & Company
2500 Frontage Road
Darien, IL 60561

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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8 MISCELLANEOUS PROVISIONS

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement in the Project Manual, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[**X**] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« September 8, 2026 »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[] Not later than « » (« ») calendar days from the date of commencement of the Work.

[X] By the following date: «May 6, 2027 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall beFour Million Twenty-Seven Thousand Four Hundred Dollars and 00/100 ($4,027,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price	
ALT- 01 Concrete Walk West Of Boat House	$24,700.00	Dollars
ALT-02 Concrete Walk And Ramp East Of Boat House	$24,700.00	Dollars
ALT-04 Kayak Storage Rack Finish	$40,000.00	Dollars
ALT-05 Integral Color Concrete	$11,500.00	Dollars

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

§ 5.1.3 Applications for Payment shall be processed and paid in accordance with the Illinois Local Government Prompt Payment Act
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

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

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 10% »

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«Insurance and Bonds »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« Upon completion of 50% of the Project as determined by the Owner, Retainage will be reduced to 5% and no more than 5% will be withheld as retainage from each progress payment thereafter.
»

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8. The 5% retainage shall constitute the final payment and shall be paid after the work is fully accomplished and accepted and the requirements of the contract have been satisfactorily accomplished.

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor'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; and

.2 a final Certificate for Payment has been issued by the Architect.

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

« »

§ Payments shall be processed in accordance with the Illinois Local Government Prompt Payment Act.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 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 Section 15.4 of AIA Document A201–2017

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[X] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Kyle Kuhs, CPRP
Director of Parks and Planning
Glencoe Park District | 999 Green Bay Road, Glencoe, IL 60022
847.835.7999
kkuhs@glencoeparkdistrict.com

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Ken Schaefges
Schaefges Brothers, Inc.
«851 Seton Court
Wheeling, IL 60090
ken@sbigc.com

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

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

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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.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date
Drawings (WIGHT): Drawing Sheets Dated May 11, 2026 (under separate cover)		
General		
G0.01	General Information, Symbols, Notes & Abbreviations	
G0.02	Fire & Life Safety Plans	
Civil		
C0.00	Cover Sheet	
C0.01	General Notes	
C1.00	Existing Conditions Plan	
C1.01	Demolition Plan	
C2.00	Site Plan	
C2.01	Site Plan Enlarged	
C2.02	Site Plan Enlarged	
C3.00	Grading, Drainage, And Erosion Control Plan	
C3.01	Grading, Drainage, And Erosion Control Plan	
C4.00	Civil Details	
C4.01	Civil Details	
Landscape		
L1.00	Landscape Plan	
Architectural		
AD1.01	Beach House - Demolition Site Plan	
AD2.01	Beach House - Level 1 Demo Floor Plan	
AD2.02	Trellis - Level 1 Demo Floor Plan	
A1.01	Overall Site Plan	
A2.01	Beach House - Level 1 Floor Plan	
A2.02	Beach House - Roof Plan	
A3.00	Beach House - Level 1 Reflected Ceiling Plan	
A3.01	Trellis - Reflected Ceiling Plan And Elevations	
A4.00	Beach House - Exterior Elevations	
A4.01	Beach House - Building Sections	
A7.00	Beach House - Interior Elevations	
A8.00	Beach House - Door & Window Schedules & Details	
A10.00	Beach House - Finish Legend	
Mechanical		
MD2.01	Level 1 Mechanical Demolition Plan - Beach House	

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MD2.03 Roof Mechanical Demolition Plan - Beach House
M0.01 Notes, Symbols, & Abbreviations
M2.01 Level 1 Mechanical Plan - Beach House
M2.03 Roof Mechanical Plan - Beach House
M5.01 Mechanical Schedules & Controls
M6.01 Mechanical Details
ME1.01 Mech./ Elec. Coordination Schedule, Notes & Details
ME1.02 Mech./ Elec. Coordination Details
Plumbing
PD2.00 Underground Plumbing Demolition Plan
PD2.01 Level 1 Plumbing Demolition Plan
P0.01 Plumbing Notes, Symbols, & Abbreviations
P2.00 Underground Plumbing Plan
P2.01 Level 1 Plumbing Plan
P6.01 Plumbing Details
P6.02 Plumbing Details
Electrical
ED2.01 Level 1 Power & Lighting Demolition Plans
E0.01 Notes, Symbols, & Abbreviations
E2.01 Level 1 Power Plan
E3.01 Level 1 Lighting Plan
E5.01 Schedules
E6.01 Details

Drawings (UPLAND): Drawing Sheets Dated May 11, 2026 (under separate cover)
0.0 Title Sheet
L1.0 Existing Conditions & Removals Plans
L2.0 Layout Plan
L2.1 Surfacing Plan Enlargement
L3.0 Dimension Plan – Site
L3.1 Dimension Plan- Equipment
C4.0 Grading Plan
C5.0 Utility Plan
C5.1 Drainage Exhibit
L6.0 Landscape Plan
L7.1 Construction Details
L7.2 Construction Details

.6 Specifications

Section	Title	Date	Pages
Specifications:			
Project Manual for Glencoe Beach Facilities Improvement (WIGHT)			
Project Manual for Glencoe Beach Facilities Improvement (UPLAND)			

.7 Addenda, if any:

Number	Date	Pages
Addendum 01	May 21, 2026	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

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« »

[] The Sustainability Plan:

Title	Date	Pages

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:55:51 CDT on 06/11/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the- 16th day of June- in the year 2026

Glencoe Park District

999 Green Bay Road

Glencoe, IL 60022

Schaefges Brothers, Inc.

851 Seton Court

Wheeling, IL 60090

Glencoe Beach

Facilities and Playground Improvements

55 Hazel Avenue

Glencoe, IL 60022

Wight & Company

2500 Frontage Road

Darien, IL 60561

PAGE 2

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

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5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

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 in the Project Manual, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X »] Established as follows:

« September 8, 2026 »

§ 3.3 Substantial Completion

[ ] Not later than (« » (« ») calendar days from the date of commencement of the Work.

PAGE 3

[ ] **« X »**] By the following date: «May 6, 2027 »

Portion of Work	Substantial Completion Date

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall ~~be ($~~ beFour Million Twenty-Seven Thousand Four Hundred Dollars and 00/100 ($4,027,400.00), subject to additions and deductions as provided in the Contract Documents.

Item	Price	
ALT- 01 Concrete Walk West Of Boat House	$24,700.00	Dollars
ALT-02 Concrete Walk And Ramp East Of Boat House	$24,700.00	Dollars
ALT-04 Kayak Storage Rack Finish	$40,000.00	Dollars
ALT-05 Integral Color Concrete	$11,500.00	Dollars

Item	Price	Conditions for Acceptance

Item	Price

Item	Units and Limitations	Price per Unit ($0.00)

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PAGE 4

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§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~Applications for Payment shall be processed and paid in accordance with the Illinois Local Government Prompt Payment Act

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

.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 Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

« 10% »

PAGE 5

«Insurance and Bonds »

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

« Upon completion of 50% of the Project as determined by the Owner, Retainage will be reduced to 5% and no more than 5% will be withheld as retainage from each progress payment thereafter.

»

« »

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§ 5.1.8. ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017~~The 5% retainage shall constitute the final payment and shall be paid after the work is fully accomplished and accepted and the requirements of the contract have been satisfactorily accomplished.

.1 the Contractor has fully performed the Contract except for the Contractor'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; and

.2 a final Certificate for Payment has been issued by the Architect.

~~§ 5.3 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~~be processed in accordance with the Illinois Local Government Prompt Payment Act.

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

~~%~~

« »

« »

« »

« »

PAGE 6

[~~]~~] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[~~]~~ **« X »**] Litigation in a court of competent jurisdiction

[~~]~~] Other *(Specify)*

« »

Kyle Kuhs, CPRP

Director of Parks and Planning

Glencoe Park District | 999 Green Bay Road, Glencoe, IL 60022

847.835.7999

kkuhs@glencoeparkdistrict.com

Ken Schaefges

Schaefges Brothers, Inc.

«851 Seton Court

Wheeling, IL 60090

ken@sbigc.com

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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with ~~a building information modeling exhibit~~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.)

« »

« »

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building ~~information modeling exhibit~~Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the ~~building information modeling exhibit~~E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

PAGE 8

.6 Specifications

Section	Title	Date	Pages
Specifications:			
Project Manual for Glencoe Beach Facilities Improvement (WIGHT)			
Project Manual for Glencoe Beach Facilities Improvement (UPLAND)			

.7 Addenda, if any:

Number	Date	Pages
Addendum 01	May 21, 2026	

PAGE 9

.8 Other Exhibits:

[~~ ~~] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

[~~ ~~] « »

[] The Sustainability Plan:

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Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

« »

Variable Information

PAGE 1

AGREEMENT made as of the- 16th day of June- in the year 2026

Glencoe Beach

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:55:51 CDT on 06/11/2026 under Order No. 20240030031 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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