

Berwyn Park District
Monthly Committee Meeting
Freedom Park Administration Building
3701 S. Scoville Ave. Berwyn, IL
February 10, 2026, at 4:30 p.m.
Agenda

- I. Call to Order – Roll Call of Commissioners (action)
- II. Adoption of Agenda (action)
- III. Public Comments
- IV. Correspondence
- V. Financial Report
 - a. Account Payables (action)
- VI. Policy and Personnel
- VII. Recreation
- VIII. Parks and Facilities
- IX. Other Business
 - a. Freedom Deed Amendment
 - b. Intergovernmental Agreement with Berwyn School District 100
 - c. Proksa Redevelopment
 - d. Proksa Pond Updates
 - i. Contract Approval (action)
- X. Commissioner Comments
- XI. Executive Session
 - a. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees.
 - b. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
 - c. Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06
 - d. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
- XII. Adjournment (action)

The next regular scheduled meeting of the Board of Commissioners is February 17, 2026, at 6:00pm at Proksa Park Activity Center.

The next Committee meeting of the Board of Commissioners is March 3, 2026, at 4:30pm at Freedom Park Administration Building.

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact Director Fallon at 708-788-1701, at least 48 hours prior to the meeting.



BOARD OF COMMISSIONERS

Gretchen Kostelny, President
Zachary Taylor, Treasurer
Janel King, Commissioner

Ana Espinoza, Vice President
Claire Clark, Secretary

DATE: 2/10/2026
TO: The Board of Commissioners
FROM: Cindy Hayes
Superintendent of Finance and HR
RE: Accounts Payable Report

FINANCE

First Half of February 2026 Payables:

Check numbers: 26130-26146 (detail listing following this page)

Total: \$ 43,020.02

I motion to approve the February 2026 payables in the amount of \$ 43,020.02

DATED FROM 01/21/2026 TO 02/03/2026
ALL CHECK STATUSES

CHECK #	VENDOR	NAME	STATUS	ISSUE DATE	STATUS DATE	CHECK AMT
26130	Brady	BradyIFS	OUT	02/03/26	01/29/26	686.71
26131	C.BERWYN	City of Berwyn	OUT	02/03/26	01/29/26	676.47
26132	CDS	CDS Office Technologies	OUT	02/03/26	01/29/26	2,476.76
26133	COMCAST2	COMCAST BUSINESS	OUT	02/03/26	01/29/26	241.06
26134	COMED	Com. Ed.	VR	02/03/26	01/29/26	
26135	FSS	FSS Technologies LLC	OUT	02/03/26	01/29/26	1,226.82
26136	ILNATRES	Illinois Department of Natural	OUT	02/03/26	01/29/26	2,000.00
26137	KONICA	KONICA MINOLTA	OUT	02/03/26	01/29/26	152.28
26138	Moran	F.E. Moran, Inc.	OUT	02/03/26	01/29/26	2,907.51
26139	NICOR	Nicor Gas	OUT	02/03/26	01/29/26	1,721.79
26140	OFFICE D	ODP BUSINESS SOLUTIONS, LLC	OUT	02/03/26	01/29/26	39.99
26141	PARKREAT	PARKREATION, INC	OUT	02/03/26	01/29/26	193.70
26142	PDRMA	Park District Risk Management	OUT	02/03/26	01/29/26	19,218.32
26143	PROWASTE	Pro Waste Disposal Inc.	OUT	02/03/26	01/29/26	390.00
26144	RELIABLE	RELIABLE FIRE & SECURITY	OUT	02/03/26	01/29/26	1,180.00
26145	VSI	Vermont Systems Incorporated	OUT	02/03/26	01/29/26	5,460.00
26146	COMED	Com. Ed.	OUT	02/03/26	01/29/26	4,448.61
					TOTAL---ALL CHECKS	43,020.02

FROM 01/21/2026 TO 02/03/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
Brady	BradyIFS								
	11203870			01/29/26		26130	02/03/26	686.71	686.71
		01 Black kl liner	10020055762						490.00
		02 Indiv Nitrile glove M	10020055762						51.50
		03 Indiv Nitrile glove L	10020055762						51.50
		04 Indiv Nitrile glove XL	10020055762						51.50
		05 Spartan Disinfectant	10020055762						42.21
								VENDOR TOTAL:	686.71
C.BERWYN	City of Berwyn								
	2025-00000036-GAS			01/29/26		26131	02/03/26	676.47	676.47
		01 Unleaded gas	10020055765						676.47
								VENDOR TOTAL:	676.47
CDS	CDS Office Technologies								
	INV1748648			01/20/26		26132	02/03/26	2,476.76	2,476.76
		01 IT serv.	10010051585						1,238.38
		02 IT Serv.	50010051585						1,238.38
								VENDOR TOTAL:	2,476.76
COMCAST2	COMCAST BUSINESS								
	Feb 26-FP			01/26/26		26133	02/03/26	241.06	241.06
		01 Phone and Internet	10010052641						241.06
								VENDOR TOTAL:	241.06
COMED	Com. Ed.								
	Dec 25- Hessler			01/27/26		26146	02/03/26	4,448.61	52.57
		01 Elec Hessler	50020052638						52.57
	Dec 25- LCC green			01/29/26		26146	02/03/26	4,448.61	31.27
		01 LCC green	50020052638						31.27
	Dec 25- SP			01/26/26		26146	02/03/26	4,448.61	404.68
		01 Electric Sunshine	10020052638						404.68
	Dec 25-LCC			01/27/26		26146	02/03/26	4,448.61	649.71
		01 Electric LCC	50020052638						649.71
	Dec 25-PP			01/26/26		26146	02/03/26	4,448.61	936.25
		01 Electric Proksa	50020052638						936.25

FROM 01/21/2026 TO 02/03/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	Jan 25- SP								
	01	Electric Sunshine	10020052638	01/28/26		26146	02/03/26	4,448.61	348.61 348.61
	Jan 26- LCC								
	01	Electric LCC	50020052638	01/28/26		26146	02/03/26	4,448.61	627.03 627.03
	Jan 26- Smirz								
	01	Electric Smirz	50020052638	01/28/26		26146	02/03/26	4,448.61	42.22 42.22
	Jan 26-FP								
	01	Elec Freedom	10020052638	01/27/26		26146	02/03/26	4,448.61	518.63 518.63
	Jan 26-Hessler								
	01	Elec Hessler	50020052638	01/27/26		26146	02/03/26	4,448.61	54.47 54.47
	Jan 26-PP								
	01	Elec Proksa	50020052638	01/27/26		26146	02/03/26	4,448.61	688.23 688.23
	Jan 26-Smirz								
	01	Elec Smirz	50020052638	01/27/26		26146	02/03/26	4,448.61	94.94 94.94
								VENDOR TOTAL:	4,448.61
FSS	FSS Technologies LLC								
	I-85104								
	01	Access control	10020052640	01/20/26		26135	02/03/26	1,226.82	1,226.82 1,226.82
								VENDOR TOTAL:	1,226.82
ILNATRES	Illinois Department of Natural								
	Grant Award Fee								
	01	Grant Award Fee	41000056832	01/27/26		26136	02/03/26	2,000.00	2,000.00 2,000.00
								VENDOR TOTAL:	2,000.00
KONICA	KONICA MINOLTA								
	48489522								
	01	Copier	50010052617	01/26/26		26137	02/03/26	152.28	152.28 152.28
								VENDOR TOTAL:	152.28
Moran	F.E. Moran, Inc.								
	5075582-1								
	01	HVAC-Maintenance garage	10020053666	01/20/26		26138	02/03/26	2,907.51	2,907.51 2,907.51

FROM 01/21/2026 TO 02/03/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
								VENDOR TOTAL:	2,907.51
NICOR	Nicor Gas								
	Jan 26- FP								
	01	Natural gas Freedom	10020052637	01/27/26		26139	02/03/26	1,721.79	295.20 295.20
	Jan 26-LCC								
	01	Natural gas LCC	50020052637	01/27/26		26139	02/03/26	1,721.79	544.37 544.37
	Jan 26-LCC gen								
	01	LCC gen	50020052637	01/27/26		26139	02/03/26	1,721.79	165.85 165.85
	Jan 26-PP								
	01	Natural gas Proksa	50020052637	01/27/26		26139	02/03/26	1,721.79	245.96 245.96
	Jan 26-SP								
	01	Natural gas Sunshine	10020052637	01/27/26		26139	02/03/26	1,721.79	470.41 470.41
								VENDOR TOTAL:	1,721.79
OFFICE D	ODP BUSINESS SOLUTIONS, LLC								
	4559019522001								
	01	copy paper	10010055790	01/26/26		26140	02/03/26	39.99	39.99 39.99
								VENDOR TOTAL:	39.99
PARKREAT	PARKREATION, INC								
	8300								
	01	Trivalent and Link chains	10020053662	01/15/26		26141	02/03/26	193.70	193.70 193.70
								VENDOR TOTAL:	193.70
PDRMA	Park District Risk Management								
	0126066H								
	01	Monthly Member Contribution	10010050510	01/28/26		26142	02/03/26	19,218.32	19,218.32 9,609.16
	02	Monthly Member Contribution	50010050510						9,609.16
								VENDOR TOTAL:	19,218.32
PROWASTE	Pro Waste Disposal Inc.								
	I15879								
	01	Porta Potty Proksa	25000052615	01/26/26		26143	02/03/26	390.00	195.00 195.00
	I15880								
	01	Porta Potty Freedom	25000052615	01/26/26		26143	02/03/26	390.00	195.00 195.00

FROM 01/21/2026 TO 02/03/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
								VENDOR TOTAL:	390.00
RELIABLE	RELIABLE FIRE & SECURITY								
	144173	01 Sprinkler Sys. Inspection	10020053665	01/21/26		26144	02/03/26	1,180.00	590.00
	144174	01 Sprinkler Sys Inspec. SP	10020053665	01/21/26		26144	02/03/26	1,180.00	590.00
								VENDOR TOTAL:	1,180.00
VSI	Vermont Systems Incorporated								
	VSI Cloud	01 VSI Cloud	50010052721	01/22/26		26145	02/03/26	5,460.00	5,460.00
								VENDOR TOTAL:	5,460.00
								TOTAL --- ALL INVOICES:	43,020.02

DATE: February 5, 2026
TO: The Board of Commissioners
FROM: Mary Swade, Superintendent of Recreation
RE: Recreation

Athletics:

- We have 11 enrolled in Little Hoopers-Adult/Tot Basketball.
- We have 9 enrolled in the Future Hoop Stars ages 5-7 and 6 in the 8-12 age group.
- We have 11 enrolled in Adult/Tot Little Warriors.
- We have 7 enrolled in Winter Adult-Tot Soccer.
- We have 7 enrolled in Volleyball Fundamentals.
- We have 10 enrolled in the Little Ninjas.

General Recreation:

- We have 12 enrolled in First Step Twos. This class is full.
- We have 12 signed up for Preschool Afternoons. This class is full.
- We have 10 enrolled in Book & Bites.
- We have 7 enrolled in Let's Investigate.
- We have 7 enrolled in Tots in Action.
- We have 12 enrolled in Mini Messy Makers.
- We have 7 enrolled in Animal Action.

Marketing:

- Please see attached

Special Events:

- We have 3 enrolled in the Tasting Table-Donuts.
- We have 5 teams enrolled in the Puzzle Palooza.
- We have 14 signed up for the Family Day Out-Laser Taylor Swift.
- We have 14 signed up for the Nerf Battle.

Marketing Report

January 2026

Insights over 28-day period

Views

Visits/Reach

Interactions

Follows

Facebook

27.2K

825

126

12

Instagram

9.0K

977

174

17

Top Posts

Facebook

OVERVIEW

Views

2,658

Interactions

2

Clicks

3

Berwyn Park District
Published by Brittany Marie
January 5 at 8:30 AM

Preschool Afternoons at Proksa Park!

Looking to extend your preschooler's day? Join us for a half-day of fun and learning where your child can create, investigate, build, explore, dance, and read their way through the afternoon!

It's a wonderful opportunity to make new friends and enjoy a winter full of exciting activities.

Tuesdays & Thursdays, Jan. 27 – May 14
1 – 3 PM
Ages 3 – 5
\$130 Residents / \$145 Non-Residents

Give your little one an afternoon full of adventure, curiosity, and laughter!

<https://tinyurl.com/4r2zxbpt>



Boost

Instagram

OVERVIEW

Views

2,072

Interactions

64

Follows

0

Berwyn Park District
Published by Instagram
3d

Meet Amy, our awesome Tinkergarten Instructor. She's phenomenal at encouraging creative outdoor play and offers Tinkergarten year-round at the Berwyn Park District. Don... [See more](#)



Other Marketing Benchmarks

Calameo (Digital Guide)

Views

1.4k

Page Views

35k

Avg Reading Time

3:33

Downloads

10

Link Clicks

276

Google Analytics (berwynparks.org)

Active Users

2.1k

Event Count

12k

New Users

2k

Average Engagement Time (per User Session)

26s

DATE: 2/10/2026
TO: The Board of Commissioners
FROM: John Roberts, Superintendent of Parks and Facilities
RE: Department Report

Completed Projects

Project	Status	Completed Date
Freedom Administration Building	Repaired burst pipe	January 6, 2026
Sunshine Maintenance Building	Repaired burst pipes	January 8, 2026
Proksa and Sunshine Buildings	Sprinkler inspections	January 14, 2026
All Buildings	Back flow devices tested/repared	January 29, 2026

Upcoming Projects

Project	Status	Anticipated Completed Date
Sunshine Maintenance Building	Repair/Paint Letters to Santa boxes	February 6, 2026
Sunshine Maintenance Building	Repair/Replace/Paint Presents	February 12, 2026
Sunshine Maintenance Building	Repair sink in outdoor restroom	February 18, 2026
Proksa Park	Remove/Replace Garden plots	February 27, 2026

Routine Maintenance,

- Trash removal and collection of loose debris from all parks.
- Clean all facilities.
- Graffiti removal as needed.
- Monthly inspections of vehicles, parks, and facilities.
- Snow removal as needed.

DATE: 2/10/2026
TO: The Board of Commissioners
FROM: Cathy Fallon, Executive Director
RE: Other Business

- Included are the updated documents to be sent to Berwyn School District 100. This is to amend the original deed between the Park District and School District and create an Intergovernmental Agreement between the Park and School District. The amendment is necessary for the Park District to apply for the 2026 OSLAD cycle. I would look for consensus to move forward.
- Proksa Redevelopment: Included is a financial breakdown of the projects to date. This will be updated for each meeting moving forward until the completion of the project. There is also a project estimate from RVI included in this report. All of the numbers are estimates until the project goes out to bid.
 - The Disc Golf baskets do not need to be replaced.
 - A meeting between RVI and the Park District is scheduled for 2/6/26.
- Included is the contract between the Park District and Aquascape. The contract has been reviewed and approved by the Park District attorney. The project is scheduled to begin the middle of March.

RELEASE DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

Berwyn South School District 100 of the County of Cook, State of Illinois for and in consideration of Ten and No/ 1 00 (\$10.00) DOLLARS, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, convey and quit claim unto the Berwyn Park District, 3701 S. Scoville Ave., Berwyn, IL, their heirs, legal representatives, and assigns, all the right, title, interest, claim or demand whatsoever we may have acquired in, through, or by that certain quit claim deed bearing date of the 17th day of November, 1981, and recorded in the Recorder's Office of Cook County, as Document Number 26074725 to the premises therein described, situated in the County of Cook State of Illinois, as follows, to wit:

Attachment 1 hereto

Permanent Real Estate Index Number: 16-31-418-012, 16-31-418-018, 16-31-418-075

Property Commonly Known As: 3710, 3712, and 3740 Scoville, Avenue, Berwyn, IL.

WITNESS my hand and seal this _____ day of February, 2026

Name:

Title:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this day of February, 2026

_____ (NOTARY PUBLIC)

PREPARED BY and MAIL TO:

Michael M. Roth
Roth Legal, LLC
256 Adelia Street
Elmhurst, IL 60126

Attachment 1

Legal Description and Property Index Numbers

THE WEST 172.4 FEET OF THE NORTH HALF OF LOT 2 IN BLOCK 62 IN OLIVER L. WATSON'S OGDEN AVENUE ADDITION TO BERWYN IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WITH A REAL ESTATE INDEX NUMBER 16-31-418-012.

THE WEST HALF OF THE SOUTH HALF OF LOT 4 IN BLOCK 62 OF OLIVER L. WATSON'S OGDEN AVENUE ADDITION TO BERWYN IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WITH A REAL ESTATE INDEX NUMBER 16-31-418-018.

THE EAST HALF OF LOT 9, THE EAST HALF OF LOT 10, AND THE EAST HALF OF LOT 8 IN BLOCK 62 OF OLIVER L. WATSON'S OGDEN AVENUE ADDITION TO BERWYN IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WITH A REAL ESTATE INDEX NUMBER 16-31-418-075.

**INTERGOVERNMENTAL AGREEMENT FOR
USE RIGHTS TO FREEDOM PARK**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ___ day of February, 2026, by and between Berwyn South School District 100 (the “SD 100”), an Illinois school district under the Illinois School Code (105 ILCS 5/1-1 *et seq.*) (the “School Code”), and the Berwyn Park District, organized and operating in conformance with the provisions of the Illinois Park District Act (70 ILCS 1205-1, *et seq.*) (the “Act”) (the “District”).

RECITALS

A. The Local Government Transfer Act, 50 ILCS 605/0.01 *et seq.* authorized the District and SD 100 to enter into agreements between them for the conveyance of interests in real property, including conditions, limitations, qualifications, reversions, and possibility of reversions in real estate ownership, and

B. By quit claim deed dated November 17, 1981 attached hereto as Exhibit A and incorporated herein by reference, SD 100 conveyed title to the real estate identified in Exhibit A (the “Subject Property”) to the District, subject to the conditions that the District’s use of the Subject Property shall be for purposes of a park, a recreational area, or physical education programs; and subject to the reservation, as a condition subsequent, of limited rights for SD 100, and its agents and individuals authorized by SD 100, to continue to use the Subject Property, in perpetuity, from 8:00 a.m. to 5:30 p.m. on days when school in SD 100 is in session.

C. Under the aforesaid quit claim deed, should the District breach or otherwise fail to fully comply with the conditions stated above, School District 100 may upon notice and failure of the District to cure, re-enter the Subject Property, whereupon title to the Subject Property will revert and revest in School District 100, and the District will lose and forfeit all rights title and interest in and the Subject Property.

D. After due consideration, the District and SD 100 wish to release the aforesaid limited use rights as a deed restriction, but preserve SD 100’s use rights to Freedom Park and the other Berwyn Park District parks listed on Exhibit B hereto, by way of this Agreement, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, based on the mutual promises and considerations set forth herein, the terms and conditions hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated into and made part of this Agreement as though fully set forth in this Section 1.

Section 2. Release Deed. SD 100 and the District shall take the appropriate steps to record the Release Deed attached hereto as Exhibit B hereto.

Section 3. SD 100 Use Rights. SD 100 is hereby granted the use rights to Freedom

Park and the other Berwyn Park District parks listed on Exhibit B hereto, as contractual rights and obligations.

Section 4. Enforcement. SD 100 shall have the right to specific performance of this Agreement and the aforesaid conditions and use rights, and SD 100 shall be entitled to recover its costs, including reasonable attorneys' fees if SD 100 prevails in litigation against the District to enforce its rights herein.

Section 5. Release Deed. Upon execution of this Agreement by SD 100 and the District, SD 100 shall promptly execute, and the District shall record, the Release Deed attached hereto as Exhibit B.

Section 6. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties regarding the subject matter of this Agreement, and there are no promises, agreements, conditions and understandings, either oral or written, other than the contents of this Agreement.

Section 7. Binding Effect. This Agreement shall be binding upon and inure to the benefit the SD 100 and the District, and their respective legal representatives and successors.

Section 8. Partial Invalidity. The clauses, provisions and sections of this Agreement are deemed by the parties to be separable and the invalidity of any portion of this Agreement shall not effect the validity of the remainder.

Section 9. Notices. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally, with proof of delivery thereof, or when mailed by registered or certified mail, postage prepaid, or by facsimile transmission followed on the same date as the facsimile by mailing, addressed as follows:

For the City: Berwyn South School District 100
Attention: Mary Havis, Superintendent
3401 S. Gunderson Avenue
Berwyn, Illinois 60402
Email: mhavis@bsd100.org

For the District: Berwyn Park District
Attention: Cathy Fallon, Executive Director
3701 S. Scoville Avenue
Berwyn, Illinois 60402
Email: cfallon@berwynparks.org

With a copy to: Michael M. Roth, Esq.
Roth Legal, LLC
256 Adelia Street
Elmhurst, IL 60126
Email: Michael.roth.atty@outlook.com

or at other such addresses as the parties may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof, or by facsimile.

Section 10. Execution. This Agreement is entered into by the duly authorized agents of the parties, each acting pursuant to the laws and ordinances governing their designation as signatories of this Agreement.

SD 100:

District:

BERWYN SOUTH SCHOOL DISTRICT 100,
an Illinois school district

BERWYN PARK DISTRICT, organized and
operating in conformance with the provisions
of the Illinois Park District Act

By: _____
Elizabeth Jimenez, President

By: _____
Cathy Fallon, Executive Director

ATTEST:

ATTEST:

By: _____
Wendy Gonzales, Secretary

By: _____

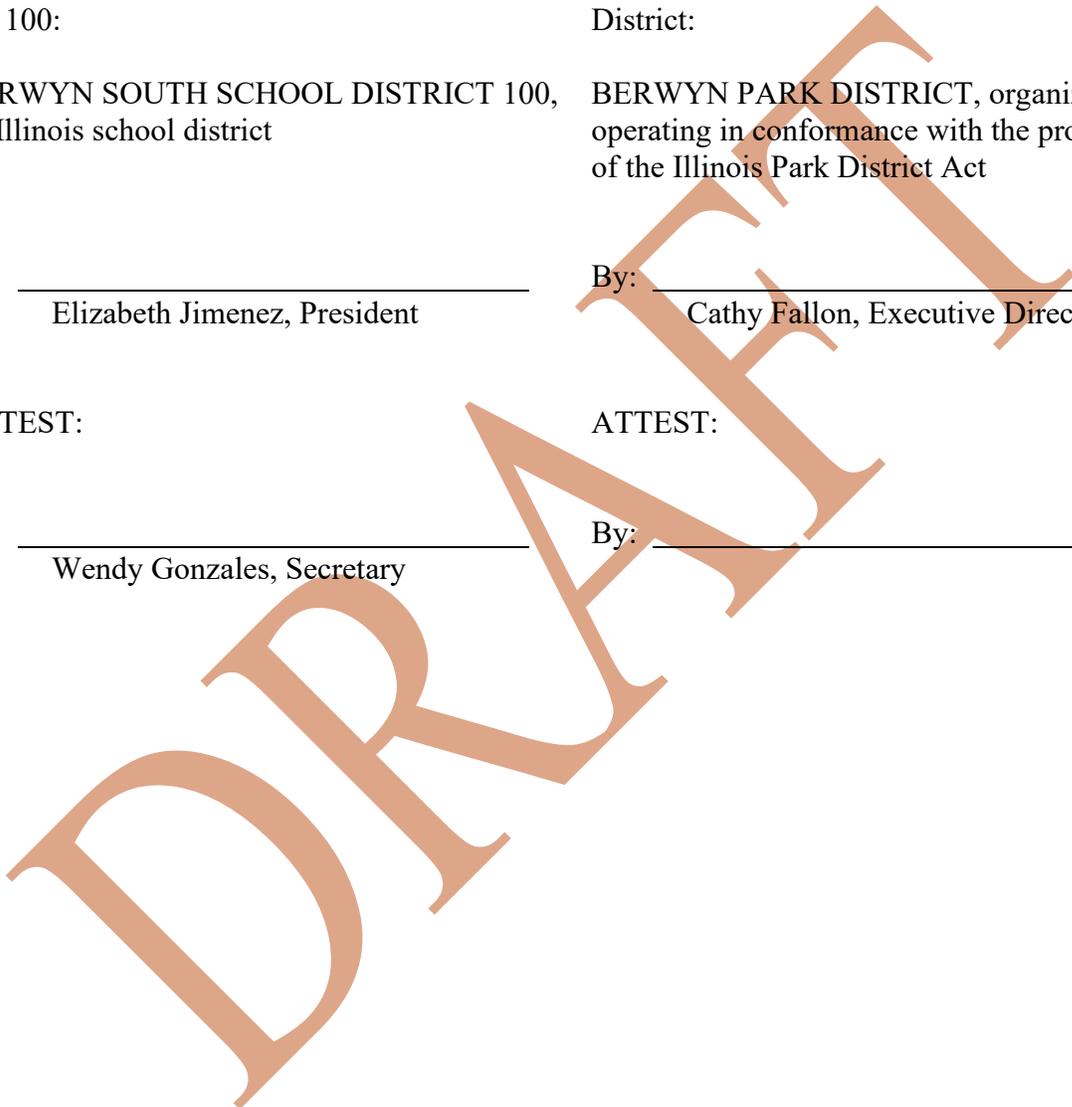


EXHIBIT "A"
QUIT CLAIM DEED

DRAFT

EXHIBIT "B"
RELEASE DEED

DRAFT

EXHIBIT “C”

**BERWYN PARKS SUBJECT TO INTERGOVERNMENTAL USE
TERMS AND CONDITIONS**

DRAFT

EXHIBIT “D”

**TERMS AND CONDITIONS OF
BERWYN SOUTH SCHOOL DISTRICT 100 PARK USE RIGHTS**

DRAFT

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL LAND USE AGREEMENT WITH BERWYN SOUTH SCHOOL DISTRICT 100

WHEREAS, the Berwyn Park District (the “DISTRICT”) is an Illinois park district under the Park District Code, 70 ILCS 1205/1-1 et. seq. (the “Code”)

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et. seq., authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the Board of Park Commissioners of the DISTRICT hereto have determined that it is in the best interest of the DISTRICT to enter into an agreement with Berwyn South School District 100 (“SD 100”) to record a Release Deed with respect to SD 100’s use of Freedom Park and to enter into an intergovernmental agreement with SD 100 regard to SD 100’s use of Berwyn Park District parks in general, upon the terms and conditions set forth in Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Berwyn Park District in the County of Cook, State of Illinois:

SECTION 1: That the President of the DISTRICT and the Secretary of the DISTRICT be and are hereby directed and authorized to execute the Intergovernmental Agreement attached hereto as Exhibit “A”.

SECTION 2: That upon approval of the Intergovernmental Agreement and the Release Deed by SD 100, the Executive Director shall take the appropriate steps to record the Release Deed attached hereto as Exhibit “B” with the Cook County Recorder

SECTION 3: That this Resolution shall be in full force and effect from and after its adoption and approval.

AYES:

NAYS:

ABSENT:

Passed this ____ day of February, 2026.

Approved this ____ day of February, 2026.

President of the Board of Commissioners of the Berwyn Park District

Attest:

Secretary of the Board of Commissioners of the Berwyn Park District

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

EXHIBIT B
RELEASE DEED

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL LAND USE AGREEMENT WITH BERWYN PARK DISTRICT

WHEREAS, the Berwyn South School District 100 (the “DISTRICT”) is an Illinois school district under the Illinois School Code, 105 ILCS 5//1-1 et. seq. (the “Code”)

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et. seq., authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the School Board of Education of the DISTRICT hereto have determined that it is in the best interest of the DISTRICT to enter into an agreement with the Berwyn Park District (“BPD”) to record a Release Deed with respect to the DISTRICT’s use of BPD’s Freedom Park and to enter into an intergovernmental agreement with BPD regard to the DISTRICT’s use of BPD parks in general, upon the terms and conditions set forth in Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Education of Berwyn South School District 100 in the County of Cook, State of Illinois:

SECTION 1: That the President of the DISTRICT and the Secretary of the DISTRICT be and are hereby directed and authorized to execute the Intergovernmental Agreement attached hereto as Exhibit “A”.

SECTION 2: That upon approval of the Intergovernmental Agreement and the Release Deed by the Berwyn Park District, the Superintendent of SD 100 in cooperation with the Executive Director of BPD shall take the appropriate steps for the recording of the Release Deed attached hereto as Exhibit “B” with the Cook County Recorder

SECTION 3: That this Resolution shall be in full force and effect from and after its adoption and approval.

AYES:

NAYS:

ABSENT:

Passed this ____ day of February, 2026.

APPROVED this _ day of February, 2026.

Berwyn South School District 100

Elizabeth Jimenez, President

ATTEST:

Wendy Gonzales, Secretary

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

EXHIBIT B
RELEASE DEED

2026 Capital Expenditures			Capital Opening Balance	
			\$	2,971,857.00
Projects:	Vendor	Expense		
Proksa Park Redevelopment				
	RVI (LA Prof Services)	\$ 55,099.94	\$	(55,099.94)
	Vanderstappen Topographical Survey	\$ 15,380.00	\$	(15,380.00)
Proksa Pond Repairs				
Proksa Trails Grant				
	Grant Award Fee	\$ 2,000.00	\$	(2,000.00)
Miscellaneous Repair/Improvements				
Removal of Veteran's Memorial				
Capital Ending Balance			\$	2,899,377.06

Proksa Redevelopment Estimates

		Estimated Base Cost	Alternate Estimate
Playground Flooring	\$	17,000.00	\$ 112,000.00

Proposed Phase 2

Connection to City walkways

Veteran's Memorial Redevelopment

Children's Garden



Design Development - Summary

Date: December 19, 2025

RE: Proksa Park

Construction Costs					
Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
Construction Costs - OSLAD	1	LS		\$ 643,675	
Construction Costs - RTP	1	LS		\$ 271,080	
Subtotal:					\$ 914,755
<i>Contingencies:</i>					
design contingency (%)	1	LS	8%	\$ 73,180	
bid contingency (%)	1	LS	5%	\$ 45,738	
construction contingency (%)	1	LS	10%	\$ 91,476	
Subtotal:					\$ 210,394
<i>Other Project Costs:</i>					
by owner items	1	LS		\$ 214,322	
Subtotal:					\$ 214,322
Construction Costs Total:					\$ 1,339,470
<i>IDNR OSLAD/RTP Grant Estimate:</i>					\$ 1,254,600

Design / Engineering Costs					
Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
final design services	1	FIXED		\$ 75,100	
permitting phase services	1	T&M		\$ 10,200	
bidding phase services	1	T&M		\$ 7,500	
construction phase services	1	T&M		\$ 37,200	
grant reporting phase	1	FIXED		\$ 5,000	
optional service: pop-up event	1	FIXED		\$ 2,000	
amendment #1	1	ALLOW		\$ 30,000	
reimbursable expenses	1	ALLOW		\$ 2,000	
topographic and boundary survey	1	ALLOW		\$ 18,440	
geotechnical investigation	1	ALLOW		\$ 9,005	
construction testing services	1	ALLOW		\$ 5,000	
CPA reporting fee	1	ALLOW		\$ 5,200	
permitting agency fees	NOT INCLUDED				
Design / Engineering Costs Total:					\$ 206,645
<i>IDNR OSLAD/RTP Grant Estimate:</i>					\$ 195,400

Project Funding

Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
IDNR OSLAD grant	1	LS		\$ 600,000	
IDNR RTP grant	1	LS		\$ 200,000	
Berwyn Park District	1	LS		\$ 650,000	
Project Funding Total:					\$ 1,450,000

TOTAL PROJECT COST: \$ 1,546,115
DIFFERENCE: \$ (96,115)

Alternates

Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
Alternate #1: PIP Surfacing at Playground	1	LS		\$ 112,550	
Alternate #2: Lighting at Picnic Shelter	1	LS		\$ 26,730	
Alternate #3: Site Furnishings	1	LS		\$ 34,075	
Subtotal:					\$ 173,355
Alternates Total:					\$ 173,355



Design Development - Construction Costs - OSLAD

Date: December 19, 2025

RE: Proksa Park

Construction Costs - OSLAD

Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
0 & 1 Contracting and General Requirements						
	contracting requirements	1	LS	4%	\$23,410	
	general conditions	1	LS	4%	\$23,410	
	layout & as-built survey	1	LS	2%	\$11,700	
Subtotal:						\$ 58,520

015000 Temporary Facilities and Controls

silt fence	400	LF	\$ 5	\$ 2,000		
temporary construction fence	1,050	LF	\$ 10	\$ 10,500		
tree protection fence	550	LF	\$ 5	\$ 2,750		
inlet protection	2	EA	\$ 750	\$ 1,500		
concrete washout	1	EA	\$ 1,500	\$ 1,500		
stabilized construction entrance	1	LS	\$ 1,500	\$ 1,500		
erosion control blanket	3,400	SY	\$ 3	\$ 10,200		
Subtotal:						\$ 29,950

033000 Cast-in-Place Concrete

shelter footings	6	CY	\$ 2,000	\$ 12,000		
disc golf basket footings	3	CY	\$ 1,000	\$ 3,000		
playground footings	included in equipment installation					
Subtotal:						\$ 15,000

116800 Play Field Equipment and Structures

playground equipment (installation)	1	50%	\$ 87,500	\$ 87,500		
picnic shelter (installation)	1	75%	\$ 16,500	\$ 16,500		
Subtotal:						\$ 104,000

265600 Exterior Lighting

removal and reinstall light pole	4	EA	\$ 3,500	\$ 14,000		
Subtotal:						\$ 14,000

311000 Site Clearing					
tree removal	1	EA	\$ 750	\$ 750	
clearing and grubbing	85	SY	\$ 4	\$ 340	
remove engineered wood fiber	350	CY	\$ 45	\$ 15,750	
remove shrubs and landscaping	135	SF	\$ 4	\$ 540	
remove asphalt paving	16,720	SF	\$ 3	\$ 50,160	
remove brick paving	450	SF	\$ 4	\$ 1,800	
remove concrete paving	440	SF	\$ 4	\$ 1,760	
remove timber curb	130	LF	\$ 10	\$ 1,300	
remove concrete curb	330	LF	\$ 20	\$ 6,600	
remove concrete block wall	320	LF	\$ 20	\$ 6,400	
remove fencing	270	LF	\$ 10	\$ 2,700	
remove bench	4	EA	\$ 150	\$ 600	
remove group table	3	EA	\$ 250	\$ 750	
remove disc golf basket and footing	9	EA	\$ 150	\$ 1,350	
remove drinking fountain	1	EA	\$ 1,000	\$ 1,000	
sewer removal/structure adjustment	1	LS	\$ 2,500	\$ 2,500	
remove play equipment and footings	1	LS	\$ 8,000	\$ 8,000	
Subtotal:					\$ 102,300
312000 Earth Moving					
topsoil strip and respread	500	CY	\$ 25	\$ 12,500	
earthwork	750	CY	\$ 20	\$ 15,000	
haul off unsuitable/excess material	315	CY	\$ 50	\$ 15,750	
4" aggregate base (CA-7) at playground	100	CY	\$ 50	\$ 5,000	
Subtotal:					\$ 48,250
321216 Asphalt Paving					
asphalt paving - pedestrian	1,405	SY	\$ 40	\$ 56,200	
Subtotal:					\$ 56,200
321313 Concrete Paving and Curbs					
concrete paving - pedestrian	3,900	SF	\$ 14	\$ 54,600	
playground curb	470	LF	\$ 45	\$ 21,150	
thickened edge curb	70	LF	\$ 45	\$ 3,150	
playground ramp, type A	1	EA	\$ 1,500	\$ 1,500	
playground ramp, type B	1	EA	\$ 3,000	\$ 3,000	
Subtotal:					\$ 83,400
321816 Playground Protective Surfacing					
engineered wood fiber	250	CY	\$ 100	\$ 25,000	
Subtotal:					\$ 25,000
329200 Turf and Grasses					
turf grass seeding	2,400	SY	\$ 3	\$ 7,200	
Subtotal:					\$ 7,200
329300 Plants					
deciduous shrub	7	EA	\$ 75	\$ 525	
ornamental grass	25	EA	\$ 25	\$ 625	
perennial	193	EA	\$ 25	\$ 4,825	
mulch	30	CY	\$ 100	\$ 3,000	
Subtotal:					\$ 8,975

334100 Storm Utility Drainage Piping

below grade StormTrap detention	0.13	ACFT	\$ 450,000	\$ 60,300
outlet control structure modification	1	EA	\$ 2,500	\$ 2,500
4' Dia. Catch basin	1	EA	\$ 2,000	\$ 2,000
cleanouts	4	EA	\$ 750	\$ 3,000
underdrain, 4" PVC, perforated	120	LF	\$ 30	\$ 3,600
storm sewer, 6" PVC, solid wall	62	LF	\$ 40	\$ 2,480
storm sewer, 12" PVC, solid wall	100	LF	\$ 60	\$ 6,000
trench backfill	100	CY	\$ 50	\$ 5,000
connect to existing StormTrap	1	LS	\$ 2,000	\$ 2,000
storm allowance	1	LS	\$ 4,000	\$ 4,000

Subtotal:	\$ 90,880
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Section Subtotal:	\$ 585,155
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Construction Costs Total:	\$ 643,675
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Design Development - Construction Costs - RTP

Date: December 19, 2025

RE: Proksa Park

Construction Costs - RTP						
Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
0 & 1 Contracting and General Requirements						
	contracting requirements	1	LS	4%	\$9,860	
	general conditions	1	LS	4%	\$9,860	
	layout & as-built survey	1	LS	2%	\$4,930	
					Subtotal:	\$ 24,650
015000 Temporary Facilities and Controls						
	silt fence	50	LF	\$ 5	\$ 250	
	tree protection fence	1,300	LF	\$ 5	\$ 6,500	
	erosion control blanket	4,665	SY	\$ 3	\$ 13,995	
					Subtotal:	\$ 20,745
311000 Site Clearing						
	remove asphalt paving	25,900	SF	\$ 3	\$ 77,700	
	remove concrete paving	20	SF	\$ 4	\$ 80	
	remove bench	10	EA	\$ 150	\$ 1,500	
	remove group table	3	EA	\$ 250	\$ 750	
					Subtotal:	\$ 80,030
312000 Earth Moving						
	topsoil strip and respread	250	CY	\$ 25	\$ 6,250	
	earthwork	500	CY	\$ 20	\$ 10,000	
					Subtotal:	\$ 16,250
321216 Asphalt Paving						
	asphalt paving - pedestrian	2,600	SY	\$ 40	\$ 104,000	
					Subtotal:	\$ 104,000
321313 Concrete Paving and Curbs						
	concrete paving - pedestrian	815	SF	\$ 14	\$ 11,410	
					Subtotal:	\$ 11,410
329200 Turf and Grasses						
	turf grass seeding	4,665	SY	\$ 3	\$ 13,995	
					Subtotal:	\$ 13,995

Section Subtotal:	\$ 246,430
Construction Costs Total:	\$ 271,080



Design Development - By Owner Items

Date: December 19, 2025

RE: Proksa Park

By Owner Items						
Code	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
PI	trash receptacle, surface mount	7	EA	\$ 750	ALTERNATE	
PI	game table, surface mount	2	EA	\$ 1,420	\$ 2,840	
PI	picnic table, surface mount	2	EA	\$ 2,500	ALTERNATE	
PI	bench, surface mount	10	EA	\$ 1,560	ALTERNATE	
PI	interpretive sign, surface mount	1	EA	\$ 1,500	\$ 1,500	
PI	trailhead sign, surface mount	1	EA	\$ 1,500	\$ 1,500	
PI	disc golf sign, embeded	9	EA	\$ 100	\$ 900	
PI	bike repair station, surface mount	1	LS	\$ 3,000	\$ 3,000	
PI	bike rack, surface mount	5	EA	\$ 692	\$ 3,460	
C	disc golf basket, embeded	1	LS	\$ 4,122	\$ 4,122	
C	playground equipment, embeded	1	LS	\$ 175,000	\$ 175,000	
C	picnic shelter, embeded	1	LS	\$ 22,000	\$ 22,000	
C	drinking fountain, embeded	1	EA	\$ 4,700	ALTERNATE	
By Owner Items Total:					\$	214,322

PI Owner purchase and installed

C Owner purchase, Contractor installed



Design Development - Alternates

Date: December 19, 2025

RE: Proksa Park

Alternate #1: PIP Surfacing at Playground

Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
321313	Concrete Paving and Curbs					
	OMIT playground ramp	1	EA	\$ 3,000	\$ (3,000)	
Subtotal:						\$ (3,000)

321816 Playground Protective Surfacing

	OMIT engineered wood fiber	170	CY	\$ 100	\$ (17,000)	
	poured-in-place rubber	3,685	SF	\$ 28	\$ 103,180	
Subtotal:						\$ 86,180

0 & 1 Contracting and General Requirements

	contracting requirements	1	LS	4%	\$3,330	
	general conditions	1	LS	4%	\$3,330	
	layout & as-built survey	1	LS	2%	\$1,660	
Subtotal:						\$ 8,320

Contingencies:

	design contingency (%)	1	LS	8%	\$ 7,320	
	bid contingency (%)	1	LS	5%	\$ 4,580	
	construction contingency (%)	1	LS	10%	\$ 9,150	
Subtotal:						\$ 21,050
Alternate #1 Total:						\$ 112,550

Alternate #2: Lighting at Picnic Shelter

Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
265600	Exterior Lighting					
	shelter light	1	EA	\$ 2,500	\$ 2,500	
	shelter outlets	2	EA	\$ 500	\$ 1,000	
	connection to exiting panel	1	LS	\$ 5,000	\$ 5,000	
	conduit and wiring	150	LF	\$ 75	\$ 11,250	
Subtotal:						\$ 19,750

0 & 1 Contracting and General Requirements

	contracting requirements	1	LS	4%	\$790	
	general conditions	1	LS	4%	\$790	
	layout & as-built survey	1	LS	2%	\$400	
Subtotal:						\$ 1,980

Contingencies:

design contingency (%)	1	LS	8%	\$ 1,740
bid contingency (%)	1	LS	5%	\$ 1,090
construction contingency (%)	1	LS	10%	\$ 2,170
Subtotal:				\$ 5,000
Alternate #1 Total:				\$ 26,730

Alternate #3: Site Furnishings

Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
12933	Site Furnishings					
	trash receptacle, surface mount	7	EA	\$ 750	\$ 5,250	
	picnic table, surface mount	2	EA	\$ 2,500	\$ 5,000	
	bench, surface mount	10	EA	\$ 1,560	\$ 15,600	
	drinking fountain, embeded	1	EA	\$ 4,700	\$ 4,700	
	drinking fountain (installation)	1	75%	\$ 3,525	\$ 3,525	
Subtotal:						\$ 34,075
Alternate #1 Total:						\$ 34,075



CONSTRUCTION CONTRACT FOR [REDACTED]

This Construction Contract (hereinafter referred to as the “Contract”) is entered into this [REDACTED] day of [REDACTED], 202[REDACTED], by and between Aquascape Inc., an Illinois corporation (hereinafter referred to as “Aquascape”) and the Berwyn Park District, an Illinois park district (here in after referred to as “Customer”). Customer represents that the Customer is the customer of the Premises (defined below) and has authority to enter this Contract

I. Aquascape’s Obligations

1. Aquascape shall construct a Water Feature on the premises commonly known as the Freedom Park pond (hereinafter referred to as the “Premises”). The term “Work” means the construction and services required by this Contract and Exhibits (the “Contract Documents”), and includes all other labor, materials, equipment, and services provided, or to be provided, by the Aquascape to fulfill Aquascape’s obligations.
2. The Water Feature will be constructed in accordance with the plans and specifications attached hereto as Exhibit A, which have been collaboratively developed and agreed upon by both parties (hereinafter referred to as the “Water Feature” or the “Project”). Aquascape shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
3. Aquascape will furnish the materials and supplies required to construct the Work as detailed in Exhibit A. Aquascape will also provide design / build services including oversight of provided laborers and other contractors involved in the construction of the Water Feature.
4. Aquascape shall obtain and pay for any required building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Project.
5. Aquascape shall supervise and direct the Work using Aquascape’s best skill and attention. Aquascape shall enforce strict discipline and good order among Aquascape’s employees and other persons carrying out the Contract Work. Aquascape shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
6. Aquascape shall keep the premises and surrounding area free from ~~property and vegetation~~ damage, accumulation of debris and trash related to the Work. At the completion of the Project Work, Aquascape shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials. Aquascape shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Customer.
7. The Water Feature construction is set to begin on [REDACTED] of 2026 (“Commencement Date”) and be

complete by [redacted] of the year 2026 (“Completion Date”). Aquascape will be on-site for extended periods of time at varying lengths throughout the [redacted] weeks planned to complete the Project. The Project shall be substantially complete within days from the Commencement Date. 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 Customer can utilize the Work for its intended use. When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the PM and the PM will make an inspection to determine whether the Work is substantially complete. When the PM determines that the Work is substantially complete, the PM shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Customer and Contractor, 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 Certificate of Substantial Completion.

8. A project plan with general dates of onsite project management by Aquascape is attached as Exhibit A. This project plan is subject to change but is included here with the intention of scoping the start and end date of the project.
9. Aquascape warrants to customer that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Customer, or shall be transferable to the Customer, and shall commence in accordance with Section 12.5.

II. Other.

1. Execution of the Contract by Aquascape is a representation that Aquascape has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
2. Aquascape shall carefully study and compare the Contract Documents with each other and with information furnished by the Customer. Before commencing activities, Aquascape shall (1) take field measurements and verify field conditions; and (2) carefully compare this and other information known to Aquascape with the Contract Documents.
3. Customer.
4.
 - a. Aquascape shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$1,000,000) each occurrence, (\$2,000,000) general aggregate.

Aquascape may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or

umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

- b. Workers' Compensation at statutory limits.
 - c. Aquascape shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.
5. Other Insurance Provided by Aquascape
- a. The Customer shall be responsible for purchasing and maintaining the Customer's usual liability insurance and shall provide property insurance to cover the value of the Customer's property. Aquascape is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Customer's property insurance.
 - b. Aquascape shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for Aquascape's obligations.
 - c. Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.
 - d. Unless specifically precluded by the Customer's property insurance policy, the Customer and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.
6. Unless this Contract specifically states otherwise, the Customer acknowledges that the Project and the Contract Price do not include:
- a. The cost of bringing electricity to the Water Feature.
 - b. The cost of bringing a water source to the Water Feature.
 - c. The costs of procuring and or introducing fish and/or wildlife to the Water Feature.
 - d. Landscaping around the Water Feature.

III Contract Price; Payment.

1. The Contract Price is \$414,893.01 and it shall include all items and services necessary for the proper execution and completion of the Project.

2. Payment Terms:

The payment schedule is listed in the table below. Aquascape will invoice Customer and will send invoices via email to Cathy Fallon <cfallon@berwynparks.org>

- a. 30% upon the signing of this Contract
- b. 20% two weeks prior to the start date
- c. 30% at 75 percent completion of the Project
- d. 20% due at completion of the Project
- e. Payments will be due in US Dollar via electronic bank transfer as detailed in Exhibit B.

Aquascape shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed; provided however, Customer shall provide Contractor an exemption certificate for any applicable sale tax exemptions.

3. Customer, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and contract time shall be adjusted accordingly, in writing. the Public Works Contract Change Order Act (50 ILCS 525/5) shall apply. If customer and Aquascape cannot agree to a change in the Contract Sum, Customer shall pay Aquascape its actual cost plus reasonable overhead and profit. If Aquascape and Customer agree to the change order, Customer and Aquascape shall execute a written Change Order. Said Change Order shall be considered as a rider to this Contract. There will be no verbal change orders. All change orders will be documented and signed by both parties.
4. Once Aquascape has commenced work, Aquascape will use all reasonable efforts to complete the Project within the allotted time limit. However, Aquascape shall not be responsible for strikes, acts of war, material shortages, labor disputes other than disputes with Aquascape's own employees, pandemics, and other acts and circumstances beyond its control.
5. If either party incurs legal expenses to enforce the terms of this Contract, the prevailing party shall be entitled to recover its attorney's fees, court costs, and all other reasonable costs expended in the enforcement of this Contract.
6. Customer's Project manager. The Customer's designated Project Manager ("PM") will provide administration of the Contract as described in the Contract Documents. The PM will have authority to act on behalf of Customer only to the extent provided in the Contract Documents.
 - a. The PM will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.
 - b. The PM will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The PM will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
 - c. Based on the PM's observations and evaluations of the Contractor's Applications for Payment, the PM will review and certify the amounts due the Contractor.
 - d. The PM has authority to reject Work that does not conform to the Contract Documents.

- e. The PM will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
7. Indemnification.
- a. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.
 - b. To the fullest extent permitted by law, Aquascape shall indemnify and hold harmless the Customer, and its 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 Aquascape, 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.
8. Aquascape represents and warrants that all its employees and subcontractors who will be performing services on the job site will be covered by Worker's Compensation Insurance. However, the Customer shall be responsible for purchasing and maintaining the Customer's usual Liability Insurance and usual Hazard Insurance.
- a. Aquascape must be named as an additional insured on the policy covering the Project.
9. This Contract shall be governed by the laws of the State of Illinois and any lawsuit filed by either party with respect to enforcement of the Contract shall be filed in a court of competent jurisdiction in Cook County, Illinois.
10. This Contract shall not be modified or amended except by another writing signed by both parties to this contract. This Contract represents the entire understanding of the parties and supersedes all previous and contemporaneous oral understanding and agreements.

Aquascape Inc. _____

An Illinois Corporation A(n)_Corporation

By: By:

Printed Name Printed Name

Exhibit A

Project Scope :

Phase 1: Renovation of Existing Water Feature – Proksa Park

The main pond located at the western end of the water feature will be drained and cleaned of accumulated sediment and detritus to protect the newly installed filtration system from becoming overwhelmed. All existing wildlife will be safely captured and housed in temporary holding containers until the renovation is complete.

The existing pumps will be removed and replaced with a large precast concrete vault designed to safely house the new pumping system. The vault will be installed in the same location as the existing pumps. This area will be excavated to the required length, width, and depth to accommodate the vault. A layer of geotextile fabric and crushed stone will be installed on the subgrade to provide a stable base capable of supporting the weight of the precast vault.

The existing pond membrane will be permanently attached to the face of the concrete vault to create a watertight connection.

A large skimmer basket will be installed within the vault to facilitate more efficient maintenance procedures.

A modular wetland filtration system will be installed on the east side of the pond, adjacent to the existing bridge. The wetland filter will be constructed using a patented water distribution system combined with a sedimentation trap to enhance water quality.

The wetland filter will be housed within an excavation measuring approximately 25 feet wide by 40 feet long, with a minimum depth of 4.5 feet. All excavated material (approximately 200 cubic yards) will be reused on-site to minimize hauling costs.

A secondary pump will be installed within the pump vault to increase overall water circulation. This pump will discharge water through a piping system delivering flow to multiple discharge points along the southern and western edges of the pond.

Phase 2: Eastern Water Feature Renovation

The existing stone fountain and associated pumps, piping, and river rock will be removed to allow for installation of a new self-contained system. This feature is located at the eastern end of the water feature.

The new stone fountain will be installed on a false floor constructed using patented Aquablox® Water Matrix Units.

An excavation measuring approximately 24 feet wide by 26 feet long will be performed within the center of the existing eastern pond. Excavation depth will be determined on-site and is anticipated

to be approximately 3.5 feet. Excavated material (approximately 100 cubic yards) will be redistributed around the perimeter of the eastern pond, reducing the pond diameter from approximately 75 feet to 50 feet. This reduced footprint will help offset stormwater requirements for the area.

The fountain will include a new pumping system designed to provide multiple levels of water control to achieve the desired visual effect.

Additional boulders will be incorporated as necessary to complete the feature.

Project Specifications

Phase 1

A precast concrete vault will be installed to house new submersible pumps. The vault will include an opening connecting the pond to the vault, allowing all water flow to pass through a metal screening system that prefilters and captures floating debris, including leaves, feathers, trash, and windblown materials. The screen will require periodic inspection and cleaning to ensure adequate water flow to the pumps.

The submersible pumps will be positioned behind the metal screening to increase filtration efficiency.

- **Pump 1:**
One (1) 5 HP submersible pump with a 6-inch discharge, producing approximately 700 gallons per minute (GPM). Water will be distributed to a series of circulation jets strategically positioned to increase overall circulation within the eastern pond. These jets will direct surface water toward the prefilter system to improve water quality.
- **Pump 2:**
One (1) 5 HP submersible pump with a 6-inch discharge, producing approximately 700 GPM, delivering water to the constructed wetland filtration system.

Water will initially enter the constructed wetland filter through a water distribution channel (Centipede Modules) designed to reduce water velocity by approximately 93%, allowing larger particulates to settle within the channel.

The water will then flow upward through a secondary sedimentation chamber (Aquablox), providing additional removal of fine sediments and a further 90% reduction in water velocity. This chamber will require annual backflushing using the Snorkel Vault as the cleanout port.

Following sedimentation, the water will enter a bioreactor composed of high-surface-area structured bio-media (FilterBlox). The biofilm within the reactor will consume excess nutrients generated by waterfowl, fish, turtles, and dissolved organic compounds.

The final treatment zone will consist of washed river rock planted with native marginal aquatic plants to complete the filtration cycle.

The wetland filtration system is aerobic and requires dissolved oxygen for effective operation. The wetland outfall will create a waterfall effect to increase dissolved oxygen levels and ensure efficient system performance.

Phase 2: Eastern Water Feature Renovation

The existing stone fountain and associated pumps, piping, and river rock will be removed to allow for installation of a new self-contained system. This feature is located at the eastern end of the water feature.

The new stone fountain will be installed on a false floor constructed using patented Aquablox® Water Matrix Units.

An excavation measuring approximately 24 feet wide by 26 feet long will be performed within the center of the existing eastern pond. Excavation depth will be determined on-site and is anticipated to be approximately 3.5 feet. Excavated material (approximately 100 cubic yards) will be redistributed around the perimeter of the eastern pond, reducing the pond diameter from approximately 75 feet to 50 feet. This reduced footprint will help offset stormwater requirements for the area.

The fountain will include a new pumping system designed to provide multiple levels of water control to achieve the desired visual effect.

Additional boulders will be incorporated as necessary to complete the feature.

Material Specifications:

USA - AQUASCAPE WATER FEATURE BID SHEET

NAME		Proksa Park Update		SALESPERSON		Ed Beaulieu	
ADDRESS				DATE			
CITY		Berwyn		ZIP CODE			
E-MAIL				PHONE			
PROJECT DESCRIPTION							
PART #		DESCRIPTION		PRICE	QTY	TOTAL	
WETLAND & PONDLESS SYSTEM	29064	LARGE SNORKEL VAULT AND CAP		\$ 669.99	4	\$ 2,679.96	
	29068	LARGE SNORKEL VAULT EXTENSION		\$ 279.99	4	\$ 1,119.96	
	29065	LARGE CENTIPEDE MODULE		\$ 439.99	20	\$ 8,799.80	
	29491	AQUABLOX SMALL WATER STORAGE MODULE		\$ 59.99	240	\$ 14,397.60	
LINER, UNDERLAY, ROCK PAD & GEO-GRID	LINER	45 MIL FISH-SAFE EPDM LINER		LENGTH	WIDTH	PER SQ FT	
	LINER	45 MIL FISH-SAFE EPDM LINER - PIECE 1		100	50	\$ 2.39	5000 \$ 11,950.00
PUMPS	ULAY	AQUASCAPE STANDARD POND UNDERLAYMENT		LENGTH	WIDTH	PER SQ FT	
	42154	AQUASCAPE HEAVY DUTY POND UNDERLAYMENT - 15' X 300' - ROLL				\$ 1,399.99	2 \$ 2,799.98
PIPE & PLUMBING	SPCL ORDR	150B 43.7 - 230V 42,000 GPH				\$ 8,721.20	2 \$ 17,442.40
	SPCL ORDR	BEND FOR 150B 43.7				\$ 1,243.20	2 \$ 2,486.40
	SPCL ORDR	STAND FOR 150B 43.7				\$ 640.80	2 \$ 1,281.60
PUMPS	29026	AQUASCAPE FLEXIBLE PVC PIPE - 3" X 100' (30.48 M)				\$ 999.99	1 \$ 999.99
	Pur Local	6" PVC 10' Sections Pressure Pipe				\$ 119.99	40 \$ 4,799.60
	Pur Local	6" PVC fittings				\$ 47.50	25 \$ 1,187.50
	Pur Local	6" Pump Discharge Check Valve/Flanges				\$ 1,275.00	1 \$ 1,275.00
	Pur Local	Installation Kit				\$ 72.99	2 \$ 145.98
	Pur Local	Precast Concrete Pump Vault and Skimmer System				\$ 46,200.00	1 \$ 46,200.00
INSTALLATION TOOLS	54008	EPDM TAPE PRIMER				\$ 79.99	2 \$ 159.98
	22017	EPDM DOUBLE-SIDED SEAM TAPE - 3" X 25' (7.6 CM x 7.6 M)				\$ 69.99	2 \$ 139.98
	22003	EPDM ONE-SIDED COVER TAPE - 6" X 25' (15 CM x 7.6 M)				\$ 179.99	2 \$ 359.98
	30096	PROFESSIONAL BLACK WATERFALL FOAM				\$ 35.99	10 \$ 359.90
	54003	WATERFALL FOAM DISPENSING GUN				\$ 59.99	3 \$ 179.97
WATER		WATER TREATMENTS Bacteria-Phosphate Binder-Booster Packs				\$ 559.99	1 \$ 559.99
	ADDITIONAL STONE GRAVEL	CIRCULATION/AERATION JETS Valves and Manifolds				\$ 79.75	14 \$ 1,116.50
ADDITIONAL MATERIALS &		WEATHERED LIMESTONE		PER TON		\$ 425.00	25 \$ 10,625.00
		Graded Wetland Filter Gravel		PER TON		\$ 150.00	160 \$ 24,000.00
ADDITIONAL MATERIALS &		Crushed Rock Base		PER CUBIC YARD		\$ 80.00	5 \$ 400.00
		SAND		PER TON		\$ 70.00	12 \$ 840.00
				MATERIAL SUBTOTAL		\$ 156,307.07	
				SALES TAX (8.5%)			
				DELIVERY FEE (# OF TRIPS)	20	\$	8,000.00
				EQUIPMENT CHARGE	50	\$	17,500.00
				AQUASCAPE LABOR TOTAL	775	\$	116,250.00
				GRAND TOTAL		\$ 298,057.07	
				1ST INSTALLMENT DUE AT CONTRACT SIGNING		\$ 89,417.12	
				2ND INSTALLMENT DUE PRIOR TO INSTALLATION		\$ 119,222.83	
				FINAL PAYMENT DUE UPON COMPLETION		\$ 89,417.12	

USA - AQUASCAPE WATER FEATURE BID SHEET

NAME		East Pool of Proksa Park		SALESPERSON		Ed Beaulieu		
ADDRESS				DATE				
CITY		Berwyn		ZIP CODE				
E-MAIL				PHONE				
PROJECT DESCRIPTION								
	PART #	DESCRIPTION	PRICE	QTY	TOTAL			
BIOFALLS &	77023	WATERFALL SPILLWAY 12"W (31 CM)	\$ 209.99	5	\$ 1,049.95			
WETLAND & PONDLESS SYSTEM	49000	PONDLESS WATERFALL VAULT	\$ 419.99	2	\$ 839.98			
	49001	PONDLESS WATERFALL VAULT EXTENSION	\$ 119.99	8	\$ 959.92			
	29492	AQUABLOX LARGE WATER STORAGE MODULE	\$ 72.99	320	\$ 23,366.80			
	94012	FLO-CELL 30MM DRAINAGE CELL	\$ 10.99	180	\$ 1,978.20			
LINER, UNDERLAY, ROCK PAD & GEO-GRID	LINER	45 MIL FISH-SAFE EPDM LINER	LENGTH	WIDTH	PER SQ FT			
	LINER	45 MIL FISH-SAFE EPDM LINER - PIECE 1	50	50	\$ 2.39	2500	\$ 5,975.00	
PUMPS	ULAY	AQUASCAPE STANDARD POND UNDERLAYMENT	LENGTH	WIDTH	PER SQ FT			
	42148	AQUASCAPE HEAVY DUTY POND UNDERLAYMENT - 15' x 100' - COMPACT ROLL	\$ 499.99	1	\$ 499.99			
PIPE & PLUMBING	42154	AQUASCAPE HEAVY DUTY POND UNDERLAYMENT - 15' X 300' - ROLL	\$ 1,399.99	1	\$ 1,399.99			
	45037	SLD 5000-9000 ADJUSTABLE FLOW POND PUMP	\$ 999.99	3	\$ 2,999.97			
PUMPS	29023	AQUASCAPE FLEXIBLE PVC PIPE - 2" X 25' (7.62 M)	\$ 129.99	1	\$ 129.99			
	29024	AQUASCAPE FLEXIBLE PVC PIPE - 2" X 50' (15.24 M)	\$ 249.99	2	\$ 499.98			
	48026	CHECK VALVE DUAL UNION 2.0-2"	\$ 75.99	3	\$ 227.97			
INSTALLATION TOOLS	29103	BULKHEAD FITTING 2" FPT	\$ 29.98	3	\$ 89.94			
	54008	EPDM TAPE PRIMER	\$ 79.99	1	\$ 79.99			
WATER TREATMENTS	22003	EPDM ONE-SIDED COVER TAPE - 6" X 25' (15 CM x 7.6 M)	\$ 179.99	1	\$ 179.99			
	30096	PROFESSIONAL BLACK WATERFALL FOAM	\$ 35.99	10	\$ 359.90			
STONE	54003	WATERFALL FOAM DISPENSING GUN	\$ 59.99	3	\$ 179.97			
	29969	CHRISTY'S RED HOT BLUE GLUE	\$ 14.99	3	\$ 44.97			
GRAVEL ADDITIONAL	22010	SILICONE SEALANT-BLACK - 4.7OZ (139 ML)	\$ 12.98	2	\$ 25.96			
	40040	SMART POND DOSING SYSTEM XT	\$ 259.99	1	\$ 259.99			
SAND	40057	PREVENT FOR FOUNTAINS & WATERFALLS XT - 1 GAL	\$ 99.99	1	\$ 99.99			
		BOULDERS 36-48"	PER TON	\$ 225.00	12	\$ 2,700.00		
MATERIAL SUBTOTAL		Faux Rock Pump Vault Cover	\$ 747.50	1	\$ 747.50			
		POCONO RIVER 1 - 3" POND GRAVEL	PER TON	\$ 350.00	12	\$ 4,200.00		
SALES TAX (8.5%)		SAND	PER TON	\$ 70.00	10	\$ 700.00		
MATERIAL SUBTOTAL					\$	49,585.94		
SALES TAX (8.5%)								
DELIVERY FEE (# OF TRIPS)				5	\$	2,000.00		
EQUIPMENT CHARGE				15	\$	5,250.00		
AQUASCAPE LABOR TOTAL				400	\$	60,000.00		
GRAND TOTAL					\$	116,835.94		
1ST INSTALLMENT DUE AT CONTRACT SIGNING					\$	35,050.78		
2ND INSTALLMENT DUE PRIOR TO INSTALLATION					\$	46,734.38		
FINAL PAYMENT DUE UPON COMPLETION					\$	35,050.78		