

AGREEMENT FOR 2026 NATIVE AQUATIC MAINTENANCE SERVICES

This Agreement for Native Aquatic Maintenance Services (the "Agreement") is made as of the 3rd day of February, 2026 by and between the Wheaton Park District, an Illinois unit of local government (the "Park District"), with its principal place of business at 102 East Wesley Street, Wheaton, Illinois, 60187 and McCloud Aquatics, ("Contractor"), with its principal place of business at 705 E. North St., Elburn, IL 60119 which hereinafter may be referred to together as the "Parties" or individually as a "Party".

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials. The Contractor shall provide all labor, equipment and materials required to complete the following work: Native Aquatic Maintenance Services for various Park District locations (the "Work") as indicated in the Request for Proposal Documents for Native Aquatic Maintenance Services, dated December 15, 2025, attached to and incorporated as part of this Agreement by reference (the "RFP Documents").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Contractor, the RFP Documents, Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor Compliance and Certification, (Including the Substance Abuse Prevention Program Certification), attached to and incorporated as part of this Agreement as **Exhibit B**, and any modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the RFP Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

3. Term. Unless terminated earlier as provided in Section 14 of this Agreement, the term of this Agreement shall commence on April 1, 2026 and expire on December 31, 2026 (the "Term").

4. Performance of Work. Contractor agrees to perform all Work in a good and workmanlike manner. Contractor, on receipt of this Agreement executed by District, shall immediately place orders for materials and otherwise immediately commence performance of this Agreement.

5. Contract Sum. The District agrees to pay Contractor for the proper and timely performance of the Services in strict accordance with the Agreement the following prices:

	2026
Seven Gables Park Pond	\$ 1,950.00
Toohey Park Pond	\$ 1,300.00
Rathje Park Pond	\$ 1,500.00

Park Services Center Pond	\$ 1,150.00
Northside Park Pond	\$ 7,450.00
C.L. Herrick Park Pond	\$ 1,200.00
TOTAL	\$14,550.00

(collectively, hereinafter referred to as the "Contract Sum").

6. Payment. Payment shall be made by the Park District to the Contractor on a quarterly basis upon the Park District's receipt of an invoice itemizing the Work properly performed as determined by the Park District, and delivery of lien waivers and sworn statements, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment.

7. Waiver of Liens. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each. The Park District may withhold payment to Contractor in the event Contractor fails to provide waiver of liens and sworn affidavits in accordance with this Section 7 or if Contractor fails to make payments to any sub-supplier or sub-contractor for material or labor.

Final payment shall not become due until the Contractor has fully performed the Work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

8. Correction of Deficiencies. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

9. Warranties. Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by District's abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered to the Park District. Except as otherwise provided in this Agreement, all warranties shall become effective on the completion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern. Contractor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

10. Cleaning Up. The Contractor shall keep the project sites and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

11. Safety of Persons and Property.

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and

- (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- c. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

12. Insurance.

A. The Contractor shall acquire and keep in force at all times during the Term of this Agreement, the following insurance coverage:

- (i). Commercial General and Umbrella Liability Insurance

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Park District, its elected and appointed officials, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from smoke, fire, pollution, explosion, collapse, or underground property damage.

(ii). 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.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

(iii). Workers Compensation Insurance

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

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor shall waive subrogation and all other rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

(iv). General Insurance Provisions

a). Evidence of Insurance

Prior to beginning Work, Contractor shall furnish to the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

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

b). Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

c). 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.

d). Deductibles and Self-Insured Retentions

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

e). Subcontractors

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

13. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or

resulting from the performance of Contractor's performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

14. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 8 of this Agreement; and c) Contractor

shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

15. Compliance with Laws and Permits. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor Compliance and Certification Attachment is attached to and incorporated as **Exhibit B** to this Agreement.

16. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

17. No Liability. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way,

directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

18. No Third Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

19. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

20. Independent Contractor. Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. Non-Assignment. This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

22. Subcontracts. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

23. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Park District: Wheaton Park District
102 East Wesley Street
Wheaton, IL 60187
F: 630-665-5880
Email: mbenard@wheatonparks.org
Attention: Executive Director

If to Contractor: McCloud Aquatics
705 E. North St.
Elburn, IL 60119
Email: dpagonis@mcccloudaquatics.com
Attention: Dimitri Pagonis

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax or email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

24. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

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

26. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

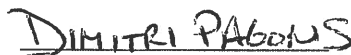
WHEATON PARK DISTRICT

By:


Executive Director
Wheaton Park District

CONTRACTOR: McCloud Aquatics

By:



Attest:

Its:

SALES MANAGER

805447

Exhibit A

WHEATON PARK DISTRICT – NATIVE AQUATIC MAINTENANCE SERVICES

Request for Proposal – December 15th, 2025

Contacts: Steve Hinchee, Superintendent of Planning, 630-510-4976,

shinchee@wheatonparks.org

Megan Greene, Assistant Planner, 630-510-4969, mgreene@wheatonparks.org

SCOPE OF WORK

PROJECT: Native Aquatic Maintenance Services

PROPOSAL DUE DATE: 9:30 AM. December 29, 2025

STARTING DATE: Upon approval by the Wheaton Park District Board of Park Commissioners and receipt of the signed contract and certificate of insurance naming the Wheaton Park District as the certificate holder and as additional insured.

SERVICE PERIOD: **April 1, 2026 through September 30, 2026**
April 1, 2027 through September 30, 2027
April 1, 2028 through September 30, 2028

The contractor is to provide seasonal aquatic weed and algae control as needed. This includes but, is not limited to American Pondweed, Duckweed, Yellow Floating Heart, and Common Reed. The performance standard for removal of American Pondweed and Duckweed shall be **10% or less** of total pond area.

Additionally, diagnostic monitoring, minor trash removal and applications of industry standard products shall be employed. The contractor is to make at least 26 site visits (every week).

A detailed report shall also be created for each visit and provided to:

- Nic Novak 630-639-8599 nnovak@wheatonparks.org

The work is to be performed at all of the following six (6) parks:

1. Seven Gables Park pond– 2.4 acres
1750 Naperville Rd., Wheaton
2. Toohey Park pond – .60 acres
1900 Orchard Rd., Wheaton
3. Rathje Park pond – 1.42 acres
616 Delles Ave., Wheaton
4. Park Services Center pond – .33 acres
1000 Manchester Rd., Wheaton
5. Northside Park pond – 12.62 acres

- 1311 N. West St., Wheaton
6. C.L. Herrick Park pond – 0.65 acres
Armbrust Dr. and Herrick Dr., Wheaton

Scope of Work:

- Monitor all sites weekly
- Identify management issues (e.g. weed infestations, overgrowth, algae)
- Determine management strategies available (e.g. herbicide, manual)
- Select appropriate management action (e.g. herbicide)
- Determine what will be monitored and how it will be monitored
- Determine how change and success will be evaluated (e.g. absence of weeds one month or one year after removal)
- Carry out action of removal & monitor results
- Assess previous management strategy and modify plan as necessary to adapt to site conditions

Note: There is boat access everywhere except Toohey Park. WPD will provide a key to whomever gets the contract.

Note: The specifications/performance standards do call for Duckweed treatment for all ponds. Duckweed coverage of up to 20% is acceptable only at Seven Gables Park.

Project Goals & Objectives:

This plan is designed to be adaptive to changing site conditions observed through periodic monitoring of the site. The monitoring visits are important to determine the annual tasks needed. Those tasks are then completed and then evaluated for effectiveness. New tasks are then defined as necessary to achieve the project goals and objectives.

This project is not subject to prevailing wage rates.

The Owner will issue the contract on an annual basis with the option to renew yearly for up to 2 years.

**PROPOSAL TO THE WHEATON PARK DISTRICT
BOARD OF PARK COMMISSIONERS
FOR NATIVE AQUATIC MAINTENANCE SERVICES**

The undersigned agrees that should this proposal be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written specifications for the amounts set forth as follows: (Please complete in ink or type).

BASE PROPOSAL

	2026	2027	2028
Seven Gables Park Pond	\$	\$	\$
Toohey Park Pond	\$	\$	\$
Rathje Park Pond	\$	\$	\$
Park Services Center Pond	\$	\$	\$
Northside Park Pond	\$	\$	\$
C.L. Herrick Park Pond	\$	\$	\$
TOTALS	\$	\$	\$

The Contractor further certifies that the official name or title and the business address of the Company to be considered as of the making of this proposal is as follows:

COMPANY NAME:			
CONTACT NAME:			
TITLE:			
ADDRESS:			
CITY, STATE and ZIP:		FAX NUMBER:	
PHONE NUMBER:		E-MAIL:	
CELL PHONE NUMBER:			
DATED THIS		DAY OF	2025
SIGNATURE:			

REVISION:

WHEATON PARK DISTRICT – NATIVE AQUATIC MAINTENANCE SERVICES

Revised on December 22nd, 2025: 13 Site Visits Instead of 26

Request for Proposal – December 15th, 2025

Contacts: Steve Hinchee, Superintendent of Planning, 630-510-4976,
shinchee@wheatonparks.org

Megan Greene, Assistant Planner, 630-510-4969, mgreene@wheatonparks.org

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April 1, 2027 through September 30, 2027
April 1, 2028 through September 30, 2028

The contractor is to provide seasonal aquatic weed and algae control as needed. This includes but, is not limited to American Pondweed, Duckweed, Yellow Floating Heart, and Common Reed. The performance standard for removal of American Pondweed and Duckweed shall be **10% or less** of total pond area.

Additionally, diagnostic monitoring, minor trash removal and applications of industry standard products shall be employed. The contractor is to make at least 13 site visits (every other week).

A detailed report shall also be created for each visit and provided to:

- Nic Novak 630-639-8599 nnovak@wheatonparks.org

The work is to be performed at all of the following six (6) parks:

7. Seven Gables Park pond— 2.4 acres
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8. Toohy Park pond – .60 acres
1900 Orchard Rd., Wheaton
9. Rathje Park pond – 1.42 acres
616 Delles Ave., Wheaton
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Scope of Work:

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- Select appropriate management action (e.g. herbicide)
- Determine what will be monitored and how it will be monitored
- Determine how change and success will be evaluated (e.g. absence of weeds one month or one year after removal)
- Carry out action of removal & monitor results
- Assess previous management strategy and modify plan as necessary to adapt to site conditions

Note: There is boat access everywhere except Toohey Park. WPD will provide a key to whomever gets the contract.

Note: The specifications/performance standards do call for Duckweed treatment for all ponds. Duckweed coverage of up to 20% is acceptable only at Seven Gables Park.

Project Goals & Objectives:

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This project is not subject to prevailing wage rates.

The Owner will issue the contract on an annual basis with the option to renew yearly for up to 2 years.

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BOARD OF PARK COMMISSIONERS
FOR NATIVE AQUATIC MAINTENANCE SERVICES**

The undersigned agrees that should this proposal be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written specifications for the amounts set forth as follows: (Please complete in ink or type).

BASE PROPOSAL

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Northside Park Pond	\$	\$	\$
C.L. Herrick Park Pond	\$	\$	\$



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2026

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: Certificate Processing Department	
Shepherd Insurance		PHONE (A/C, No, Ext): (812) 522-8555	FAX (A/C, No): (812) 522-8592
320 South Airport Road		E-MAIL ADDRESS: certs@shepherdins.com	
PO Box 443		INSURER(S) AFFORDING COVERAGE	
Seymour IN 47274		INSURER A : Donegal Mutual Insurance Co	NAIC # 13692
INSURED		INSURER B : Accelerant Specialty Insurance Company	
B S & T DBA		INSURER C :	
McCloud Aquatics		INSURER D :	
705 E North St		INSURER E :	
Elburn IL 60119		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: CL2621692518

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPA9487310	03/01/2026	03/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000135242	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ -0-			CXL9487310	03/01/2026	03/01/2027	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000039588	03/01/2026	03/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability & Pollution Liability			S0073PL02214300	04/18/2025	04/18/2026	Professional Liability \$1,000,000 Contractors Pollution \$1,000,000 Aggregate Limit \$2,000,000

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

Additional Insured status applies to General Liability (Including Ongoing Operations & Completed Operations), & Automobile Liability coverages on a Primary & Non-Contributory Basis where required by written contract subject to policy terms, conditions & exclusions per attached forms. Additional Insured status applies to Umbrella Liability coverage where required by written contract subject to policy terms, conditions & exclusions per attached forms. Waiver of Subrogation applies to General Liability, Automobile Liability, Workers Compensation & Umbrella Liability coverages where required by written contract subject to policy terms, conditions & exclusions per attached forms. Umbrella Liability extends over the General Liability, Automobile Liability, and Employer's Liability policies.

CERTIFICATE HOLDER

CANCELLATION

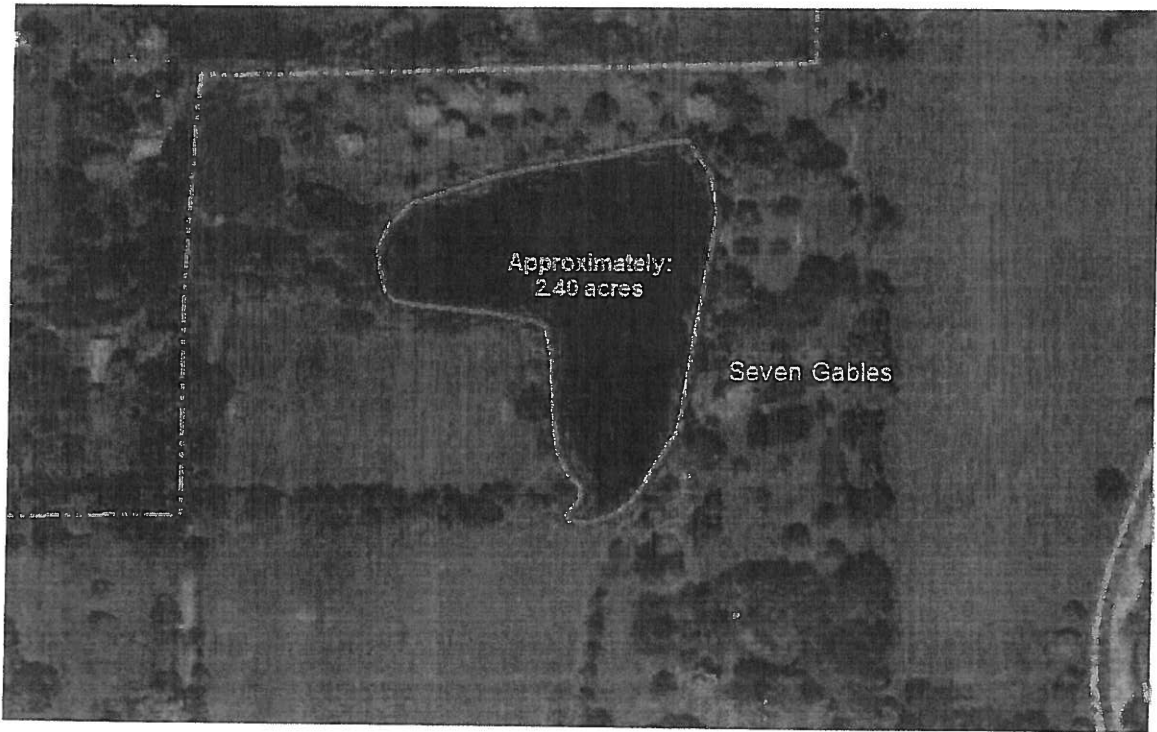
Wheaton Park District 1000 Manchester Road Wheaton IL 60187	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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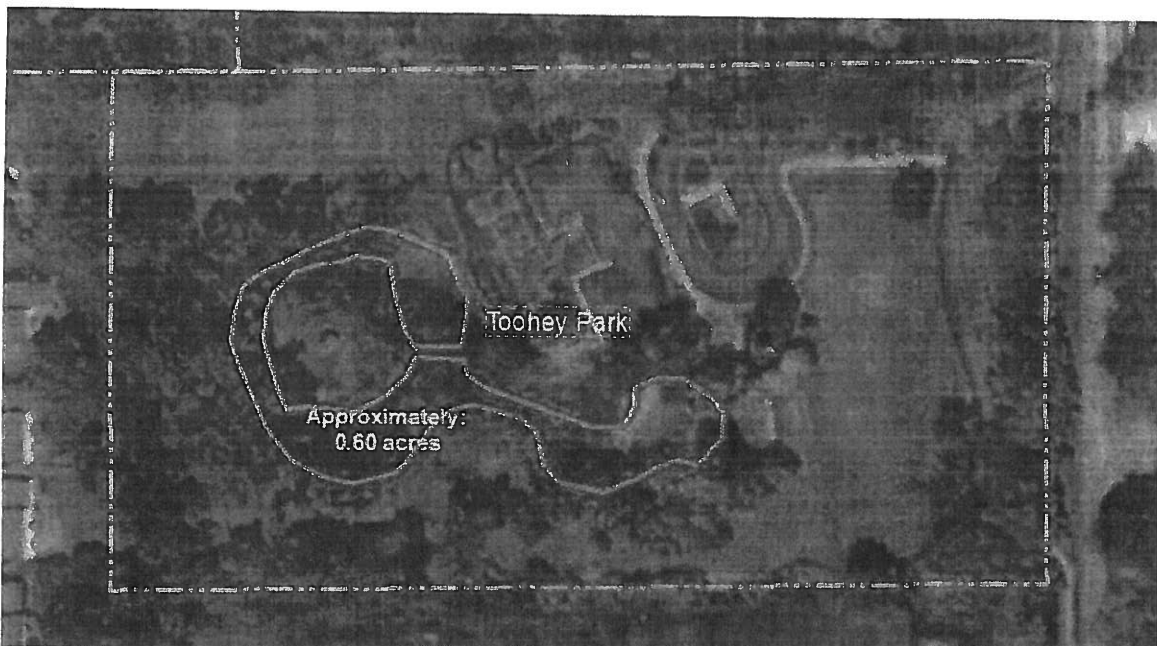
TOTALS	\$	\$	\$
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The Contractor further certifies that the official name or title and the business address of the Company to be considered as of the making of this proposal is as follows:

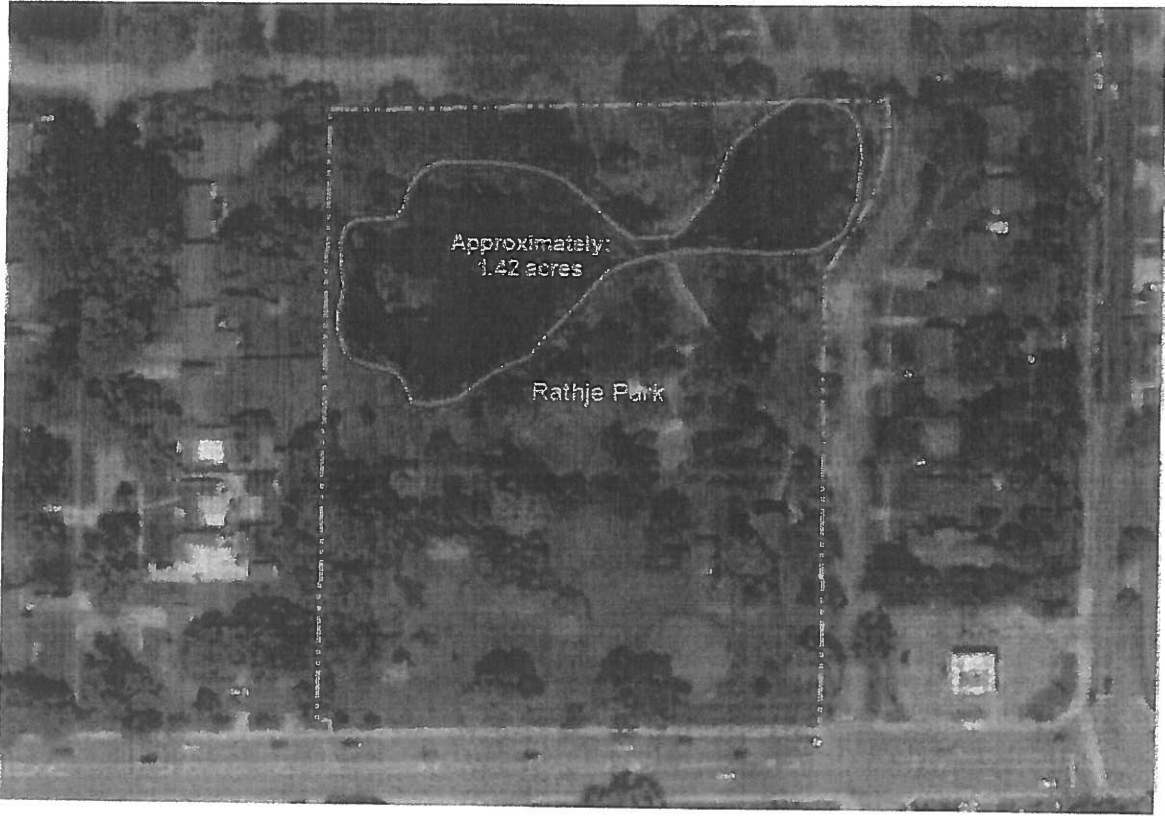
COMPANY NAME:				
CONTACT NAME:				
TITLE:				
ADDRESS:				
CITY, STATE and ZIP:		FAX NUMBER:		
PHONE NUMBER:		E-MAIL:		
CELL PHONE NUMBER:				
DATED THIS		DAY OF		2025
SIGNATURE:				



Seven Gables – Aquatic Management



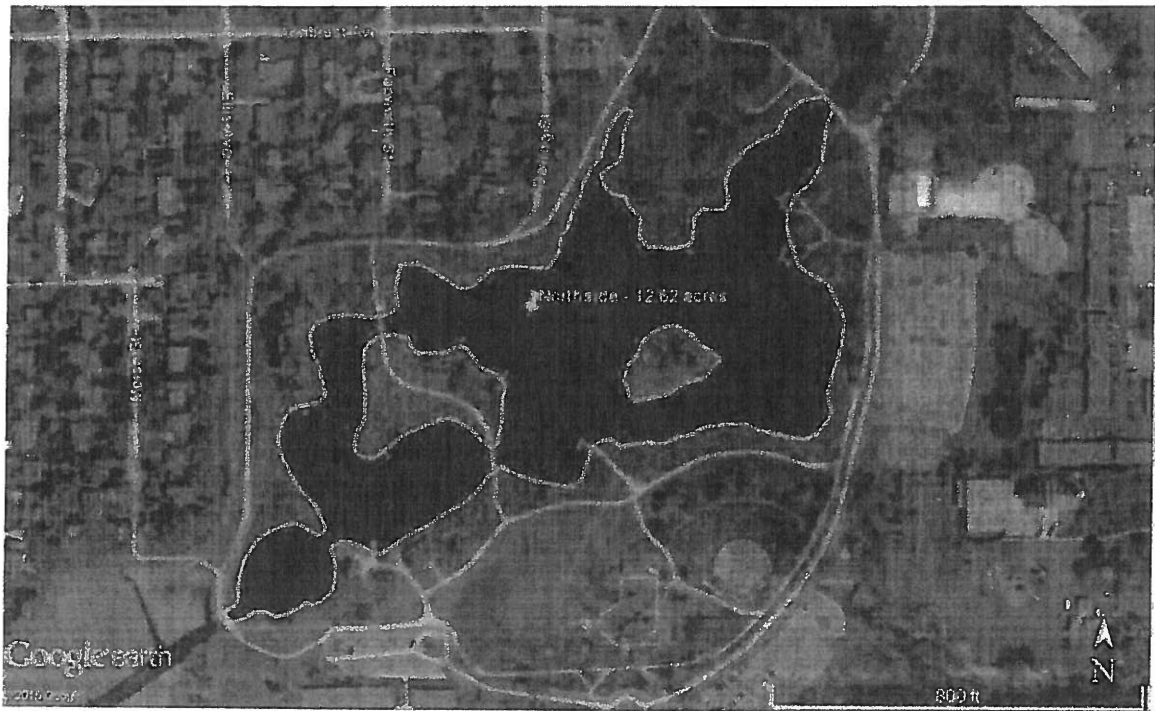
Toohey Park – Aquatic Management



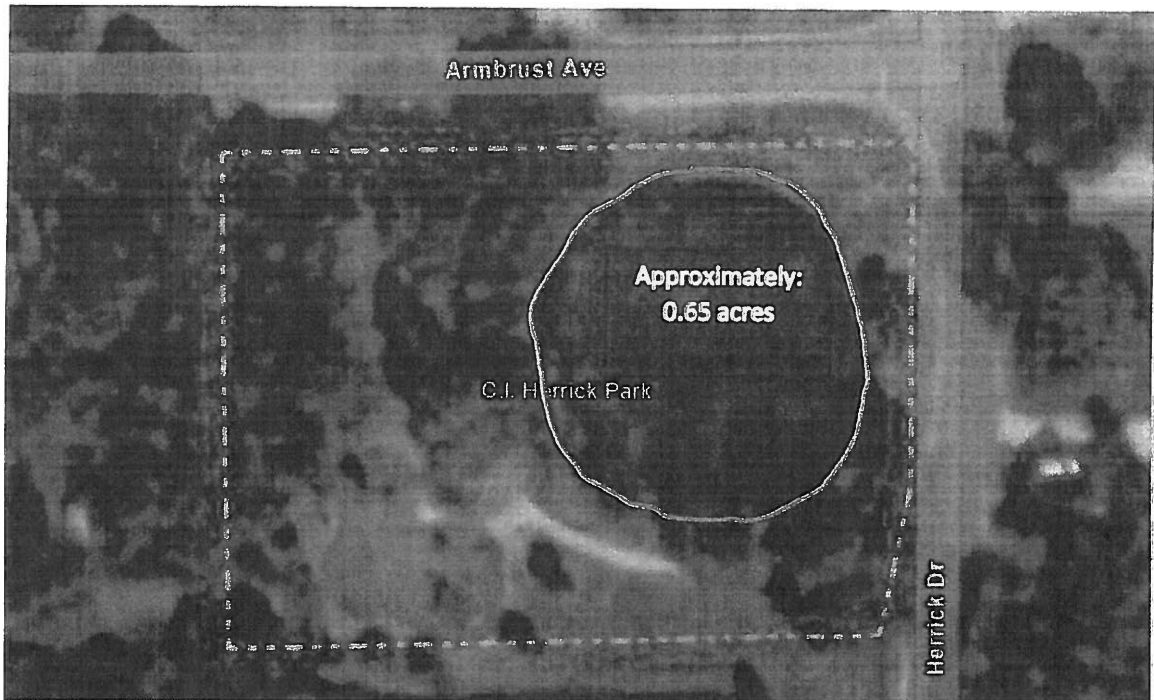
Rathje Park – Aquatic Management



Park Services Center – Aquatic Management



Northside Park - Aquatic Management



C.L. Herrick Park - Aquatic Management

WHEATON PARK DISTRICT – NATIVE AQUATIC MAINTENANCE SERVICES

Revised on December 22nd, 2025: 13 Site Visits Instead of 26

Request for Proposal – December 15th, 2025

Contacts: Steve Hinchee, Superintendent of Planning, 630-510-4976, shinchee@wheatonparks.org
Megan Greene, Assistant Planner, 630-510-4969, mgreene@wheatonparks.org

SCOPE OF WORK

PROJECT: **Native Aquatic Maintenance Services**

PROPOSAL DUE DATE: **9:30 AM. December 29, 2025**

STARTING DATE: Upon approval by the Wheaton Park District Board of Park Commissioners and receipt of the signed contract and certificate of insurance naming the Wheaton Park District as the certificate holder and as additional insured.

SERVICE PERIOD: **April 1, 2026 through September 30, 2026**
April 1, 2027 through September 30, 2027
April 1, 2028 through September 30, 2028

The contractor is to provide seasonal aquatic weed and algae control as needed. This includes but, is not limited to American Pondweed, Duckweed, Yellow Floating Heart, and Common Reed. The performance standard for removal of American Pondweed and Duckweed shall be **10% or less** of total pond area.

Additionally, diagnostic monitoring, minor trash removal and applications of industry standard products shall be employed. The contractor is to make at least 13 site visits (every other week).

A detailed report shall also be created for each visit and provided to:

- *Nic Novak 630-639-8599 nnovak@wheatonparks.org*

The work is to be performed at all of the following six (6) parks:

1. Seven Gables Park pond– 2.4 acres
1750 Naperville Rd., Wheaton
2. Toohey Park pond – .60 acres
1900 Orchard Rd., Wheaton
3. Rathje Park pond – 1.42 acres
616 Delles Ave., Wheaton
4. Park Services Center pond – .33 acres
1000 Manchester Rd., Wheaton
5. Northside Park pond – 12.62 acres
1311 N. West St., Wheaton
6. C.L. Herrick Park pond – 0.65 acres

Armbrust Dr. and Herrick Dr., Wheaton

Scope of Work:

- Monitor all sites weekly
- Identify management issues (e.g. weed infestations, overgrowth, algae)
- Determine management strategies available (e.g. herbicide, manual)
- Select appropriate management action (e.g. herbicide)
- Determine what will be monitored and how it will be monitored
- Determine how change and success will be evaluated (e.g. absence of weeds one month or one year after removal)
- Carry out action of removal & monitor results
- Assess previous management strategy and modify plan as necessary to adapt to site conditions

Note: There is boat access everywhere except Toohey Park. WPD will provide a key to whomever gets the contract.

Note: The specifications/performance standards do call for Duckweed treatment for all ponds. Duckweed coverage of up to 20% is acceptable only at Seven Gables Park.

Project Goals & Objectives:

This plan is designed to be adaptive to changing site conditions observed through periodic monitoring of the site. The monitoring visits are important to determine the annual tasks needed. Those tasks are then completed and then evaluated for effectiveness. New tasks are then defined as necessary to achieve the project goals and objectives.

This project is not subject to prevailing wage rates.

The Owner will issue the contract on an annual basis with the option to renew yearly for up to 2 years.

**PROPOSAL TO THE WHEATON PARK DISTRICT
BOARD OF PARK COMMISSIONERS
FOR NATIVE AQUATIC MAINTENANCE SERVICES**

The undersigned agrees that should this proposal be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written specifications for the amounts set forth as follows: (Please complete in ink or type).

BASE PROPOSAL

	2026	2027	2028
Seven Gables Park Pond	\$ 1,950.00	\$ 1,950.00	\$ 2,050.00
Toohy Park Pond	\$ 1,300.00	\$ 1,300.00	\$ 1,350.00
Rathje Park Pond	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00
Park Services Center Pond	\$ 1,150.00	\$ 1,150.00	\$ 1,175.00
Northside Park Pond	\$ 7,450.00	\$ 7,450.00	\$ 7,850.00
C.L. Herrick Park Pond	\$ 1,200.00	\$ 1,200.00	\$ 1,250.00
TOTALS	\$ 14,550.00	\$ 14,550.00	\$ 15,250.00

The Contractor further certifies that the official name or title and the business address of the Company to be considered as of the making of this proposal is as follows:

COMPANY NAME:	McCloud Aquatics		
CONTACT NAME:	Dimitri Pagonis		
TITLE:	Sales Manager		
ADDRESS:	705 E. North St, Elburn, IL 60119		
CITY, STATE and ZIP:	Elburn, IL 60119	FAX NUMBER:	
PHONE NUMBER:	847-891-6260	E-MAIL:	dpagonis@mccloudaquatics.com
CELL PHONE NUMBER:	847-489-2479		
DATED THIS	December	DAY OF	28
			2025
SIGNATURE:	<i>D. Pagonis</i>		

Exhibit B

CONTRACTOR COMPLIANCE AND CERTIFICATION

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

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company, or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- K. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- L. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

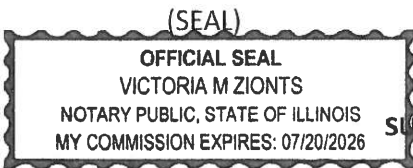
By: Dimitri Pagonis - McCloud Aquatics
 Its: Sales Manager

STATE OF Illinois)
)SS
 COUNTY OF Kane)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Dimitri Pagonis appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 2/19/26

Victoria M. Zionts
 (Notary Public)



SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

McCloud Aquatics

Name of Contractor/Subcontractor (print or type)

Dimitri Pagoms

Name and Title of Authorized Representative (print or type)

D. Pagoms

Dated: 2/19/26

Signature of Authorized Representative

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated: _____

