

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0830

Contract #: 20250499

Start date: 10/29/2026

End date: 12/31/2025

Amount: \$ 67,794.83

Contingency Amount: \$ 0.00

Department: Recreation and Parks

Total Contract Amount: \$ 67,794.83

Contract Type: Contractor

Contractors Name: Johnson Health Tech North America Inc dba Matrix Fitness

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached

Self-Certifying

Did not disclose

Contract Description: OPHFC Matrix Cardio Equipment Purchase



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Matrix Fitness, Johnson Health Tech North America
RELATIVE TO THE VILLAGE'S PURCHASE OF Matrix Cardio Equipment Purchase**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made October 20, 2025, by and between the Village of Orland Park (hereinafter referred to as "Village") and Matrix Fitness, Johnson Health Tech North America (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Goods to be Purchased:** The Vendor agrees to and shall provide all of the Goods identified:
 on Vendor's Quote or Proposal Number dated October 29, 2025 ("Quote"); or
 on Village's Purchase Order No. _____ dated _____ ("Purchase Order");
which is/are attached hereto and made a part of this Agreement as Exhibit A. The terms, conditions and specifications set forth in Village's Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Vendor. Any provisions in the Vendor's Quote or Proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's Purchase Order shall control.
2. **Not to Exceed Payment:** The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order a total amount of not to exceed \$67,794.83 ("Contract Amount").
3. **Compensation:**
 - A. The Village agrees to pay the Vendor for the Goods in the following manner:
 Payment of Invoice after Delivery: Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or
 Progress Payments:
 - A. 50% of the base Contract Amount upon execution of this Agreement; and
 - B. 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.
 - Prepayment of Village Order:** The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or
- B. **Payment:** Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

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4. Contract Documents: The term “Contract Documents” means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 - Scope of Order as set forth in the Vendor’s Quote or Proposal Number QUO-205698-Y7Z2F2 dated October 29, 2025 (Exhibit A)
 - Village of Orland Park Purchase Order No. _____ (Exhibit A)

5. Time is of the Essence; Delivery Date: Time is of the essence of this Contract. The Goods shall be delivered to the Village as set forth on:
 - The Vendor’s Quote (Proposal), but not later than December 31, 2025
 - The Village of Orland Park Purchase Order No. _____.
 (hereinafter the “Delivery Date”), barring only Acts of God, due to which the Delivery Date may be modified only if approved in writing by the Village. The Goods shall be delivered FOB to the Village, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the Village.

6. Title and Risk of Loss: Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Village. The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.

7. Control and Inspection of Goods: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Goods shall be made after delivery. Final inspection, acceptance or rejection of the Goods shall not impose liability on the Village for Goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Goods until and unless fully corrected and/or replaced as determined by the Village. All Goods delivered and, if applicable, installed by the Vendor shall be in conformance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Agreement shall take precedence unless the Vendor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated in the Contract Documents, the Vendor shall provide new commodities, fresh stock, and/or the latest design or package, as applicable. Vendor also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other third party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. All delivery arrangements shall be made in advance with the Village’s designee. Notwithstanding anything to the contrary in any of the Contract Documents, risk of loss, damage, or destruction to the Goods shall only pass to the Village only upon delivery of the Goods in good condition to the Village.

8. Deficiencies: The Village may, if the Vendor does not correct deficiencies in the Goods with reasonable promptness after receiving a written notice from the Village, deduct the reasonable cost of the correction or cure from the amounts owed to the Vendor or require the Vendor to retrieve the Goods at its sole expense and deduct the full amount of the returned Goods from the Agreement Sum. The rights and remedies of the Village stated in this provision shall be in addition to and not in limitation of, any other rights that the Village may have under other provisions of this Agreement or at law or in equity.

9. Taxes: The VILLAGE is a public body and is exempt from excise, sales and use taxes. Vendor warrants that all material costs and scheduled values have been calculated so as to give the Village its tax exempt status.

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10. **Termination:** This Agreement may be terminated by the Village for cause or convenience upon written notice to Vendor and in the case of Goods manufactured or modified to the Village's specifications, only upon payment of the costs incurred, as approved by the Village, up to the date of termination.
11. **Venue and Choice of Law:** The Vendor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
12. **Nonassignability:** The Vendor shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
13. **Notices and Communications:** Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Ray Piattoni
 Village of Orland Park
 14700 South Ravinia Avenue
 Orland Park, Illinois 60462
 Telephone: 708-403-6283
 Facsimile: _____
 Email: rpiattoni@orlandpark.org

To the Contractor:

Name: Mark Theisen
 Matrix Fitness, Johnson Health Tech North America
 1600 Landmark Drive
 Cottage Grove, WI, 53527
 Telephone: _____
 Facsimile: _____
 e-mail: mark.theisen@matrixfitness.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

14. **Warranty and Guarantee:** In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Vendor shall warrant and guarantee the Goods for the greater of (i) a period of two (2) years from the date of delivery thereof to the Village or (ii) Vendor's standard warranty for such Goods (the "Warranty Period"). The Vendor warrants and guarantees that for the Warranty Period the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Vendor shall promptly replace any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. The cost of repair or replacement shall include all reasonable packaging and shipping costs to Vendor as well as re-delivery to the Village. In the event that the Vendor should fail to make such replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.
15. **Commercial General Liability Insurance:** Prior to supplying and/or delivering the goods which are the subject of this Agreement, the Vendor shall be required to provide to the Village evidence of \$1,000,000

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combined single limit per occurrence for bodily injury, property damage, and products/completed operations coverage. The general aggregate amount of such coverage shall be a minimum of \$2,000,000. Such coverage shall name the Village of Orland Park, its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis and provide the Village with a Certificate of Insurance and required additional insured endorsements evidencing such coverage.

Cyber Liability Coverage: for losses arising out of the Vendors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

16. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
17. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
18. Facsimile or PDF Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of an established electronic security procedure mutually agreed upon in writing by the Parties.
19. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
20. Independent Contractor/No Third Party Beneficiaries: Vendor shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between the parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
21. Intellectual Property: Vendor hereby grants to Village a paid-up, non-exclusive, unrestricted license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including without limitation all drawings, prints, manuals and specifications) furnished hereunder. In the event Village engages Vendor to produce materials which would be considered "Intellectual Property" (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, manuscripts), it is understood and agreed by Vendor that Village will be the sole owner of all intellectual property rights (including without limitation all copyrights) associated with such Intellectual Property. All Intellectual Property shall be considered "works made for hire" to be owned by Village pursuant to 17 U.S.C. §201.
22. Freedom of Information Act Compliance: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park

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will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

- 23. Compliance with Laws: Vendor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the goods to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Vendor shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.

- 24. Entire Agreement: This Agreement (including but not limited to the Addendum to Contract and the other Contract Documents and all Exhibits attached hereto which by reference are made a part of this Agreement), are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Matrix Fitness, Johnson Health Tech North America

E-SIGNED by Mark Theisen
By: on 2025-12-01 13:41:38 GMT

Mark Theisen
Name:
Central Regional Director

Its & Authorized Agent

VILLAGE OF ORLAND PARK

E-SIGNED by George Koczwar
By: on 2025-12-02 17:50:24 GMT

George Koczwar
Name:

Village Manager
Title:

1533832-02-5-6

[***GOODS1533832 *2 *253559252383857535194410009294786878015793755351*5*6***]

EXHIBIT A

[ATTACH]

Vendor's Quote or Proposal Number QUO-205698-Y7Z2F2 dated October 29, 2025

1533832-02-6-6

[***GOODS1533832 *2 *253559252383857535194410009294786878015793755351*6*6***]

EXHIBIT A

QUOTE

MATRIX

Date: 10/29/2025
Quote #: QUO-205698-Y7Z2F2
Expires On: 11/28/2025

Primary Sales Contact
 Kevin Kingston
 P: 773-919-7370 F: 608-839-5689
 kevin.kingston@matrixfitness.com

Alternate Sales Contact
 Becky Cowell
 P: 608-839-1199 F: 608-839-5933
 Becky.Cowell@matrixfitness.com

Bill To:
 Village of Orland Park
 Kinzie Kuchenbecker
 14700 Ravinia Ave
 Orland Park, IL 60462-3167
 US
 (708) 403-6100 - kkuchenbecker@ophfc.com

Ship To:
 Orland Park Health and Fitness Center
 15430 West Ave
 Orland Park, IL 60462-4661
 US

Comments:

trade in 5 Matrix Recumbent Bikes and 4 Precor Elliptical units.

\$500 total value

Shipping Notes:

- Strength Frame Color: *N/A - Pad Color: *None - Cardio Frame Color: *Graphite

Qty	Model Number	Description (Sell sheet hyperlinks in Blue)	List Price	Net Unit Price	Ext. Price
2	T-ES-TouchXL-02	Matrix Endur.TouchXL Treadmill Graphite	\$20,305.00	\$6,800.00	\$13,600.00
5	R-ES-Touch-02	Matrix Endur. Touch Recumbent Graphite	\$13,425.00	\$5,100.00	\$25,500.00
4	E-PS-Touch-02	Matrix Perf. Touch Elliptical Graphite	\$17,590.00	\$6,200.00	\$24,800.00
11	FACILITY 360 TOUCH	Ecofit Facility 360 License Touch	\$35.00	\$0.00	\$0.00

List Price Total	\$178,480.00	Equipment Sales Price	\$63,900.00
Customer Savings	\$114,580.00	FRT/ASM/DEL	\$4,394.83
		Used Equipment Trade In Discount	(\$500.00)

Customer Subtotal (before tax)	\$67,794.83
Tax (Estimated,subject to change)	\$0.00
Total Amount Due (USD)(including tax)	\$67,794.83

Sign Below to accept this order and acknowledge receipt and acceptance of the JHTNA Terms and Conditions of the sale, and the JHTNA Electrical (treadmill only) & cabling (entertainment only) requirements and the JHTNA Strategic Partner Warranty

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - FREIGHT QUOTES ARE SUBJECT TO CHANGE BASED ON INFORMATION CONTAINED IN THE SITE SURVEY - ADDITIONAL CHARGES MAY APPLY

Payments must be made payable to:
Johnson Health Tech North America Inc

USPS only
Johnson Health Tech NA Inc
PO Box 88931
Milwaukee, WI 53288-8931

Courier Services – UPS, FedEx, etc
Johnson Health Tech North America Inc - 010931
4900 W Brown Deer Rd
Milwaukee, WI 53223

Quote #: QUO-205698-Y7Z2F2

Quote Amount: \$67,794.83

Payment Terms: CIA ACH or Wire

Signature: _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

Deposit Amount: _____

TERMS AND CONDITIONS PER GOOD AND SERVICES AGREEMENT DATED 11/5/2025 BETWEEN THE VILLAGE OF ORLAND PARK AND JOHNSON HEALTH TECH NORTH AMERICA, INC. DBA MATRIX FITNESS WILL APPLY.

~~NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN PURCHASER'S PURCHASE ORDER, IF ANY, THIS ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE ATTACHED TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IN THE EVENT THAT ANY OF THE TERMS OR CONDITIONS SET FORTH IN THE AGREEMENT CONFLICT OR ARE INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER, THEN PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT SHALL SUPERSEDE AND CONTROL THIS TRANSACTION.~~

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Kent Stevens, as Executive VP of Sales/Secretary
(Enter Name of Person Making Certification) *(Enter Title of Person Making Certification)*

and on behalf of Johnson Health Tech North America, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D.#: 26-3652291
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation Wisconsin 2008
(State of Incorporation) *(Date of Incorporation)*

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned
- Women-Owned
- Veteran-Owned
- Disabled-Owned
- Small Business *(SBA standards)*
- Prefer not to disclose
- Not Applicable

How are you certifying? Certificates Attached Self-Certifying

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned
- Women-Owned
- Veteran-Owned
- Disabled-Owned
- Small Business *(SBA standards)*
- Prefer not to disclose
- Not Applicable

3) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) **SEXUAL HARASSMENT POLICY:** Yes No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition,

the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **TAX CERTIFICATION:** Yes No []

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Kent Stevens

Signature of Authorized Officer

Kent Stevens

Name of Authorized Officer

Executive VP of Sales/Secretary

Title

10-30-2025

Date

CERTIFICATE *of* SIGNATURE

REF. NUMBER
4FJZG-GQPZH-AFKWN-W27AD

DOCUMENT COMPLETED BY ALL PARTIES ON
30 OCT 2025 16:53:47
UTC

SIGNER

KENT STEVENS

EMAIL
KENT.STEVENS@MATRIXFITNESS.COM

TIMESTAMP

SENT
30 OCT 2025 16:44:33

VIEWED
30 OCT 2025 16:51:44

SIGNED
30 OCT 2025 16:53:47

SIGNATURE



IP ADDRESS
98.97.25.30

LOCATION
SAN JOSE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
30 OCT 2025 16:51:44





BUSINESS RELATIONSHIP DISCLOSURE FORM

Business Relationships. Pursuant to Village Code, all business relationships between vendors and Officials must be disclosed. Vendors and Officials shall complete this Business Relationship Disclosure Form when applicable. Failure to comply shall be considered a violation of the ordinance and can result in penalties.

For Vendors. Any vendor who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a current official or a past official during the preceding 10 years, where such relationship resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the current or past official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

For Officials. Any official who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a vendor, where such relationship has resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

Submission of a disclosure does not disqualify a Vendor from consideration for a contract, grant, concession, land sale, lease or any other matters subject to the Village approval.

(1) Check applicable box Vendor Official

(2) For Vendor

I do not have a business relationship with any current Village of Orland Park Official or reasonably expect such a relationship in the following twelve months that entitled the Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix A for a listing of current Officials. (Please check the box and complete Certification below.)

I did not have a business relationship with any past Village of Orland Park Official in the preceding ten (10) years that entitled the past Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix B for a listing of past Officials is included with this disclosure form. (Please check the box and complete Certification below.)

(3) Please provide the name(s) of the Vendor(s) or Official(s) or related party.

(4) What is the nature of the business relationship with the Vendor(s) or Official(s) or related party?

(5) Provide the date(s)[month/year] of engagement or expected engagement:

(6) If the Vendor has been acquired or purchased within the preceding five (5) years:

a. The date(s) of acquisition of the Vendor: _____

b. The name(s) of the preceding Vendor, if changed: _____

Certification

The undersigned Mark Theisen, as Central Regional Director, and on
(Print Name of Person Making Disclosure) (Print Title of Person Making Certification)

behalf of Johnson Health Tech North America, Inc., certifies the information supplied is true and accurate.
(Print Name of Vendor / Official)

Signature: Mark Theisen

Date: November 5, 2025

See Appendix A for the List of Current Officials

See Appendix B for the List of Officials for the Past Ten (10) Years

APPENDIX A – LIST OF CURRENT OFFICIALS (2025)

Mayor

James V. Dodge, Jr.

Trustees

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

Village Clerk

Mary Ryan Norwell

Village Manager

George Koczwar

Assistant Village Manager

Jim Culotta

Directors / Department Heads

Development Services - Steve Marciani

Engineering – Syed Khurshid Hoda

Finance – Christopher Frankenfield

Human Resources - Regina Earley

Information Technology – Tad Spencer

Police Department – Eric Rossi

Public Works – Joel Van Essen

Recreation and Parks – Ray Piattoni

APPENDIX B – LIST OF OFFICIALS FOR THE PAST TEN (10) YEARS

May 2021 – April 2025

Keith Pekau, Mayor
William Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee
Sean Kampas, Trustee
Brian J. Riordan, Trustee
Joni J. Radaszewski, Trustee

May 2019

Keith Pekau, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Daniel T. Calandriello, Trustee
William R. Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee

May 2017

Keith Pekau, Mayor
(No change in Trustees)

2015 – April 2017

Mayor

Daniel J. McLaughlin

Trustees

Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

Village Clerk

John C. Mehalek

Inactive Directors / Department Heads

Communications & Marketing – Nabeha M. Zegar, May 2022 – March 2024

Development Services – Karie L Friling, January 2006 – September 2017

Finance – Annmarie K Mampe, August 2003 – May 2020

Finance – Kevin Wachtel, May 2020 – April 2024

Human Resources – Stephana M Przybylski, March 2007 – July 2020

Human Resources – Denise A Maiolo, June 2020 – December 2021

Human Resources - Christina A Hackney, March 2022 – April 2022

Information Technology - John F Florentine, July 2016 – January 2019

Information Technology – David Buwick, June 2019 – March 2023

Police Department – Tim McCarthy, May 1994 – August 2020

Public Works – John J Ingram, February 2012 – July 2019



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type MUST be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p>WORKERS' COMPENSATION & EMPLOYER LIABILITY Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p>AUTOMOBILE LIABILITY (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p>GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p>ADDITIONAL INSURED ENDORSEMENTS: <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses. 	<p>LIABILITY UMBRELLA (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p>PROFESSIONAL LIABILITY</p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> BUILDERS RISK Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> CYBER LIABILITY \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 29th DAY OF October, 2025

Mark Theisen

Signature
Mark Theisen - Central Regional Sales Director

Printed Name & Title

Authorized to execute agreements for:
Johnson Health Tech North America, Inc.

Name of Company

CERTIFICATE *of* SIGNATURE

REF. NUMBER
7HZBH-MKW8M-WJT2G-B6XFW

DOCUMENT COMPLETED BY ALL PARTIES ON
29 OCT 2025 20:45:51
UTC

SIGNER

MARK THEISEN

EMAIL
MARK.THEISEN@MATRIXFITNESS.COM

TIMESTAMP

SENT
29 OCT 2025 20:18:44
VIEWED
29 OCT 2025 20:45:33
SIGNED
29 OCT 2025 20:45:51

SIGNATURE



IP ADDRESS
72.35.32.42

LOCATION
INDIANAPOLIS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
29 OCT 2025 20:45:33



Policy Number

PRA 9519463 - 00

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured JOHNSON HEALTH TECH NORTH AMERICA, INC Effective Date: 10/01/2025
12:01 A.M., Standard Time

Agent Name M3 INSURANCE SOLUTIONS INC Agent No. 39099000

Common Policy Forms and Endorsements

U-GU-1281-A NJ	09/21	ONE-PAGE SUMMARY - COMMERCIAL PROPERTY/BUSINESS INCOME BUSINESS INTERRUPTION COVERAGE
U-GU-1223-B CA	09/16	Revised Definition of Spouse Endorsement
U-GU-630-E CW	01/20	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
U-GU-767-B CW	01/15	Cap On Losses From Certified Acts Of Terrorism
U-GU-D-310-A	01/93	Common Policy Declarations
U-GU-406-B	07/15	Installment Premium Schedule
U-GU-616-A CW	10/02	Schedule of Taxes, Surcharges or Fees
U-GU-619-A CW	10/02	Schedule of Forms and Endorsements
U-GU-319-F	01/09	Important Notice - In Witness Clause
U-GU-621-A CW	10/02	Schedule Of Named Insured(s)
U-GU-618-A CW	10/02	Schedule of Locations
IL 00 17	11/98	Common Policy Conditions
IL 00 21	09/08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 83	11/18	Wisconsin Changes - Cancellation and Nonrenewal
IL 09 10	07/02	Pennsylvania Notice
IL 00 03	09/08	Calculation Of Premium
U-GU-1191-A CW	03/15	Sanctions Exclusion Endorsement
PPP0322	0822	Peak Season Limit of Insurance

Property Portfolio Protection Forms and Endorsements

PPP-0001	06/06	Commercial Property Coverage Part Declarations
PPP-D-1000	08/22	Property Schedule Of Premises
PPP-0102	08/22	Commercial Property Conditions
PPP-0103	08/22	Commercial Property Definitions
PPP-0110	08/22	Real and Personal Property Coverage Form
PPP-0130	08/22	Business Income Coverage Form (Including Extra Expense)
PPP-0226	08/22	Wind/Hail Deductible

Policy Number
PRA 9519463 - 00

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured JOHNSON HEALTH TECH NORTH AMERICA, INC Effective Date: 10/01/2025
12:01 A.M., Standard Time

Agent Name M3 INSURANCE SOLUTIONS INC Agent No. 39099000

PPP-0304	08/22	Earth Movement Coverage
PPP-0308	08/22	Enabling Endorsement
PPP-0310	08/22	Flood Coverage
U-GU-1203-A PA	02/25	Pennsylvania Notice
PPP-1041	08/22	California Changes
PPP-1421	08/22	Texas Changes
CP 01 13	10/12	Wisconsin Changes
U-GU-670-A	11/03	New York Fraud Statement
U-CA-920-A CW	10/23	Schedule of Uninsured and Underinsured Motorists Limits
CA 20 01	11/20	Lessor - Additional Insured And Loss Payee
U-CA-411-E CW	02/14	Premium and Reports Agreement - Composite Rated Policies
U-CA-531-B	02/08	Notice Regarding Terrorism Premium (For Commercial Automobile Insurance)
U-CA-D-600-D	10/21	Business Auto Declarations
CA 00 01	11/20	Business Auto Coverage Form
CA 01 07	10/13	Connecticut Changes
CA 01 17	04/22	Wisconsin Changes
CA 01 20	01/15	Illinois Changes
CA 01 26	01/25	North Carolina Changes
CA 01 35	02/21	Washington Changes
CA 01 38	05/20	Minnesota Changes
CA 01 70	04/25	Maryland Changes
CA 01 75	10/13	Arizona Changes
CA 01 96	11/20	Texas Changes
CA 02 05	05/14	Arizona Changes - Nonrenewal
CA 02 18	11/22	Minnesota Changes - Cancellation And Nonrenewal
CA 02 67	01/21	Florida Changes - Cancellation And Nonrenewal
CA 02 68	01/21	Virginia Changes In Policy - Cancellation And Nonrenewal

Policy Number

PRA 9519463 - 00

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured JOHNSON HEALTH TECH NORTH AMERICA, INC Effective Date: 10/01/2025
12:01 A.M., Standard Time

Agent Name M3 INSURANCE SOLUTIONS INC Agent No. 39099000

CA 99 41	07/20	Michigan Property Damage Liability Coverage Buyback
U-CA-921-A ME	07/24	Maine Changes
CA 01 09	12/23	Georgia Changes
CA 01 10	11/20	Michigan Changes
CA 01 11	12/23	New Hampshire Changes In Policy
CA 01 28	08/25	Florida Changes
CA 01 32	11/24	OKLAHOMA CHANGES
CA 01 43	05/17	California Changes
CA 01 46	10/13	Tennessee Changes
CA 01 80	03/21	Pennsylvania Changes
CA 01 84	11/16	New Jersey Changes - Physical Damage Inspection
CA 01 88	10/13	New Jersey Changes
CA 02 15	12/17	Maryland Cancellation Changes
CA 02 25	06/20	New York Changes - Cancellation
CA 02 70	01/18	Illinois Changes - Cancellation And Nonrenewal
CA 22 24	07/21	Michigan Property Protection Coverage
CA 01 90	10/13	Connecticut Changes - Liability Of Municipalities
CA 21 09	10/13	Texas Uninsured/Underinsured Motorists Coverage
CA 21 11	10/13	Georgia Uninsured Motorists Coverage - Reduced By At-Fault Liability Limits
CA 21 13	03/21	Maryland Uninsured Motorists Coverage
CA 21 14	10/16	New Jersey Uninsured And Underinsured Motorists Coverage
CA 21 16	08/25	North Carolina Uninsured Motorists Coverage
CA 21 34	10/13	Washington Underinsured Motorists Coverage
CA 21 54	11/16	California Uninsured Motorists Coverage - Bodily Injury
CA 21 92	09/22	Pennsylvania Uninsured Motorists Coverage - Nonstacked
CA 21 93	09/22	Pennsylvania Underinsured Motorists Coverage - Nonstacked
CA 31 26	02/15	New Hampshire Uninsured Motorists Coverage
CA 31 43	03/25	Oklahoma Uninsured Motorists Coverage - Non-stacked

Policy Number

PRA 9519463 - 00

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured JOHNSON HEALTH TECH NORTH AMERICA, INC Effective Date: 10/01/2025
12:01 A.M., Standard Time

Agent Name M3 INSURANCE SOLUTIONS INC Agent No. 39099000

CA 31 44	07/23	Uninsured Motorists Coverage Endorsement (Alternative Coverage (Virginia))
CA 21 03	10/13	Wisconsin Uninsured Motorists Coverage
CA 21 20	02/22	Tennessee Uninsured Motorists Coverage
CA 21 24	11/24	Minnesota Uninsured And Underinsured Motorists Coverage
CA 21 30	01/15	Illinois Uninsured Motorists Coverage
CA 21 31	10/13	Michigan Uninsured Motorists Coverage
CA 21 38	10/13	Illinois Underinsured Motorists Coverage
CA 21 39	05/24	Arizona Uninsured Motorists Coverage
CA 21 40	05/24	Arizona Underinsured Motorists Coverage
CA 21 45	10/13	Wisconsin Underinsured Motorists Coverage
CA 21 55	10/13	California Uninsured Motorists Coverage - Property Damage
CA 21 57	03/16	Connecticut Uninsured And Underinsured Motorists Coverage
CA 21 72	08/25	Florida Uninsured Motorists Coverage-NonStacked
CA 21 74	10/13	Maine Uninsured Motorists Coverage
CA 31 07	10/25	New York Supplementary Uninsured/Underinsured Motorists Endorsement
CA 02 43	11/13	Texas Changes - Cancellation And Nonrenewal
CA 22 10	08/25	Florida Personal Injury Protection
CA 22 20	04/25	Michigan Personal Injury Protection
CA 22 25	11/24	Minnesota Personal Injury Protection
CA 22 30	01/20	New Jersey Personal Injury Protection
CA 22 37	10/13	Pennsylvania Basic First-Party Benefit
CA 22 57	10/13	Washington Personal Injury Protection - Named Individuals
CA 22 19	03/21	Maryland Personal Injury Protection Endorsement
CA 22 32	11/18	New York Mandatory Personal Injury Protection Endorsement
CA 04 24	10/13	California Auto Medical Payments Coverage
CA 23 45	11/20	Public Or Livery Passenger Conveyance And On-demand Delivery Services Exclusion
U-CA-424-H CW	10/21	Coverage Extension Endorsement

Policy Number

PRA 9519463 - 00

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured JOHNSON HEALTH TECH NORTH AMERICA, INC Effective Date: 10/01/2025
12:01 A.M., Standard Time

Agent Name M3 INSURANCE SOLUTIONS INC Agent No. 39099000

U-CA-912-A CW	07/22	Exclusion of Designated Person or Organization
U-PHN-1091-A CW	07/22	Important Notice to Policyholders Commercial Auto Coverage Part Endorsements
CA 99 03	10/13	Auto Medical Payments Coverage
CA 99 23	10/13	Rental Reimbursement Coverage
U-CA-339-E TX	06/23	Texas Motor Vehicle Crime Prevention Authority (MVCPA)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/01/2025	Policy No.	WC 9519465 - 00	Endorsement No.	
Insured	JOHNSON HEALTH TECH NORTH AMERICA, INC			Premium \$	
Insurance Company	American Guarantee and Liability Insurance Company		Countersigned by	_____	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. BCS2002772

Effective Date: 06/15/2025
12:01 A.M., Standard Time

Named Insured JOHNSON HEALTH TECH CO LTD & DBA:

Agent No. 02724

NOTX0178CW	03-16 CLAIM REPORTING INFORMATION
UTS-COVPG	03-21 COVER PAGE
OPS-D-1-0520	01-21 COMMON POLICY DECLARATIONS
OPS-D-1X2	01-21 SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-1	08-96 SCHEDULE OF NAMED INSUREDS
UTS-SP-2L	12-95 SCHEDULE OF FORMS AND ENDORSEMENTS
UTS-SP-3	08-96 SCHEDULE OF LOCATIONS
CG 21 73	01-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 00 17	11-98 COMMON POLICY CONDITIONS
NOTX0646CW	01-24 PREMIUM AUDIT NOTICE
UTS-119g	06-14 MINIMUM EARNED CANCELLATION PREMIUM
UTS-9g	06-22 SERVICE OF SUIT CLAUSE
UTS-BR-606	12-22 LIMITATION OF COVERAGE-TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
CLS-SD-1L	08-01 COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS
CLS-SP-1L	10-93 COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS
CG 00 01	04-13 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 01	12-19 PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
CG 24 04	12-19 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
CG 24 22	04-13 AMENDMENT OF COVERAGE TERRITORY - WORLDWIDE COVERAGE
CG 24 26	04-13 AMENDMENT OF INSURED CONTRACT DEFINITION
GLS-152s	08-16 AMENDMENT TO OTHER INSURANCE CONDITION
GLS-156s	11-14 SELF-INSURED RETENTION ENDORSEMENT LOSS ADJUSTMENT EXPENSE INCLUDED IN RETENTION UNLIMITED REPORTING
GLS-47s	10-07 MINIMUM AND ADVANCE PREMIUM ENDORSEMENT
GLS-74s	09-05 AMENDMENT OF CONDITIONS
CG 04 35	12-07 EMPLOYEE BENEFITS LIABILITY COVERAGE - CLAIMS MADE
UTS 3G-1	03-92 PRIOR ACTS 2000-2008
CG 20 10	12-19 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG 20 15	12-19 ADDITIONAL INSURED - VENDORS
CG 20 26	12-19 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION



SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. BCS2002772

Effective Date: 06/15/2025
12:01 A.M., Standard Time

Named Insured JOHNSON HEALTH TECH CO LTD & DBA:

Agent No. 02724

CG 20 36	12-19 ADDITIONAL INSURED - GRANTOR OF LICENSES
UTS 3G-2	03-92 ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION
CG 00 69	12-23 EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY
CG 21 06	12-23 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG 21 09	06-15 EXCLUSION - UNMANNED AIRCRAFT
CG 21 16	04-13 EXCLUSION - DESIGNATED PROFESSIONAL SERVICES
CG 21 33	11-85 EXCLUSION - DESIGNATED PRODUCTS
CG 21 35	10-01 EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG 21 47	12-07 EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49	09-99 TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67	12-04 FUNGI OR BACTERIA EXCLUSION
CG 21 96	03-05 SILICA OR SILICA-RELATED DUST EXCLUSION
CG 40 15	12-20 CANNABIS EXCLUSION WITH HEMP EXCEPTION
GLS-281s	08-24 CONTINUING OR ONGOING DAMAGE EXCLUSION
GLS-289s	11-07 KNOWN INJURY OR DAMAGE EXCLUSION-PERSONAL AND ADVERTISING INJURY
GLS-304s	07-08 CROSS LIABILITY EXCLUSION
GLS-666	06-22 PFC/PFAS EXCLUSION
GLS-BR-393	05-19 ABSOLUTE EMPLOYEE AND WORKER INJURY AND LIABILITY EXCLUSION NEW YORK
GLS-BR-699	05-23 EXCLUSION—DESIGNATED ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS HAZARD
GLS-BR-720	11-23 EXCLUSION - METAL GAS, FUME AND METAL BY-PRODUCT
IL 00 21	09-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
UTS-266g	05-98 ASBESTOS EXCLUSION
UTS-267g	05-98 LEAD CONTAMINATION EXCLUSION
UTS-614	10-22 TOTAL INTELLECTUAL PROPERTY LIABILITY EXCLUSION
UTS-615	10-22 EXCLUSION-AIRCRAFT PRODUCTS AND GROUNDING
UTS-616	10-22 ELECTROMAGNETIC FIELD, FORCE OR MATTER EXCLUSION
UTS-74g	08-95 PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
UTS-BR-656	11-23 EXCLUSION - CYBER RISK
UTS-BR-665	05-24 EXCLUSION - INFECTIOUS DISEASE



Contractual Risk Transfer Evaluation Summary

Date 10/30/25

Vendor/Contractor Name: Johnson Health Tech North America, Inc
 Contract/Project Name/ #: Matrix Fitness Equipment Purchase & Installation
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: Fitness Equipment
 Contract/Project Summary: **Matrix Fitness Equipment Purchase & Installation**
 Policy Expiration Date: Auto & WC 10/1/26 ; GL 6/15/26

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL			\$16M/\$16M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable

Village of Orland Park
Sole Source Request Form
 Required for Purchases \$5,000 - \$24,999

Department Recreation & Parks

Date 10.13.2025

Division (if applicable) Orland Park Health & Fitness Center

Description of Good/Service Purchase of Matrix Recumbent Bikes, Treadmills & Ellipticals

Manufacturer or Supplier Johnson Health Tech North America, Inc.

Dollar Amount \$71,489.83 Co-op Purchasing Contract # _____

Have Adequate Funds Been Budgeted For This Purchase? Yes No

Account number(s) 5209310 460180

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- One-of-a-Kind The commodity or service has no competitive product alternatives available on the market.
- Compatibility The commodity or service must match existing brand of equipment for compatibility.
- Replacement Part The commodity is a replacement part for a specific brand of existing equipment.
- Operation Continuity The commodity or service is needed to maintain operational continuity.
- Unique Design The commodity or service must meet physical design or quality requirements.
- Delivery Date Only one supplier can meet necessary delivery requirements.
- Emergency PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.
- Other Sole Source provider of Matrix Cardio Equipment

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

Johnson Health Tech North America, Inc. is the sole source provider of Matrix cardio equipment.

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

Relevant documentation attached

- I compared the proposed price to prices I previously paid for the same or similar services.
- I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- The price is set by law or regulations.
- Market research reveals that same or similar goods or services are available for a similar price.

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- | | |
|--|---|
| <input type="checkbox"/> State of Illinois Joint Purchase Program | <input type="checkbox"/> Omnia Partners - Public Sector |
| <input type="checkbox"/> NWMC/Suburban Purchasing Cooperative | <input type="checkbox"/> National Intergovernmental Purchasing Alliance |
| <input type="checkbox"/> The GSA Schedules | <input type="checkbox"/> The National Cooperative Purchasing Alliance |
| <input type="checkbox"/> Sourcewell | <input type="checkbox"/> HGACBuy |
| <input type="checkbox"/> Nat'l Association of State Procurement Officials (NASPO) ValuePoint | <input type="checkbox"/> Municipal Partnering Initiative (MPI) |
| <input type="checkbox"/> Choice Partners Cooperative | <input type="checkbox"/> Midwestern Higher Education Compact |
| <input type="checkbox"/> The Interlocal Purchasing System (TIPS) | <input type="checkbox"/> National Purchasing Partners (NPPGov) |
| <input type="checkbox"/> Purchasing Cooperative of America | <input type="checkbox"/> 1Government Procurement Alliance (1GPA) |
| <input type="checkbox"/> Good Buy Purchasing Cooperative | <input type="checkbox"/> National BuyBoard (BuyBoard) |
| | <input checked="" type="checkbox"/> Other: <u>Sole Source Provider</u> |

Requested By:

<u>Staff Contact</u>	<u>Name</u>	<u>Signature</u>	<u>Date</u>
----------------------	-------------	------------------	-------------

<u>Department Head</u>	<u>Name</u>	<u>Signature</u>	<u>Date</u>
------------------------	-------------	------------------	-------------

- Did legal review Terms & Conditions from vendor, if applicable? Yes No N/A
- Have you received a CRT summary from the Risk Manager? Yes No N/A

From: Kinzie Kuchenbecker
To: Kathie Clifford
Cc: Ray Piattoni; Michael Kane
Subject: RE: Contact
Date: Monday, November 3, 2025 10:27:15 AM
Attachments: image002.png
JHTNA Remittance + ACH Bank Info 2024.pdf
2025 W-9 JHTNA.pdf

[External Mail] Use caution with links and attachments.

Hello Kathie,

Here is the response from Matrix regarding the signer:

Kevin,

Any and all contract need to come to me for review prior to signing and should either list Johnson Health Tech North America, Inc. or Johnson Health Tech North America, Inc., d/b/a Matrix Fitness as the entity that the agreement/contract is with. Attached are the W-9 and the remittance information. As I stated before, Mark T should be listed as the signer.

Nicole Toy
Paralegal
Nicole.Toay@johnsonfit.com
(608) 400-6817

Kinzie Kuchenbecker
Center Director | Orland Park Health & Fitness Center
15430 West Avenue, Orland Park, IL 60462
p 708.675.4525 | f 708.226.0537



From: Kathie Clifford <kclifford@orlandpark.org>
Sent: Monday, November 3, 2025 9:01 AM
To: Kinzie Kuchenbecker <kkuchenbecker@ophfc.com>
Cc: Ray Piattoni <RPiattoni@orlandpark.org>; Michael Kane <mkane@ophfc.com>
Subject: RE: Contact

ATTENTION: This message has originated from an External Source. Please use CAUTION when opening attachments, clicking links, or responding.

Good morning,

The Village Board approved the approval of entering into a contract with Johnson Health Tech North America, Inc for the purchase of the Matrix bikes. I will need a contact person from there to sign the contract and provide me with the EFT and W9 for payment.

Thank you!!

Kathie Clifford | Administrative Coordinator
Village of Orland Park
14600 Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6137 | kclifford@orlandpark.org



From: Kinzie Kuchenbecker <kkuchenbecker@ophfc.com>
Sent: Friday, October 31, 2025 9:28 AM
To: Kathie Clifford <kclifford@orlandpark.org>
Cc: Ray Piattoni <RPiattoni@orlandpark.org>; Michael Kane <mkane@ophfc.com>
Subject: Contact

[External Mail] Use caution with links and attachments.

Hello Kathie,

Here is the person that is signing for Matrix:

Mark Theisen

mark.theisen@matrixfitness.com

513-307-4062

Matrix Fitness
1600 Landmark Drive
Cottage Grove WI 53527

Let me know if you need anything else

Happy Halloween!

Kinzie Kuchenbecker
Center Director | Orland Park Health & Fitness Center
15430 West Avenue, Orland Park, IL 60462
p 708.675.4525 | f 708.226.0537



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ORLAND PARK

Recreation & Parks

Subject:	Recreation & Parks Bi-weekly Legal/Contracts Review
Date:	10.23.2025

- ~~1-~~ Active contract cancellation
- ~~2-~~ Payment due to Vici for unsatisfactory work, non-responsiveness
- ~~3-~~ RFP 25-065 Pyro-Musical Fireworks Production Review
 - a. Can we send out before the current contract is termed?
- 4- Review and approve:

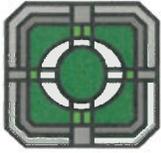
2025-0830 Orland Park Health & Fitness Center Matrix Cardio Equipment Purchase
 2025-0837 Carryall Utility Vehicle Purchase
 2025-0838 Kubota Equipment Co-Op Purchase

consent agenda I

consent agenda Q
consent agenda R

A-R of consent agenda approved unanimously at ~ 34:25

✓ gms



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0830

File ID: 2025-0830	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 10/14/2025
Agenda Entry: Orland Park Health & Fitness Center Matrix Cardio Equipment Purchase		Final Action: 10/20/2025

Title: Orland Park Health & Fitness Center Matrix Cardio Equipment Purchase

Notes:

Sponsors:

Res/Ord Date:

Attachments: 2026 OPHFC Matrix SO#42881, Johnson Health Tech North America, Inc. - Matrix Cardio Sole Source, Matrix Sole Source Letter SEPT 2025

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Recreation and Parks Department	10/14/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	10/20/2025	APPROVED				Pass

Text of Legislative File 2025-0830

..Title

Orland Park Health & Fitness Center Matrix Cardio Equipment Purchase

History

The OPHFC boasts a membership of 4,635 and is projected to earn net revenues of \$236,694 in 2025. The facility is one of forty-five medically certified by the Medical Fitness Association (MFA) in the United States. Power Wellness operates more than half of the MFA certified facilities in the U.S.

To continue to attract and retain members, Power Wellness recommends replacing several pieces of cardio equipment. This includes one Precor treadmill, four Precor ellipticals, five Matrix recumbent bikes, all of which were purchased in 2011, plus one Life Fitness Summit Trainer purchased in 2008. All pieces are at end of life and incurring frequent costly repairs.

These items would be replaced by Matrix cardio equipment including two treadmills, four ellipticals and five recumbent bikes to replace these items. Treadmills, ellipticals and recumbent bikes are the most popular and used equipment by members.

Matrix offers high quality, commercial-grade equipment at a lower cost for similar quality and reliability as compared to other brands.

This purchase would be facilitated through Power Wellness with Johnson Health Tech North America, Inc. (JHTNA). JHTNA is the Sole Source provider (see attached sole source letter) of Matrix Endurance Touch XL Console treadmills, Matrix-R-ES Touch-02 recumbent bikes and Matrix-E-PS ellipticals.

Staff seek approval to purchase two Matrix-T-ES Touch XL02 Endurance Treadmills at \$7,140 each, five Matrix R-ES Touch 02 Recumbent Bikes at \$5,355 each and four Matrix E-PS Touch Ellipticals at \$6,510 each. Shipping is quoted at \$4,394.83 for a total contract price of \$71,489.83.

Financial Impact

Funds are budgeted in 5209310 460180 for this purchase.

Recommended Action/Motion

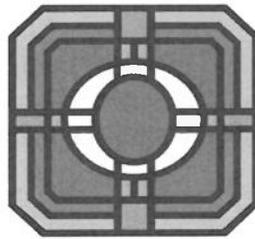
I move to approve the waiver of the competitive bid process and authorizing the approval of an execution of a Goods Only contract with Johnson Health Tech North America, Inc. (JHTNA) for the purchase of two Matrix-T-ES Touch XL02 Endurance Treadmills at \$7,140.00 each, five Matrix R-ES Touch 02 Recumbent Bikes at \$5,355.00 each and four Matrix E-PS Touch Ellipticals at \$6,510.00 each, plus shipping at \$4,394.83 for a total contract price of \$71,489.83. JHTNA is the sole source provider of Matrix products in North America;

AND,

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

VILLAGE OF ORLAND PARK

*14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org*



Meeting Minutes

Monday, October 20, 2025

7:00 PM

Village Hall

Board of Trustees

Village President James V. Dodge, Jr.

Village Clerk Mary Ryan Norwell

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Dina Lawrence, John Lawler and Joanna M. L. Leafblad*

2025-0830 Orland Park Health & Fitness Center Matrix Cardio Equipment Purchase

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AND,

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

/s/ Mary Ryan Norwell

Mary Ryan Norwell, Village Clerk

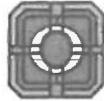
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Dina M. Lawrence
John Lawler
Joanna M. Liotine Leafblad

November 3, 2025

Mark Theisen

Johnson Health Tech North America, Inc. dba Matrix Fitness
1600 Landmark Drive
Cottage Grove, WI 53527

NOTICE OF APPROVAL – Matrix Cardio Equipment Purchase for Orland Park Health & Fitness

Dear Mark:

This notification is to inform you that on October 20, 2025, the Village of Orland Park has approved entering into a contract with Johnson Health Tech North America, Inc dba Matrix Fitness in accordance with the proposal you submitted dated October 29, 2025, for sixty thousand seven hundred ninety-four and 83/100 (\$67,794.83).

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Approval, which is by November 14, 2025.

- Included is an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and securely. Additionally, the Village will send you an email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and submit electronically the EFT Authorization Form.

You will receive the contract via email from BidNet Direct ASC eSign after the all documents listed above are submitted to Kathie Clifford, Administrative Coordinator, at kclifford@orlandpark.org and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Approval. If you have any questions, please do not hesitate to call me at 708-403-6137 or e-mail me at kclifford@orlandpark.org.

Sincerely,

Kathie Clifford
Administrative Coordinator

