

**Glen Ellyn Park District
Board of Commissioners
Regular Meeting
August 16, 2022
185 Spring Avenue
7:00 p.m.
Agenda**

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

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

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

Public participation instructions:

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

- I. Call to Order**
- II. Roll Call of Commissioners**
- III. Pledge of Allegiance**
- IV. Changes to the Agenda**
- V. Recognition – Glen Ellyn Park District Communication and Marketing Department**
- VI. Public Participation**

VII. Consent Agenda: All items in Section VI are included in the Consent Agenda by the Board and will be enacted in one motion. There will be no separate discussion of these items unless a Board Member so requests. In which event the item will be Removed from the Agenda.

- A. Voucher list of bills totaling \$ 659,387.88
- B. Minutes from the July 12, 2022, Regular meeting

VIII. New Business

- A. Purchasing Policy Update
- B. Resolution expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation to be issued by the District
- C. Sunset Playground Purchase
- D. Contract – Ackerman Facility Improvements
- E. Contract– New Maintenance Facility Construction
- F. Contract – Lenox Road
- G. Contract – Lake Foxcroft Park
- H. Contract – Churchill Park

IX. Unfinished Business

- A. Lake Ellyn Payout Request #6
- B. Quarterly Financial Update

X. Staff Reports

- A. Finance Report (For Information Only)
- B. Staff Reports

XI. Commissioners' Reports

XII. Adjourn to Executive Session

Under Section 2 (c) 5 of the Open Meetings Act for the purchase or lease of real property for the use of the District including whether a particular parcel should be purchased, under section 2 (c) 3 selection of a person to fill a vacancy in public office

XIII. Adjourn



MEMO

August 11th, 2022

TO: Park District Board of Commissioners

FROM: Dave Harris, Executive Director

CC: Jeannie Robinson, Superintendent of Recreation
Stacey Lim, Superintendent of Facilities
Clint Babicz, Superintendent of Athletics

RE: Glen Ellyn Park District Marketing & Communications Department Recognition

The Glen Ellyn Park District Board of Commissioners would like to recognize the District's Marketing and Communications team. The department is led by Courtney O'Kray, Superintendent of Marketing and Communications and supported by Marketing Coordinators Karly Sinise and Julie Caldwell. The staff of one full-time employee and two part-time coordinators are responsible for all the promotional, publicity, advertising, marketing, and communication for the Park District. This includes the four (4) per year on-line seasonal Playbooks which includes information on almost all the District's events, activities, and programs; e-newsletters; website; social media postings; park banners; facility literature and promotional materials; fliers; videos; photography; sponsorships; donation requests; and the annual report. Additionally, the team provides input, suggestions, feedback and ideas for programming and event planning, working closely with the recreation supervisors and outdoor education staff to ensure the District offers creative, resourceful, and ambitious programs. Finally, the success of the District's referendum earlier this summer was largely due to the leadership, guidance and direction of Courtney supplemented by the efforts of Karly and Julie.

Courtney began her career with the Glen Ellyn Park District in fall, 2013. Coming from the private sector and employers that were very data driven, she quickly transitioned into the Park District industry. Courtney elevated the District's public image almost immediately through her creativity, thoroughness, professionalism, and work ethic. However, rather than assimilate into the Park District marketing culture, she also integrated and incorporated an analytical and strategic approach to the marketing plan. While common within the private sector, this discipline and calculated approach was relatively foreign within the Park District world. Throughout her nearly ten years with the District, Courtney improved the District's image and credibility within our community, portraying the Park District's recreational and social services to the community in a very organized, highly strategic, well-planned manner yet with a personable, relatable, and human touch.

Karly Sinise, a Glen Ellyn resident and a professional and accomplished commercial photographer, began her position with the Park District one month prior to the COVID-19 outbreak. While not intentional,

Karly's addition right before the pandemic was significant. As the District transitioned and evolved constantly moving from various stages of lockdowns and restrictions, Karly's skills, abilities, and Glen Ellyn connection enabled the District to maintain connectivity with our community even with the many obstacles. While she provides many marketing services including social media postings, Karly's photographs are tremendous and special, as they provide a visual portrayal of the District's events, programs, and activities. She captures the sheer enjoyment of the participants, the family bonding of the attendees, the comradery of the participants while also subtly portraying and memorializing the efforts and the accomplishments of the staff. It is cool to stage an event and then witness the pictures that reinforce the success. Finally, Karly nearly often includes her son, Anthony and daughter, Bianca in her role. This enables her to provide firsthand feedback to the staff regarding the various programs and activities.

Julie Caldwell is the rookie of the team. She was previously employed within the television industry working at Harpo studios in Chicago for many years. After dedicating some time to her son and daughter— Landon and Kendall, Julie joined the marketing team in September 2021. Like Karly, Julie is a Glen Ellyn resident, extremely vested into the community, volunteering at St. Pet's and for her children's P.T.A. Overall, she is detail-oriented and organized, has strong writing skills, and is extremely versatile and creative. Most importantly, Julie is a user of the District, connected to the community and cares about the product. The personal connection has resonated into her ability to create content that connects with our constituents. As the Park district offerings continues to expand, Julie has been critical in the oversight and content of the Playbooks. Julie's addition has enabled the marketing department to improve and expand significantly within the past year.

The ability to connect and promote the Park District throughout the pandemic followed by the education efforts for the referendum, clearly highlighted the impact and importance of the Glen Ellyn Park District Marketing team. While most often in the background, their talents, commitment, resourcefulness, and dedication are at the forefront of the success of the Park District. The recent community attitude and interest survey reinforces those sentiments with statistical data of nearly 90% approval of the Park District's customer service and information efforts. Additionally, the resounding success of the referendum is also an example of the marketing and communications department's ability to portray the Park District in a manner that clearly resonates with our community.

The Glen Ellyn Park District Board of Commissioners is proud and honored to recognize Courtney, Karly and Julie for their wonderful talents, ongoing commitments, and community dedication. Their efforts elevate the level and service of the Park District each day!

Accounts Payable

Voucher Approval Document

Warrant Request Date: 8/16/2022



Glen Ellyn Park District

Voucher List Presented to the Board of Commissioners

To the Executive Director:

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

Treasurer: _____

Date: _____

10	Corporate Fund	\$	89,313.58
20	Recreation Fund		495,575.84
55	Special Recreation Fund		423.04
85	Asset Replacement Fund		6,863.64
94	Capital Improvements Fund		67,211.78
		Report Total:	<u>\$ 659,387.88</u>

Accounts Payable

Computer Check Proof List by Vendor

User: cyocum
 Printed: 08/09/2022 - 11:23AM
 Batch: 00006.08.2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 202272 GBS	John Aister Camp Instruction	1,200.00	08/17/2022	Check Sequence: 1 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	1,200.00			
Vendor: 202577 GBS	Sofia Alcala Camp Instruction	135.00	08/17/2022	Check Sequence: 2 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	135.00			
Vendor: 103170 189850	Alexander Equipment Company Chainsaw Parts	137.15	08/17/2022	Check Sequence: 3 10-10-000-530210-0000	ACH Enabled: True
	Check Total:	137.15			
Vendor: 202578 GBW	Marcus Alvero Camp Instruction	300.00	08/17/2022	Check Sequence: 4 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	300.00			
Vendor: 202392 11802	American Mobile Staging Inc. Recital Stage	975.00	08/17/2022	Check Sequence: 5 20-23-000-525500-3510	ACH Enabled: False
	Check Total:	975.00			
Vendor: 103689 6739436	American Soccer Company, Inc. Equipment	5,363.62	08/17/2022	Check Sequence: 6 20-21-000-535500-1120	ACH Enabled: False
	Check Total:	5,363.62			
Vendor: 199980 633251	Anova Memorial Bench	8,105.56	08/17/2022	Check Sequence: 7 94-90-930-575110-0000	ACH Enabled: False
	Check Total:	8,105.56			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 105167	Armbrust Plumbing and Heating			Check Sequence: 8	ACH Enabled: False
39501270	RPZ Repairs	944.55	08/17/2022	20-30-300-521600-0000	
39514155	RPZ Repairs	1,009.75	08/17/2022	20-30-100-525500-0000	
39866519	RPZ Repairs	1,725.00	08/17/2022	10-10-000-550300-0000	
40759059	Plumbing Repairs	489.00	08/17/2022	20-30-150-550300-0000	
41218579	RPZ Repairs	1,221.66	08/17/2022	20-30-450-530210-0000	
	Check Total:	5,389.96			
Vendor: 107285	Clint Babicz			Check Sequence: 9	ACH Enabled: True
Mileage	7/1-7/15/2022 Mileage	134.38	08/17/2022	20-00-000-585270-0000	
	Check Total:	134.38			
Vendor: 202485	Ava Batz			Check Sequence: 10	ACH Enabled: False
GBW	Camp Instruction	333.75	08/17/2022	20-21-000-525500-1145	
	Check Total:	333.75			
Vendor: 199280	Beary Landscape Management			Check Sequence: 11	ACH Enabled: True
230154	Monthly Mowing	802.90	08/17/2022	10-10-000-521600-0000	
	Check Total:	802.90			
Vendor: 202068	Jonathan Bergin			Check Sequence: 12	ACH Enabled: False
GBS	Camp Instruction	1,100.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	1,100.00			
Vendor: 202582	Michael Biede			Check Sequence: 13	ACH Enabled: True
GBS	Camp Instruction	420.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	420.00			
Vendor: 201957	William Brewer			Check Sequence: 14	ACH Enabled: True
ASFC	Camp Instruction	550.00	08/17/2022	20-30-100-525500-0000	
GBW	Camp Instruction	1,500.00	08/17/2022	20-21-000-525500-1145	
GBW	Camp Instruction	75.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	2,125.00			
Vendor: 198825	Bricks 4 Kids Oak Brook			Check Sequence: 15	ACH Enabled: True
	Summer Camps	5,100.00	08/17/2022	20-22-000-525500-2370	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	5,100.00			
Vendor: 202284 GBW	Ronald Brock Camp Instruction	1,200.00	08/17/2022	Check Sequence: 16 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,200.00			
Vendor: 107310	B-Sharp, LLC Summer Classes	2,940.00	08/17/2022	Check Sequence: 17 20-22-000-525500-2311	ACH Enabled: True
	Check Total:	2,940.00			
Vendor: 199626 1181	Carfu Referee Society Referee Fees	1,000.00	08/17/2022	Check Sequence: 18 20-21-000-525500-1280	ACH Enabled: False
	Check Total:	1,000.00			
Vendor: 113050 12736	Case Lots Inc. Maintenance Supplies	1,367.20	08/17/2022	Check Sequence: 19 10-10-000-530300-0000	ACH Enabled: True
	Check Total:	1,367.20			
Vendor: 202288 GBW	Matthew Cesario Camp Instruction	60.00	08/17/2022	Check Sequence: 20 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	60.00			
Vendor: 199488	Challenger Sports Summer Classes	3,517.00	08/17/2022	Check Sequence: 21 20-21-000-525500-1148	ACH Enabled: False
	Check Total:	3,517.00			
Vendor: 202217 1088	Cheryl Rausch Art LLC Summer Classes	140.00	08/17/2022	Check Sequence: 22 20-22-000-525500-2315	ACH Enabled: False
	Check Total:	140.00			
Vendor: 202339 1400	Chicagoland Whistles, Inc. Basketball Officials	630.00	08/17/2022	Check Sequence: 23 20-21-000-525500-1141	ACH Enabled: True
	Check Total:	630.00			
Vendor: 115285	ComEd 6/8-7/8/2022 Electric	47.87	08/17/2022	Check Sequence: 24 10-00-000-570100-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	47.87			
Vendor: 199781	ComEd Attn: Interconnect Coordinator Lease Agreement	1,500.00	08/17/2022	Check Sequence: 25 10-00-000-560600-0000	ACH Enabled: False
	Check Total:	1,500.00			
Vendor: 115370	Conserv FS, Inc.			Check Sequence: 26	ACH Enabled: False
6416839	Chalk	405.00	08/17/2022	10-10-000-550800-0000	
6416865	Grass Seed	2,437.50	08/17/2022	10-10-000-550400-0000	
	Check Total:	2,842.50			
Vendor: 201979	Jerry Considine			Check Sequence: 27	ACH Enabled: False
GBW	Camp Instruction	525.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	525.00			
Vendor: 169850	Constellation New Energy - Gas LLC			Check Sequence: 28	ACH Enabled: False
3529216	6/2022 Gas	335.13	08/17/2022	20-30-200-570200-0000	
3529216	6/2022 Gas	225.99	08/17/2022	10-00-000-570200-0000	
3529216	6/2022 Gas	67.66	08/17/2022	20-30-150-570200-0000	
3529216	6/2022 Gas	2,373.13	08/17/2022	20-30-500-570200-0000	
3529216	6/2022 Gas	311.08	08/17/2022	20-30-450-570200-0000	
3529216	6/2022 Gas	212.85	08/17/2022	20-30-300-570200-0000	
3529216	6/2022 Gas	313.18	08/17/2022	20-30-100-570200-0000	
3529216	6/2022 Gas	199.09	08/17/2022	20-30-350-570200-0000	
	Check Total:	4,038.11			
Vendor: 202271	Derrick Crenshaw			Check Sequence: 29	ACH Enabled: False
GBS	Camp Instruction	900.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	900.00			
Vendor: 202265	Ryan Crissey			Check Sequence: 30	ACH Enabled: False
GBS	Camp Instruction	2,040.75	08/17/2022	20-21-000-525500-1146	
	Check Total:	2,040.75			
Vendor: 200084	Cyclones Volleyball			Check Sequence: 31	ACH Enabled: True
1313	Summer Camp	6,577.50	08/17/2022	20-21-000-525500-1230	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	6,577.50			
Vendor: 201973 GBW	Brandon Daniel Camp Instruction	630.00	08/17/2022	Check Sequence: 32 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	630.00			
Vendor: 202556 GBS	Peter Dixon Camp Instruction	1,200.00	08/17/2022	Check Sequence: 33 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	1,200.00			
Vendor: 202502 GBW	Anna Doten Camp Instruction	375.00	08/17/2022	Check Sequence: 34 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	375.00			
Vendor: 202574 GBW GBW	Timothy Doyle Camp Instruction Camp Instruction	540.00 210.00	08/17/2022 08/17/2022	Check Sequence: 35 20-21-000-525500-1145 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	750.00			
Vendor: 202285 GBW	Patrick Durr Camp Instruction	900.00	08/17/2022	Check Sequence: 36 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	900.00			
Vendor: 202192 2	East Avenue Lacrosse Summer Classes	2,094.75	08/17/2022	Check Sequence: 37 20-21-000-525500-1174	ACH Enabled: False
	Check Total:	2,094.75			
Vendor: 125150 53535	Esscoe, LLC Monitoring	96.12	08/17/2022	Check Sequence: 38 20-30-100-521600-0000	ACH Enabled: True
	Check Total:	96.12			
Vendor: 202268 GBS	Marco Eufrazio Camp Instruction	900.00	08/17/2022	Check Sequence: 39 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	900.00			
Vendor: 202069	William Eufrazio			Check Sequence: 40	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
GBS	Camp Instruction	1,500.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	1,500.00			
Vendor: 202548	Jack Fischer			Check Sequence: 41	ACH Enabled: True
GBS	Camp Instruction	700.00	08/17/2022	20-21-000-525500-1146	
GBS	Camp Instruction	1,050.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	1,750.00			
Vendor: 129093	Fox Valley Fire & Safety			Check Sequence: 42	ACH Enabled: False
533803	Monitoring	105.00	08/17/2022	20-30-500-521600-0000	
	Check Total:	105.00			
Vendor: 201987	Kurt Frazier			Check Sequence: 43	ACH Enabled: False
GBW	Camp Instruction	616.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	616.00			
Vendor: 202310	Juan Fuentes			Check Sequence: 44	ACH Enabled: False
GBW	Camp Instruction	1,932.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	1,932.00			
Vendor: 201965	Michelle Gatz			Check Sequence: 45	ACH Enabled: False
GBW	Camp Instruction	480.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	480.00			
Vendor: 202572	Samantha Gehringer			Check Sequence: 46	ACH Enabled: True
GBW	Camp Instruction	920.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	920.00			
Vendor: 202554	Jeremy Gelino			Check Sequence: 47	ACH Enabled: True
GBS	Camp Instruction	550.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	550.00			
Vendor: 201992	Stepahnie Gloodt			Check Sequence: 48	ACH Enabled: False
ASFC	Camp Instruction	400.00	08/17/2022	20-30-100-525500-0000	
GBW	Camp Instruction	900.00	08/17/2022	20-21-000-525500-1145	
GBW	Camp Instruction	405.00	08/17/2022	20-21-000-525500-1145	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,705.00			
Vendor: 132271	Grainger, Inc.			Check Sequence: 49	ACH Enabled: True
9358839893	Metal Handles	219.42	08/17/2022	10-10-000-550300-0000	
9370295249	Exit Signs	17.09	08/17/2022	20-30-450-550300-0000	
9374454875	Exit Signs	17.09	08/17/2022	20-30-450-550300-0000	
9374454883	Exit Signs	85.45	08/17/2022	20-30-450-550300-0000	
9374454891	Air Filters	99.84	08/17/2022	20-30-300-530300-0000	
9374454891	Air Filters	62.85	08/17/2022	20-30-500-530210-0000	
9387450647/54	Batteries	-10.00	08/17/2022	10-10-000-550300-0000	
9388968563	Batteries	21.41	08/17/2022	10-10-000-550300-0000	
9399237404	Filter Cartridge	175.88	08/17/2022	20-30-200-530300-0000	
	Check Total:	689.03			
Vendor: 201963	Chad Grant			Check Sequence: 50	ACH Enabled: False
GBS	Camp Instruction	1,428.00	08/17/2022	20-21-000-525500-1146	
GBS	Camp Instruction	2,646.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	4,074.00			
Vendor: 201989	Alberto Guevara			Check Sequence: 51	ACH Enabled: True
GBW	Camp Instruction	504.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	504.00			
Vendor: 202527	Cade Hardtke			Check Sequence: 52	ACH Enabled: True
GBS	Camp Instruction	550.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	550.00			
Vendor: 202317	Danielle Harloff			Check Sequence: 53	ACH Enabled: False
GBW	Camp Instruction	720.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	720.00			
Vendor: 201975	Sheldon Harris			Check Sequence: 54	ACH Enabled: False
GBW	Camp Instruction	1,200.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	1,200.00			
Vendor: 201947	Kelly Hass			Check Sequence: 55	ACH Enabled: False
GBW	Camp Instruction	1,150.00	08/17/2022	20-21-000-525500-1145	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,150.00			
Vendor: 201969 GBW	Paul Hass Camp Instruction	1,248.00	08/17/2022	Check Sequence: 56 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,248.00			
Vendor: 201983 GBW	Chad Hetlet Camp Instruction	2,268.00	08/17/2022	Check Sequence: 57 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	2,268.00			
Vendor: 201981 GBW	Paul Hezlett Camp Instruction	1,320.00	08/17/2022	Check Sequence: 58 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,320.00			
Vendor: 202573 GBW	Wayne Hill Camp Instruction	300.00	08/17/2022	Check Sequence: 59 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	300.00			
Vendor: 202576 GBS	Michael Hines Camp Instruction	285.00	08/17/2022	Check Sequence: 60 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	285.00			
Vendor: 201985 GBW	Michael Hofland Camp Instruction	1,050.00	08/17/2022	Check Sequence: 61 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,050.00			
Vendor: 202571 GBW	Famous Hurlbert Camp Instruction	1,500.00	08/17/2022	Check Sequence: 62 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,500.00			
Vendor: 202278 GBW	Alex Hurlburt Camp Instruction	990.00	08/17/2022	Check Sequence: 63 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	990.00			
Vendor: 141771	Illinois State Police Background Checks	1,500.00	08/17/2022	Check Sequence: 64 10-00-000-560600-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,500.00			
Vendor: 123355	Jeff Ellis & Associates			Check Sequence: 65	ACH Enabled: True
Various	Audit/Licenses	1,005.00	08/17/2022	20-30-500-521600-0000	
	Check Total:	1,005.00			
Vendor: 202580	JG's Reptile Road Show			Check Sequence: 66	ACH Enabled: False
	Camp Field Trip	425.00	08/17/2022	20-24-000-525500-4625	
	Check Total:	425.00			
Vendor: 201977	Melissa Johnson			Check Sequence: 67	ACH Enabled: True
GBW	Camp Instruction	2,016.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	2,016.00			
Vendor: 202072	Karen Judge			Check Sequence: 68	ACH Enabled: False
GBW	Camp Instruction	360.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	360.00			
Vendor: 202305	Emorey Kennebeck			Check Sequence: 69	ACH Enabled: False
GBW	Camp Instruction	195.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	195.00			
Vendor: 202575	Mohammedyaar Khan			Check Sequence: 70	ACH Enabled: False
GBW	Camp Instruction	120.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	120.00			
Vendor: 202555	Joseph Kish			Check Sequence: 71	ACH Enabled: True
GBS	Camp Instruction	850.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	850.00			
Vendor: 202503	Amelia Lake			Check Sequence: 72	ACH Enabled: False
GBS	Camp Instruction	330.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	330.00			
Vendor: 151470	Landscape Material			Check Sequence: 73	ACH Enabled: False
672388	Mulch	258.00	08/17/2022	94-90-000-575110-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
67519/17	Mulch	1,042.00	08/17/2022	94-90-000-575110-0000	
	Check Total:	1,300.00			
Vendor: 152045	Len's Ace Hardware			Check Sequence: 74	ACH Enabled: True
July	Irrigation Parts	30.58	08/17/2022	10-10-000-521315-0000	
July	Horticulture Supplies	102.52	08/17/2022	10-10-000-530300-0000	
July	Lock/Keys	28.78	08/17/2022	20-30-500-530210-0000	
July	Hose/Nozzle	16.19	08/17/2022	10-10-000-521315-0000	
July	Valve	13.49	08/17/2022	10-10-000-521315-0000	
July	Hose Connection	8.09	08/17/2022	10-10-000-530300-0000	
	Check Total:	199.65			
Vendor: 202294	Liz Berg Music, LLC			Check Sequence: 75	ACH Enabled: False
	Event Entertainment	400.00	08/17/2022	20-26-000-525500-6809	
	Check Total:	400.00			
Vendor: 202560	William Malone			Check Sequence: 76	ACH Enabled: True
GBW	Camp Instruction	1,200.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	1,200.00			
Vendor: 200234	Marathon Sportswear			Check Sequence: 77	ACH Enabled: True
67988	Staff Shirts	684.84	08/17/2022	20-30-100-530250-0000	
67989	Camp Shirts	758.00	08/17/2022	20-30-100-535500-0000	
68752	Gator Shirts	275.76	08/17/2022	20-30-500-530910-0000	
	Check Total:	1,718.60			
Vendor: 201961	Andrew Markovic			Check Sequence: 78	ACH Enabled: False
GBS	Camp Instruction	810.00	08/17/2022	20-21-000-525500-1146	
GBW	Camp Instruction	720.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	1,530.00			
Vendor: 201955	Matthew Marston			Check Sequence: 79	ACH Enabled: False
GBW	Camp Instruction	240.00	08/17/2022	20-21-000-525500-1145	
GBW	Camp Instruction	1,500.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	1,740.00			
Vendor: 155350	McCann Industries Inc.			Check Sequence: 80	ACH Enabled: False
P69800	Field Paint	107.20	08/17/2022	10-10-000-530600-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	107.20			
Vendor: 201998 GBW	Patrick McCluskey Camp Instruction	210.00	08/17/2022	Check Sequence: 81 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	210.00			
Vendor: 202475 GBW	John McGurk Camp Instruction	600.00	08/17/2022	Check Sequence: 82 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	600.00			
Vendor: 156599 93059 93330 93807 93865 93883 94053 94072 94281 94359 94377	Menard's, Inc. Emergency Lights Memorial Bench Install Maintenance Supplies Maintenance Supplies Blades Shop Supplies Family Bingo Handle Shop Supplies Memorial Bench Install	155.82 248.36 134.09 118.70 25.36 52.45 395.00 20.00 47.40 78.37	08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022	Check Sequence: 83 20-30-450-550300-0000 20-00-000-530213-0000 20-30-300-530300-0000 20-30-500-530300-0000 10-10-000-530300-0000 10-10-000-530300-0000 20-30-100-530100-0000 10-10-000-530300-0000 10-10-000-530300-0000 10-10-000-550200-0000	ACH Enabled: False
	Check Total:	1,275.55			
Vendor: 202269 GBS	Ted Monken Camp Instruction	1,500.00	08/17/2022	Check Sequence: 84 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	1,500.00			
Vendor: 202583 GBW	Anna Morgan Camp Instruction	90.00	08/17/2022	Check Sequence: 85 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	90.00			
Vendor: 202218	Napa Auto Parts #469 Repairs	229.14	08/17/2022	Check Sequence: 86 10-10-000-530210-0000	ACH Enabled: False
	Check Total:	229.14			
Vendor: 201949 GBW	Kyle Neiss Camp Instruction	750.00	08/17/2022	Check Sequence: 87 20-21-000-525500-1145	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	750.00			
Vendor: 161205	Nicor Gas			Check Sequence: 88	ACH Enabled: False
	6/16-7/18/2022 Gas	56.80	08/17/2022	10-00-000-570200-0000	
	Check Total:	56.80			
Vendor: 201988	Kyle Nugent			Check Sequence: 89	ACH Enabled: False
GBW	Camp Instruction	532.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	532.00			
Vendor: 202266	Eric Nuss			Check Sequence: 90	ACH Enabled: False
GBW	Camp Instruction	336.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	336.00			
Vendor: 199051	Out On A Whim			Check Sequence: 91	ACH Enabled: False
	Field Trip	286.00	08/17/2022	20-24-000-535500-4631	
	Check Total:	286.00			
Vendor: 202277	Brittany Palmer			Check Sequence: 92	ACH Enabled: False
GBS	Camp Instruction	360.00	08/17/2022	20-21-000-525500-1146	
	Check Total:	360.00			
Vendor: 202286	Hannah Paterakis			Check Sequence: 93	ACH Enabled: False
GBW	Camp Instruction	1,008.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	1,008.00			
Vendor: 202579	Gabrielle Paullo			Check Sequence: 94	ACH Enabled: True
GBW	Camp Instruction	225.00	08/17/2022	20-21-000-525500-1145	
	Check Total:	225.00			
Vendor: 101134	PDRMA			Check Sequence: 95	ACH Enabled: False
	7/2022 Health Insurance	3,965.36	08/17/2022	10-00-000-565100-0000	
	7/2022 Health Insurance	15,897.89	08/17/2022	10-10-000-565100-0000	
	7/2022 Health Insurance	8,662.25	08/17/2022	20-00-000-565100-0000	
	7/2022 Health Insurance	2,790.71	08/17/2022	20-30-100-565100-0000	
	7/2022 Health Insurance	217.63	08/17/2022	20-30-150-565100-0000	
	7/2022 Health Insurance	299.10	08/17/2022	20-30-200-565100-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	7/2022 Health Insurance	132.93	08/17/2022	20-30-300-565100-0000	
	7/2022 Health Insurance	205.27	08/17/2022	20-30-350-565100-0000	
	7/2022 Health Insurance	132.93	08/17/2022	20-30-400-565100-0000	
	7/2022 Health Insurance	1,120.15	08/17/2022	20-30-450-565100-0000	
	7/2022 Health Insurance	346.67	08/17/2022	20-30-500-565100-0000	
	7/2022 Health Insurance	423.04	08/17/2022	55-00-000-565100-0000	
	7/2022 Property Insurance	3,659.69	08/17/2022	10-00-000-560600-0000	
	7/2022 Liability Insurance	1,784.20	08/17/2022	10-00-000-560600-0000	
	7/2022 Workers Compensation	3,344.77	08/17/2022	10-00-000-560200-0000	
	7/2022 Employment Practice	639.35	08/17/2022	10-00-000-560600-0000	
	7/2022 Pollution Liability	108.64	08/17/2022	10-00-000-560600-0000	
	Check Total:	43,730.58			
Vendor: 199578	Perfected Painting			Check Sequence: 96	ACH Enabled: False
	Slide/Diving Board Painting	1,150.00	08/17/2022	20-30-500-530210-0000	
	Check Total:	1,150.00			
Vendor: 202472 GBW	Megan Pihlstrom			Check Sequence: 97	ACH Enabled: True
	Camp Instruction	427.50	08/17/2022	20-21-000-525500-1145	
	Check Total:	427.50			
Vendor: 202332 Defiglia Vargas	PlanSource			Check Sequence: 98	ACH Enabled: False
	10/22-12/2022 Health Insurance	2,931.24	08/17/2022	20-00-000-565100-0000	
	10/22-12/2022 Health Insurance	4,644.81	08/17/2022	10-10-000-565100-0000	
	Check Total:	7,576.05			
Vendor: 171043 H0725-55	Plaques Plus, Inc.			Check Sequence: 99	ACH Enabled: True
	Run Awards	113.59	08/17/2022	20-30-100-521600-0000	
	Check Total:	113.59			
Vendor: 202244 74741	R & M Specialties, LTD			Check Sequence: 100	ACH Enabled: False
	Camp Shirts	389.00	08/17/2022	20-21-000-535500-1145	
	Check Total:	389.00			
Vendor: 173350 47920	Randall Pressure Systems Inc.			Check Sequence: 101	ACH Enabled: True
	Hose Repair	163.89	08/17/2022	10-10-000-530210-0000	
	Check Total:	163.89			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 173930 6015881	Reinders, Inc. Water Cannon Repairs	1,956.31	08/17/2022	Check Sequence: 102 10-10-000-530210-0000	ACH Enabled: True
	Check Total:	1,956.31			
Vendor: 174009 543131-8	Rental Max Concrete Mixer Rental	69.44	08/17/2022	Check Sequence: 103 10-10-000-550700-0000	ACH Enabled: False
	Check Total:	69.44			
Vendor: 200070	Rise Field Hockey Summer Classes	1,696.50	08/17/2022	Check Sequence: 104 20-21-000-525500-1171	ACH Enabled: True
	Check Total:	1,696.50			
Vendor: 201435 GESU1122	Rock 'n' Kids, Inc. Summer Classes	1,156.00	08/17/2022	Check Sequence: 105 20-22-000-525500-2331	ACH Enabled: True
	Check Total:	1,156.00			
Vendor: 202001 GBW	Daniel Rusk Camp Instruction	780.00	08/17/2022	Check Sequence: 106 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	780.00			
Vendor: 176093 11164183	Russo Power Equipment Weed Whip Repairs	63.60	08/17/2022	Check Sequence: 107 10-10-000-530210-0000	ACH Enabled: True
	Check Total:	63.60			
Vendor: 200491 2022-QB101 2022-QB101	Safe Haven IT, Inc. IT Maintenance-August 2022 IT Maintenance-August 2022	1,890.00 1,890.00	08/17/2022 08/17/2022	Check Sequence: 108 10-00-000-521400-0000 20-00-000-521400-0000	ACH Enabled: True
	Check Total:	3,780.00			
Vendor: 202041 GBW	Kelly Schaffer Camp Instruction	225.00	08/17/2022	Check Sequence: 109 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	225.00			
Vendor: 201991 GBW	Dan Scott Camp Instruction	2,646.00	08/17/2022	Check Sequence: 110 20-21-000-525500-1145	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,646.00			
Vendor: 202581 358	See Jane Work LLC Summer Classes	630.00	08/17/2022	Check Sequence: 111 20-22-000-525500-2364	ACH Enabled: True
	Check Total:	630.00			
Vendor: 178125 8416998 8438895 8438896/897 Various Various	Service Sanitation, Inc. Port O Let Fees Port O Let Fees Port O Let Fees Port O Let Fees Port O Let Fees	1,010.00 294.24 281.28 225.72 75.24	08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022	Check Sequence: 112 20-26-000-525500-6801 20-21-000-525500-1232 10-10-000-521600-0000 20-21-000-525500-1235 20-21-000-525500-1130	ACH Enabled: False
	Check Total:	1,886.48			
Vendor: 202487 GBW	Nolan Shaw Camp Instruction	2,640.00	08/17/2022	Check Sequence: 113 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	2,640.00			
Vendor: 178680	Shining Star Productions Summer Classes	648.00	08/17/2022	Check Sequence: 114 20-22-000-525500-2301	ACH Enabled: False
	Check Total:	648.00			
Vendor: 201956 GBW	John Sigmund Camp Instruction	1,500.00	08/17/2022	Check Sequence: 115 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,500.00			
Vendor: 202283 GBW	Adam Smith Camp Instruction	3,000.00	08/17/2022	Check Sequence: 116 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	3,000.00			
Vendor: 181118	Staples Advantage Office Supplies Toner	153.15 293.78	08/17/2022 08/17/2022	Check Sequence: 117 20-00-000-530100-0000 10-00-000-530100-0000	ACH Enabled: False
	Check Total:	446.93			
Vendor: 202306 GBW	Mark Staron Camp Instruction	60.00	08/17/2022	Check Sequence: 118 20-21-000-525500-1145	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	60.00			
Vendor: 199963 395	Sticky Fingers Cooking Summer Classes	2,160.00	08/17/2022	Check Sequence: 119 20-22-000-525500-2314	ACH Enabled: False
	Check Total:	2,160.00			
Vendor: 201960 GBS GBW	Adam Szyszko Camp Instruction Camp Instruction	810.00 750.00	08/17/2022 08/17/2022	Check Sequence: 120 20-21-000-525500-1146 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,560.00			
Vendor: 183537 475775	Team Express, Inc. Equipment	3,594.50	08/17/2022	Check Sequence: 121 20-21-000-535500-1111	ACH Enabled: False
	Check Total:	3,594.50			
Vendor: 183781 1038902/01 CM 70538487 70538964	Terrace Supply Company CO2 CO2 CO2	7.36 353.66 598.07	08/17/2022 08/17/2022 08/17/2022	Check Sequence: 122 20-30-500-530600-0000 20-30-500-530600-0000 20-30-500-530600-0000	ACH Enabled: True
	Check Total:	959.09			
Vendor: 200649	The Beer Cellar, LLC Thirsty Thursday	314.38	08/17/2022	Check Sequence: 123 20-26-000-525500-6809	ACH Enabled: False
	Check Total:	314.38			
Vendor: 200048 78483 78484	The Fun Ones Event Attractions Event Attractions	990.00 950.00	08/17/2022 08/17/2022	Check Sequence: 124 20-26-000-525500-6801 20-26-000-525500-6801	ACH Enabled: False
	Check Total:	1,940.00			
Vendor: 200670 1197	The Sweet Girls Desserts, LLC Birthday Vendor	80.00	08/17/2022	Check Sequence: 125 20-30-100-525500-0000	ACH Enabled: False
	Check Total:	80.00			
Vendor: 199106 467149	USA Football Coach Certifications	165.00	08/17/2022	Check Sequence: 126 20-21-000-525500-1161	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	165.00			
Vendor: 200675 4671	Village of Glen Ellyn Administration Tournament Police Services	1,256.25	08/17/2022	Check Sequence: 127 20-21-000-525500-1130	ACH Enabled: False
	Check Total:	1,256.25			
Vendor: 200495	Village of Glen Ellyn-Fuel 7/2022 Fuel	6,314.58	08/17/2022	Check Sequence: 128 10-10-000-530500-0000	ACH Enabled: False
	Check Total:	6,314.58			
Vendor: 190330	Village of Glen Ellyn-Water 6/16-7/15/2022 Water 6/16-7/15/2022 Water	153.56 71.44 4,079.22 122.77 146.72 419.34 306.33 413.64 683.97 1,506.33 48.27 5,658.04 906.33	08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022 08/17/2022	Check Sequence: 129 20-30-200-570400-0000 20-00-000-570400-0000 20-00-000-570400-0000 10-00-000-570400-0000 20-30-150-570400-0000 20-30-500-570400-0000 20-30-350-570400-0000 20-30-450-570400-0000 20-30-100-570400-0000 20-30-300-570400-0000 20-00-000-570400-0000 20-00-000-570400-0000 20-30-400-570400-0000	ACH Enabled: False
	Check Total:	14,515.96			
Vendor: 202276 GBW	David Voland Camp Instruction	644.00	08/17/2022	Check Sequence: 130 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	644.00			
Vendor: 199264 5286597	Warehouse Direct Supplies	552.66	08/17/2022	Check Sequence: 131 20-30-100-530300-0000	ACH Enabled: True
	Check Total:	552.66			
Vendor: 202274 GBW	Makayla Webber Camp Instruction	210.00	08/17/2022	Check Sequence: 132 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	210.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 193195 N25458	West Side Tractor Sales Z Turn Repairs	475.29	08/17/2022	Check Sequence: 133 10-10-000-530210-0000	ACH Enabled: False
	Check Total:	475.29			
Vendor: 200515	Wheaton Park District League Fees	217.50	08/17/2022	Check Sequence: 134 20-21-000-525500-1111	ACH Enabled: False
	Check Total:	217.50			
Vendor: 202232	WM Corporate Services, Inc. Port O Let Fees	335.00	08/17/2022	Check Sequence: 135 20-26-000-535500-6809	ACH Enabled: False
	7/2022 Scavenger Services	1,928.95	08/17/2022	10-00-000-521300-0000	
	7/2022 Scavenger Services	148.70	08/17/2022	20-30-200-521300-0000	
	7/2022 Scavenger Services	172.70	08/17/2022	20-30-450-521300-0000	
	7/2022 Scavenger Services	207.91	08/17/2022	20-30-300-521300-0000	
	7/2022 Scavenger Services	902.24	08/17/2022	10-00-000-521300-0000	
	7/2022 Scavenger Services	690.82	08/17/2022	20-30-500-521300-0000	
	7/2022 Scavenger Services	588.75	08/17/2022	20-30-100-521300-0000	
	7/2022 Scavenger Services	288.75	08/17/2022	20-30-150-521300-0000	
	Check Total:	5,263.82			
Vendor: 202315 GBW	Lee Wood Camp Instruction	950.00	08/17/2022	Check Sequence: 136 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	950.00			
	Total for Check Run:	235,662.99			
	Total of Number of Checks:	136			

Accounts Payable

Computer Check Proof List by Vendor

User: cyocum
 Printed: 08/08/2022 - 8:54AM
 Batch: 00005.08.2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 119690	DuPage Co. Public Works 3/29-6/1/2022 Water	295.12	08/08/2022	20-00-000-570400-0000	ACH Enabled: False
	Check Total:	295.12			
Vendor: 199264	Warehouse Direct			20-30-500-530300-0000	ACH Enabled: False
5254961	Maintenance Supplies	339.78	08/08/2022	20-30-500-530300-0000	
5254961	Maintenance Supplies	153.41	08/08/2022	20-30-100-530300-0000	
	Check Total:	493.19			
	Total for Check Run:	788.31			
	Total of Number of Checks:	2			

Accounts Payable

Computer Check Proof List by Vendor

User: cyocum
 Printed: 08/04/2022 - 1:10PM
 Batch: 00003.08.2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 202111 2635117	Impact Networking, LLC Report Paper	117.98	08/04/2022	Check Sequence: 1 20-00-000-530100-0000	ACH Enabled: False
	Check Total:	117.98			
Vendor: 114769	IPS, Inc. Resurface Diving Boards	1,525.00	08/04/2022	Check Sequence: 2 20-30-500-530210-0000	ACH Enabled: False
	Check Total:	1,525.00			
Vendor: 176093 11067308/114296	Russo Power Equipment Equipment Repairs	336.91	08/04/2022	Check Sequence: 3 10-10-000-530210-0000	ACH Enabled: False
	Check Total:	336.91			
	Total for Check Run:	1,979.89			
	Total of Number of Checks:	3			

Accounts Payable

Computer Check Proof List by Vendor

User: cyocum
 Printed: 08/01/2022 - 1:42PM
 Batch: 00002.08.2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 109540	Bill George Football League			Check Sequence: 1	ACH Enabled: False
1111	League Fees	8,750.00	08/01/2022	20-21-000-525500-1161	
1111	HUDL Subscription	839.88	08/01/2022	20-21-000-535500-1161	
	Check Total:	9,589.88			
Vendor: 156599	Menard's, Inc.			Check Sequence: 2	ACH Enabled: False
90151	Portable Air Conditioner	399.99	08/03/2022	20-30-450-530300-0000	
90152	Splash Pad Repairs	359.81	08/03/2022	20-30-400-530900-0000	
90949	Supplies	23.29	08/03/2022	20-30-200-550300-0000	
91131	Splash Pad Repairs	89.99	08/03/2022	20-30-400-530900-0000	
91648	Splash Pad Repairs	110.17	08/03/2022	20-30-400-530900-0000	
92111	Park Repairs	84.36	08/03/2022	10-10-000-550301-0000	
92446	Picnic Table Repairs	254.92	08/03/2022	10-10-000-550200-0000	
93260	Emergency Lights	311.64	08/03/2022	20-30-450-550300-0000	
93332	Hooks	23.72	08/03/2022	20-30-200-550300-0000	
93402	Wasp Spray	97.44	08/03/2022	10-10-000-530300-0000	
93407	Irrigation Repair	31.52	08/03/2022	10-10-000-521315-0000	
93408	Supplies	53.75	08/03/2022	10-10-000-530300-0000	
	Check Total:	1,840.60			
Vendor: 137161	The Home Depot CRC/GEFCF			Check Sequence: 3	ACH Enabled: False
	Grass Seed	27.39	08/01/2022	10-10-000-550400-0000	
	Check Total:	27.39			
	Total for Check Run:	11,457.87			
	Total of Number of Checks:	3			

Accounts Payable

Computer Check Proof List by Vendor

User: cyocum
 Printed: 08/01/2022 - 8:29AM
 Batch: 00001.08.2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 200434 828673	Advocate Occupational Health Pre-Employment Physical	129.00	08/03/2022	10-00-000-585820-0000	Check Sequence: 1 ACH Enabled: False
	Check Total:	129.00			
Vendor: 202129	AEP Energy				Check Sequence: 2 ACH Enabled: False
	6/13-7/11/2022 Electric	2,391.06	08/03/2022	20-30-200-570100-0000	
	6/13-7/11/2022 Electric	286.63	08/03/2022	10-00-000-570100-0000	
	6/13-7/11/2022 Electric	1,688.38	08/03/2022	20-30-450-570100-0000	
	6/13-7/11/2022 Electric	118.88	08/03/2022	20-30-150-570100-0000	
	6/13-7/11/2022 Electric	241.35	08/03/2022	10-00-000-570100-0000	
	6/13-7/11/2022 Electric	94.79	08/03/2022	10-00-000-570100-0000	
	6/13-7/11/2022 Electric	7,528.48	08/03/2022	20-30-100-570100-0000	
	6/13-7/11/2022 Electric	806.76	08/03/2022	20-30-300-570100-0000	
	6/13-7/11/2022 Electric	107.12	08/03/2022	20-30-350-570100-0000	
	6/13-7/11/2022 Electric	2,808.81	08/03/2022	20-30-500-570100-0000	
	6/13-7/11/2022 Electric	19.15	08/03/2022	20-00-000-570100-0000	
	6/13-7/11/2022 Electric	40.98	08/03/2022	20-00-000-570100-0000	
	6/13-7/11/2022 Electric	82.10	08/03/2022	20-00-000-570100-0000	
	6/13-7/11/2022 Electric	425.29	08/03/2022	20-00-000-570100-0000	
	6/13-7/11/2022 Electric	133.88	08/03/2022	10-00-000-570100-0000	
	6/13-7/11/2022 Electric	600.19	08/03/2022	20-30-350-570100-0000	
	Check Total:	17,373.85			
Vendor: 103201 224002	All Star Sports Instruction Summer Classes	25,025.00	08/03/2022	20-21-000-525500-1261	Check Sequence: 3 ACH Enabled: True
	Check Total:	25,025.00			
Vendor: 103689 6735374	American Soccer Company, Inc. Uniforms	7,775.24	08/03/2022	20-21-000-535500-1120	Check Sequence: 4 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	7,775.24			
Vendor: 103965 90409	Ancel Glink, P.C. June 2022 Attorney Fees	1,293.75	08/03/2022	Check Sequence: 5 10-00-000-521100-0000	ACH Enabled: False
	Check Total:	1,293.75			
Vendor: 104993 139637/783 141103	Aqua Pure Enterprises Inc. Chlorine C-Series Pump	1,403.97 11,546.68	08/03/2022 08/03/2022	Check Sequence: 6 20-30-500-530600-0000 94-90-930-575110-0000	ACH Enabled: False
	Check Total:	12,950.65			
Vendor: 105167 39505195 39508900 39512743 39519152 39522581 69498666	Armbrust Plumbing and Heating RPZ Testing RPZ Testing RPZ Testing RPZ Testing RPZ Testing RPZ Testing	314.85 419.80 104.95 209.90 314.85 380.00	08/03/2022 08/03/2022 08/03/2022 08/03/2022 08/03/2022 08/03/2022	Check Sequence: 7 10-10-000-521600-0000 20-30-150-550300-0000 10-10-000-521600-0000 20-30-500-521600-0000 10-10-000-521600-0000 10-10-000-521600-0000	ACH Enabled: False
	Check Total:	1,744.35			
Vendor: 108315 P53150853	Batteries Plus Alarm Battery	17.26	08/03/2022	Check Sequence: 8 20-30-350-541300-0000	ACH Enabled: True
	Check Total:	17.26			
Vendor: 202457 Mileage	Laurie Bellmar 6/2022 Mileage	49.73	08/03/2022	Check Sequence: 9 20-00-000-585270-0000	ACH Enabled: True
	Check Total:	49.73			
Vendor: 135160 917513874	BSN Sports Camp Shirts	385.00	08/03/2022	Check Sequence: 10 20-21-000-535500-1145	ACH Enabled: False
	Check Total:	385.00			
Vendor: 113050 12215 12237	Case Lots Inc. Soap/Garbage Bags Toilet Paper	344.40 439.20	08/03/2022 08/03/2022	Check Sequence: 11 10-10-000-530300-0000 10-10-000-530300-0000	ACH Enabled: True
	Check Total:	783.60			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 113456 7670916	Central Turf & Irrigation Irrigation Service App	635.00	08/03/2022	Check Sequence: 12 10-10-000-521315-0000	ACH Enabled: False
	Check Total:	635.00			
Vendor: 202226 2021050005	Chicago Union Summer Classes	910.00	08/03/2022	Check Sequence: 13 20-21-000-525500-1148	ACH Enabled: False
	Check Total:	910.00			
Vendor: 202339 1394	Chicagoland Whistles, Inc. Basketball Officials	210.00	08/03/2022	Check Sequence: 14 20-21-000-525500-1141	ACH Enabled: True
	Check Total:	210.00			
Vendor: 202564 27287355	Chris Mechanical Services, Inc. RTU Repairs	1,411.00	08/03/2022	Check Sequence: 15 20-30-100-521600-0000	ACH Enabled: True
	Check Total:	1,411.00			
Vendor: 202259	Allison Ciero Tournament Setup	444.00	08/03/2022	Check Sequence: 16 20-21-000-525500-1130	ACH Enabled: False
	Check Total:	444.00			
Vendor: 115370 6416462	Conserv FS, Inc. Turface	945.00	08/03/2022	Check Sequence: 17 10-10-000-550800-0000	ACH Enabled: False
	Check Total:	945.00			
Vendor: 202557 GBW	Jessica Crowley Camp Instruction	1,200.00	08/03/2022	Check Sequence: 18 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	1,200.00			
Vendor: 199503 Reimbursement	Mark Cunningham Equipment	108.49	08/03/2022	Check Sequence: 19 20-21-000-535500-1182	ACH Enabled: True
	Check Total:	108.49			
Vendor: 118510	Lisa Marie DiMaggio Summer Classes	322.00	08/03/2022	Check Sequence: 20 20-22-000-525500-2358	ACH Enabled: False
	Check Total:	322.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 119687 1234	Dunham Woods Farm, Inc. Summer Classes	500.00	08/03/2022	Check Sequence: 21 20-22-000-525500-2301	ACH Enabled: False
	Check Total:	500.00			
Vendor: 202192 Summer	East Avenue Lacrosse Summer Camps	2,204.00	08/03/2022	Check Sequence: 22 20-21-000-525500-1174	ACH Enabled: False
	Check Total:	2,204.00			
Vendor: 123370 891	Elmhurst Park District Senior Trip	308.10	08/03/2022	Check Sequence: 23 20-25-000-525500-5702	ACH Enabled: False
	Check Total:	308.10			
Vendor: 201993	Kristi Faulkner Basketball Programs	3,571.00	08/03/2022	Check Sequence: 24 20-21-000-525500-1141	ACH Enabled: False
	Check Total:	3,571.00			
Vendor: 129900	Future Pros, Inc. Summer Camps/Private Training Summer Camps/Private Training	8,764.00 3,360.00	08/03/2022 08/03/2022	Check Sequence: 25 20-21-000-525500-1126 20-21-000-525500-1127	ACH Enabled: True
	Check Total:	12,124.00			
Vendor: 132080 391517	Gold Medal-Chicago, Inc. Concessions	1,816.51	08/03/2022	Check Sequence: 26 20-30-500-530095-0000	ACH Enabled: False
	Check Total:	1,816.51			
Vendor: 132271 839973054 9371336877	Grainger, Inc. Exit Signs Ear Plugs	41.04 16.84	08/03/2022 08/03/2022	Check Sequence: 27 20-30-450-550300-0000 10-10-000-530300-0000	ACH Enabled: True
	Check Total:	57.88			
Vendor: 199011 Expenses	Wade Hardtke Camp Supplies	100.50	08/03/2022	Check Sequence: 28 20-21-000-535500-1146	ACH Enabled: False
	Check Total:	100.50			
Vendor: 198800 54170	Hawk Ford #447 Repairs	1,048.00	08/03/2022	Check Sequence: 29 10-10-000-530340-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,048.00			
Vendor: 200360 565-08368	Illinois Central School Bus Field Trip Transportation	1,700.00	08/03/2022	Check Sequence: 30 20-24-000-525500-4625	ACH Enabled: False
	Check Total:	1,700.00			
Vendor: 202111 2614369/32328 2614369/32328	Impact Networking, LLC Report Paper Report Paper	186.00 627.80	08/03/2022 08/03/2022	Check Sequence: 31 10-00-000-530100-0000 20-00-000-530100-0000	ACH Enabled: False
	Check Total:	813.80			
Vendor: 202443	Inside Out Club Field Trip	242.02	08/03/2022	Check Sequence: 32 20-24-000-535500-4625	ACH Enabled: False
	Check Total:	242.02			
Vendor: 199968	Hugh Johnson New Phone Reimbursement	100.00	08/03/2022	Check Sequence: 33 10-10-000-570300-0000	ACH Enabled: True
	Check Total:	100.00			
Vendor: 148305 Mileage	Rebecca Karales 4/22-6/2022 Mileage	8.19	08/03/2022	Check Sequence: 34 20-00-000-585270-0000	ACH Enabled: True
	Check Total:	8.19			
Vendor: 202528 Expenses	Arjun Kirtikar Camp Supplies	50.00	08/03/2022	Check Sequence: 35 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	50.00			
Vendor: 151470 300066607 300067280 67277/316	Landscape Material Mulch Mulch Mulch	120.00 240.00 1,293.98	08/03/2022 08/03/2022 08/03/2022	Check Sequence: 36 10-10-000-550600-0000 10-10-000-550600-0000 10-10-000-550600-0000	ACH Enabled: False
	Check Total:	1,653.98			
Vendor: 200545 63313 63403 63403	M&M Sports Scene Inc. Camp Shirts Staff Hats Staff Hats	1,042.50 779.00 389.54	08/03/2022 08/03/2022 08/03/2022	Check Sequence: 37 20-24-000-535500-4631 20-24-000-525500-4625 20-24-000-525500-4631	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,211.04			
Vendor: 202560	William Malone			Check Sequence: 38	ACH Enabled: True
GBW	Camp Instruction	150.00	08/03/2022	20-21-000-525500-1145	
	Check Total:	150.00			
Vendor: 200234	Marathon Sportswear			Check Sequence: 39	ACH Enabled: True
69013	Color Run Shirts	2,534.22	08/03/2022	20-30-100-535500-0000	
	Check Total:	2,534.22			
Vendor: 156599	Menard's, Inc.			Check Sequence: 40	ACH Enabled: False
90151	Portable Air Conditioner	399.99	08/03/2022	20-30-450-530300-0000	
90152	Splash Pad Repairs	359.81	08/03/2022	20-30-400-530900-0000	
90949	Supplies	23.29	08/03/2022	20-30-200-550300-0000	
91131	Splash Pad Repairs	89.99	08/03/2022	20-30-400-530900-0000	
91648	Supplies	110.17	08/03/2022	20-30-400-530900-0000	
91648	Splash Pad Repairs	110.17	08/03/2022	20-30-400-530900-0000	
92111	Park Repairs	84.36	08/03/2022	10-10-000-550301-0000	
92446	Picnic Table Repairs	254.92	08/03/2022	10-10-000-550200-0000	
93260	Emergency Lights	311.64	08/03/2022	20-30-450-550300-0000	
93332	Hooks	23.72	08/03/2022	20-30-200-550300-0000	
93402	Wasp Spray	97.44	08/03/2022	10-10-000-530300-0000	
93407	Irrigation Repair	31.52	08/03/2022	10-10-000-521315-0000	
93408	Supplies	53.75	08/03/2022	10-10-000-530300-0000	
	Check Total:	1,950.77			
Vendor: 202501	Allison Mizwicki			Check Sequence: 41	ACH Enabled: False
GBS	Camp Instruction	150.00	08/03/2022	20-21-000-525500-1146	
	Check Total:	150.00			
Vendor: 202562	Victor Moore III			Check Sequence: 42	ACH Enabled: False
GBS	Camp Instruction	262.50	08/03/2022	20-21-000-525500-1146	
	Check Total:	262.50			
Vendor: 162999	Official Finders			Check Sequence: 43	ACH Enabled: True
10622	Umpires	350.00	08/03/2022	20-21-000-525500-1233	
10622	Umpires	6,720.00	08/03/2022	20-21-000-525500-1235	
10653	Umpires	210.00	08/03/2022	20-21-000-525500-1232	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	7,280.00			
Vendor: 202444	Cindy O'Leary			Check Sequence: 44	ACH Enabled: False
	Assignor Fees	205.00	08/03/2022	20-21-000-525500-1112	
	Check Total:	205.00			
Vendor: 199051	Out On A Whim			Check Sequence: 45	ACH Enabled: False
	Field Trip	374.00	08/03/2022	20-24-000-535500-4631	
	Check Total:	374.00			
Vendor: 200726	Parvin-Clauss Sign Company Inc.			Check Sequence: 46	ACH Enabled: False
10149	Newton Park Sign Deposit	11,371.00	08/03/2022	94-90-885-575110-0000	
	Check Total:	11,371.00			
Vendor: 202563	Debra Pascale			Check Sequence: 47	ACH Enabled: False
Key Deposit	Return Key Deposit	50.00	08/03/2022	10-00-000-260100-0000	
	Check Total:	50.00			
Vendor: 202558	Caden Pierce			Check Sequence: 48	ACH Enabled: True
GBW	Camp Instruction	1,050.00	08/03/2022	20-21-000-525500-1145	
	Check Total:	1,050.00			
Vendor: 176971	Sam's Club Direct			Check Sequence: 49	ACH Enabled: False
	Event Supplies	507.90	08/03/2022	20-21-000-535500-1201	
	Concessions	4,289.67	08/03/2022	20-30-500-530095-0000	
	Even Supplies	332.91	08/03/2022	20-26-000-535500-6801	
	Concessions	510.79	08/03/2022	20-30-500-530095-0000	
	Check Total:	5,641.27			
Vendor: 202559	Declan Scheck			Check Sequence: 50	ACH Enabled: True
GBW	Camp Instuction	100.00	08/03/2022	20-21-000-525500-1145	
	Check Total:	100.00			
Vendor: 178125	Service Sanitation, Inc.			Check Sequence: 51	ACH Enabled: False
8407976	Port-O-Let Fees	75.24	08/03/2022	20-21-000-525500-1130	
8407989	Port-O-Let Fees	815.00	08/03/2022	20-21-000-525500-1130	
8419556/4/5	Port-O-Let Fees	361.60	08/03/2022	20-21-000-525500-1232	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
8419557/58	Port-O-Let Fees	278.54	08/03/2022	10-10-000-521600-0000	
	Check Total:	1,530.38			
Vendor: 178570 0658-4	Sherwin Williams Co. Paint	59.24	08/03/2022	10-10-000-530600-0000	Check Sequence: 52 ACH Enabled: False
	Check Total:	59.24			
Vendor: 179030 1667	Signarama Parking Signs	45.00	08/03/2022	20-21-000-535500-1130	Check Sequence: 53 ACH Enabled: False
	Check Total:	45.00			
Vendor: 201768 140667	S-NET Communications 8/2022 District-Wide Phone Service	583.41	08/03/2022	10-00-000-570300-0000	Check Sequence: 54 ACH Enabled: True
140667	8/2022 District-Wide Phone Service	138.37	08/03/2022	10-10-000-570300-0000	
140667	8/2022 District-Wide Phone Service	583.41	08/03/2022	20-00-000-570300-0000	
140667	8/2022 District-Wide Phone Service	288.43	08/03/2022	20-30-100-570300-0000	
140667	8/2022 District-Wide Phone Service	19.70	08/03/2022	20-30-150-570300-0000	
140667	8/2022 District-Wide Phone Service	110.42	08/03/2022	20-30-300-570300-0000	
140667	8/2022 District-Wide Phone Service	58.33	08/03/2022	20-30-500-570300-0000	
	Check Total:	1,782.07			
Vendor: 181118	Staples Advantage Toner	97.09	08/03/2022	20-30-500-530910-0000	Check Sequence: 55 ACH Enabled: False
	Office Supplies	5.96	08/03/2022	10-00-000-530100-0000	
	Office Supplies	98.95	08/03/2022	20-00-000-530100-0000	
	Check Total:	202.00			
Vendor: 182096 124515	Sunburst Sportswear Inc. Camp Shirts	379.50	08/03/2022	20-24-000-525500-4625	Check Sequence: 56 ACH Enabled: False
	Check Total:	379.50			
Vendor: 183781 Various	Terrace Supply Company CO2	634.80	08/03/2022	20-30-500-530600-0000	Check Sequence: 57 ACH Enabled: True
	Check Total:	634.80			
Vendor: 137161	The Home Depot CRC/GEFCF Grass Seed	367.95	08/03/2022	10-10-000-550400-0000	Check Sequence: 58 ACH Enabled: False
	Bistro Tables	427.28	08/03/2022	20-30-150-541300-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	795.23			
Vendor: 200735 317/16	Jordann Tomasek Logo Design	525.00	08/03/2022	Check Sequence: 59 20-00-000-521650-0000	ACH Enabled: True
	Check Total:	525.00			
Vendor: 202570 86975898-0002	Trace Video Services	5,450.00	08/03/2022	Check Sequence: 60 20-21-000-525500-1123	ACH Enabled: False
	Check Total:	5,450.00			
Vendor: 183005 1673/72	T-Rexplorers LLC Summer Classes	8,880.00	08/03/2022	Check Sequence: 61 20-22-000-525500-2311	ACH Enabled: False
	Check Total:	8,880.00			
Vendor: 190008 PJ0761	Vermeer Skidsteer Repairs	291.41	08/03/2022	Check Sequence: 62 10-10-000-530210-0000	ACH Enabled: False
	Check Total:	291.41			
Vendor: 200675 4667	Village of Glen Ellyn Administration Event Police Detail	750.00	08/03/2022	Check Sequence: 63 20-26-000-535500-6809	ACH Enabled: False
	Check Total:	750.00			
Vendor: 202561 GBW	Celia Voigt Camp Instruction	525.00	08/03/2022	Check Sequence: 64 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	525.00			
Vendor: 202232 3614-2011-0	WM Corporate Services, Inc. Extra Scavenger Service	335.00	08/03/2022	Check Sequence: 65 20-30-100-521300-0000	ACH Enabled: False
	Check Total:	335.00			
	Total for Check Run:	155,525.33			
	Total of Number of Checks:	65			

Accounts Payable

Computer Check Proof List by Vendor

User: cyocum
 Printed: 07/26/2022 - 9:48AM
 Batch: 00009.07.2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 200054	2cutebyhand Event Entertainment	900.00	07/26/2022	Check Sequence: 1 20-26-000-525500-6801	ACH Enabled: False
	Check Total:	900.00			
Vendor: 202504 GBS	Felicity Abbott Camp Instruction	150.00	07/26/2022	Check Sequence: 2 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	150.00			
Vendor: 104993 Various	Aqua Pure Enterprises Inc. Chlorine	7,118.00	07/26/2022	Check Sequence: 3 20-30-500-530600-0000	ACH Enabled: False
	Check Total:	7,118.00			
Vendor: 198933	Steven Balazs Event Entertainment	1,000.00	07/26/2022	Check Sequence: 4 20-26-000-525500-6801	ACH Enabled: False
	Check Total:	1,000.00			
Vendor: 202043 105	BIG3 Sports Summer Camps	1,324.80	07/26/2022	Check Sequence: 5 20-30-100-525500-0000	ACH Enabled: True
	Check Total:	1,324.80			
Vendor: 202483 GBW	Kennedy Brandt Camp Instruction	120.00	07/26/2022	Check Sequence: 6 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	120.00			
Vendor: 202252 GBW	Lauren Busch Camp Instruction	1,740.00	07/26/2022	Check Sequence: 7 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,740.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 202535 GBW	Alexander Cano Camp Instruction	315.00	07/26/2022	Check Sequence: 8 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	315.00			
Vendor: 202248 Spartan	Kris Casey Camp Instruction	2,238.00	07/26/2022	Check Sequence: 9 20-21-000-525500-1144	ACH Enabled: False
	Check Total:	2,238.00			
Vendor: 201979 GBW	Jerry Considine Camp Instruction	420.00	07/26/2022	Check Sequence: 10 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	420.00			
Vendor: 202322 GBW	Anthony Crowley Camp Instruction	1,080.00	07/26/2022	Check Sequence: 11 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,080.00			
Vendor: 202282 GBS	Eric Daca Camp Instruction	594.00	07/26/2022	Check Sequence: 12 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	594.00			
Vendor: 201973 GBW	Brandon Daniel Camp Instruction	540.00	07/26/2022	Check Sequence: 13 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	540.00			
Vendor: 202466 GBS GBS	Frank DeAngelis Camp Instruction Camp Instruction	360.00 600.00	07/26/2022 07/26/2022	Check Sequence: 14 20-21-000-525500-1146 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	960.00			
Vendor: 199672 50129	Don's World of Sports Camp Shirts	1,118.05	07/26/2022	Check Sequence: 15 20-21-000-535500-1146	ACH Enabled: False
	Check Total:	1,118.05			
Vendor: 202502 GBW	Anna Doten Camp Instruction	300.00	07/26/2022	Check Sequence: 16 20-21-000-525500-1145	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	300.00			
Vendor: 202522 GBW	Luuk Dusek Camp Instruction	120.00	07/26/2022	Check Sequence: 17 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	120.00			
Vendor: 202251 GBW	Ryan Edwards Camp Instruction	780.00	07/26/2022	Check Sequence: 18 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	780.00			
Vendor: 202531 GBS	Michael Esposito Camp Instruction	262.50	07/26/2022	Check Sequence: 19 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	262.50			
Vendor: 202268 GBS	Marco Eufrasio Camp Instruction	1,680.00	07/26/2022	Check Sequence: 20 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	1,680.00			
Vendor: 201993 GBW	Kristi Faulkner Camp Instruction	3,780.00	07/26/2022	Check Sequence: 21 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	3,780.00			
Vendor: 202250 GBW	Elizabeth Filmer Camp Instruction	1,740.00	07/26/2022	Check Sequence: 22 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,740.00			
Vendor: 202546 GBS	Julie Fonda-Smith Camp Instruction	640.00	07/26/2022	Check Sequence: 23 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	640.00			
Vendor: 202524 GBS	Lorenza Foster-Simbulan Camp Instruction	225.00	07/26/2022	Check Sequence: 24 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	225.00			
Vendor: 132080 390750/991/335	Gold Medal-Chicago, Inc. Concessions	5,170.54	07/26/2022	Check Sequence: 25 20-30-500-530095-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	5,170.54			
Vendor: 202552 11816	Government Finance Officers Association COA Audit Review Fee	460.00	07/26/2022	Check Sequence: 26 10-00-000-521900-0000	ACH Enabled: False
	Check Total:	460.00			
Vendor: 201963 GBS	Chad Grant Camp Instruction	240.00	07/26/2022	Check Sequence: 27 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	240.00			
Vendor: 202536 GBW	Braeden Groszek Camp Instruction	315.00	07/26/2022	Check Sequence: 28 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	315.00			
Vendor: 202527 GBS	Cade Hardtke Camp Instruction	622.50	07/26/2022	Check Sequence: 29 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	622.50			
Vendor: 202534 GBS	Callie Hardtke Camp Instruction	195.00	07/26/2022	Check Sequence: 30 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	195.00			
Vendor: 202526 GBS	Cole Hardtke Camp Instruction	652.50	07/26/2022	Check Sequence: 31 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	652.50			
Vendor: 199011 GBS	Wade Hardtke Camp Instruction	2,562.00	07/26/2022	Check Sequence: 32 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	2,562.00			
Vendor: 201981 GBW	Paul Hezlett Camp Instruction	750.00	07/26/2022	Check Sequence: 33 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	750.00			
Vendor: 201948 GBW	Timothy Hoder Camp Instruction	1,350.00	07/26/2022	Check Sequence: 34 20-21-000-525500-1145	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,350.00			
Vendor: 202540 GBW	Jack Humble Camp Instruction	225.00	07/26/2022	20-21-000-525500-1145	Check Sequence: 35 ACH Enabled: False
	Check Total:	225.00			
Vendor: 199220	Illinois Youth Soccer Association Tournament Fees	5,200.00	07/26/2022	20-21-000-525500-1127	Check Sequence: 36 ACH Enabled: False
	Check Total:	5,200.00			
Vendor: 202072 GBW	Karen Judge Camp Instruction	1,140.00	07/26/2022	20-21-000-525500-1145	Check Sequence: 37 ACH Enabled: False
	Check Total:	1,140.00			
Vendor: 202543 GBS	Skyler Kasssel Camp Instruction	300.00	07/26/2022	20-21-000-525500-1146	Check Sequence: 38 ACH Enabled: False
	Check Total:	300.00			
Vendor: 202551 134845-5	Keiser Corporation Spin Bikes	20,946.04	07/26/2022	94-90-805-575180-0000	Check Sequence: 39 ACH Enabled: True
	Check Total:	20,946.04			
Vendor: 202528 GBS	Arjun Kirtikar Camp Instruction	180.00	07/26/2022	20-21-000-525500-1146	Check Sequence: 40 ACH Enabled: False
	Check Total:	180.00			
Vendor: 202254 GBS	Timothy Klayum Camp Instruction	570.00	07/26/2022	20-21-000-525500-1146	Check Sequence: 41 ACH Enabled: False
	Check Total:	570.00			
Vendor: 202484 GBS	Cameron Kucaba Camp Instruction	150.00	07/26/2022	20-21-000-525500-1146	Check Sequence: 42 ACH Enabled: False
	Check Total:	150.00			
Vendor: 202503 GBS	Amelia Lake Camp Instruction	150.00	07/26/2022	20-21-000-525500-1146	Check Sequence: 43 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	150.00			
Vendor: 202281 GBW	Grant Lalla Camp Instruction	1,350.00	07/26/2022	Check Sequence: 44 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,350.00			
Vendor: 202547 GBS	Daniella Little Camp Instruction	950.00	07/26/2022	Check Sequence: 45 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	950.00			
Vendor: 202545 GBW	Sophia Lodge Camp Instruction	390.00	07/26/2022	Check Sequence: 46 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	390.00			
Vendor: 200369 FFN	Magic By Randy, Inc. Event Entertainment	450.00	07/26/2022	Check Sequence: 47 20-26-000-525500-6801	ACH Enabled: False
	Check Total:	450.00			
Vendor: 201961 GBW	Andrew Markovic Camp Instruction	1,140.00	07/26/2022	Check Sequence: 48 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,140.00			
Vendor: 201998 GBW	Patrick McCluskey Camp Instruction	450.00	07/26/2022	Check Sequence: 49 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	450.00			
Vendor: 202480 GBW	Emily Miranda Camp Instruction	50.00	07/26/2022	Check Sequence: 50 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	50.00			
Vendor: 202501 GBS GBS	Allison Mizwicki Camp Instruction Camp Instruction	150.00 67.50	07/26/2022 07/26/2022	Check Sequence: 51 20-21-000-525500-1146 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	217.50			
Vendor: 202241	Arianna Mora			Check Sequence: 52	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
GBS	Camp Instruction	700.00	07/26/2022	20-21-000-525500-1146	
	Check Total:	700.00			
Vendor: 202537 GBW	Tyler Munoz Camp Instruction	750.00	07/26/2022	20-21-000-525500-1145	ACH Enabled: True
	Check Total:	750.00			
Vendor: 202463 GBW	Orville Myrie Camp Instruction	720.00	07/26/2022	20-21-000-525500-1145	ACH Enabled: True
	Check Total:	720.00			
Vendor: 202538 GBW	Daniel Nash Camp Instruction	315.00	07/26/2022	20-21-000-525500-1145	ACH Enabled: False
	Check Total:	315.00			
Vendor: 202532 GBS	Nikolas Nguyen Camp Instruction	262.50	07/26/2022	20-21-000-525500-1146	ACH Enabled: False
	Check Total:	262.50			
Vendor: 202249 Spartan	Kelly Norlund Camp Instruction	2,238.00	07/26/2022	20-21-000-525500-1144	ACH Enabled: False
	Check Total:	2,238.00			
Vendor: 201974 GBW	Jason Opoka Camp Instruction	3,360.00	07/26/2022	20-21-000-525500-1145	ACH Enabled: False
	Check Total:	3,360.00			
Vendor: 202549 GBW	Kaitlyn Patton Camp Instruction	720.00	07/26/2022	20-21-000-525500-1145	ACH Enabled: True
	Check Total:	720.00			
Vendor: 201972 GBW	James Pecilunas Camp Instruction	1,350.00	07/26/2022	20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,350.00			
Vendor: 200149	Pentegra Systems			Check Sequence: 61	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
64272/393	Cameras	6,863.64	07/26/2022	85-30-100-541300-0000	
	Check Total:	6,863.64			
Vendor: 202525 GBS	Claire Pohlman Camp Instruction	180.00	07/26/2022	20-21-000-525500-1146	Check Sequence: 62 ACH Enabled: False
	Check Total:	180.00			
Vendor: 199420	Franklin Pope Summer Classes	630.00	07/26/2022	20-21-000-525500-1285	Check Sequence: 63 ACH Enabled: False
	Check Total:	630.00			
Vendor: 202460 2206011	Public Communications Inc. Professionnal Fees	13,392.50	07/26/2022	94-90-000-575110-0000	Check Sequence: 64 ACH Enabled: False
	Check Total:	13,392.50			
Vendor: 202486 GBW	Owen Reifel Camp Instruction	360.00	07/26/2022	20-21-000-525500-1145	Check Sequence: 65 ACH Enabled: False
	Check Total:	360.00			
Vendor: 202481 GBW	Hannah Roberts Camp Instruction	120.00	07/26/2022	20-21-000-525500-1145	Check Sequence: 66 ACH Enabled: True
	Check Total:	120.00			
Vendor: 202530 GBS	Angjelos Salca Camp Instruction	187.50	07/26/2022	20-21-000-525500-1146	Check Sequence: 67 ACH Enabled: True
	Check Total:	187.50			
Vendor: 202471 GBW	Robert Sanders Camp Instruction	960.00	07/26/2022	20-21-000-525500-1145	Check Sequence: 68 ACH Enabled: True
	Check Total:	960.00			
Vendor: 202041 GBW	Kelly Schaffer Camp Instruction	180.00	07/26/2022	20-21-000-525500-1145	Check Sequence: 69 ACH Enabled: False
	Check Total:	180.00			
Vendor: 199062	Schaumburg Athletic Association				Check Sequence: 70 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Tournament Fees	2,700.00	07/26/2022	20-21-000-525500-1127	
	Check Total:	2,700.00			
Vendor: 201980 GBW	Andy Schultz Camp Instruction	2,952.00	07/26/2022	20-21-000-525500-1145	ACH Enabled: False
	Check Total:	2,952.00			
Vendor: 178570 1245-0	Sherwin Williams Co. Paint	78.17	07/26/2022	20-30-400-530210-0000	ACH Enabled: False
	Check Total:	78.17			
Vendor: 202221 FFN	Sparkles Entertainment, Inc. Event Entertainment	885.00	07/26/2022	20-26-000-525500-6801	ACH Enabled: False
	Check Total:	885.00			
Vendor: 199074 77832	Sterling Athletics Equipment	293.72	07/26/2022	20-21-000-535500-1146	ACH Enabled: False
	Check Total:	293.72			
Vendor: 201960 GBS	Adam Szyszko Camp Instruction	480.00	07/26/2022	20-21-000-525500-1146	ACH Enabled: False
	Check Total:	480.00			
Vendor: 200963	T-Mobile 6/12-7/11/2022 AED Monitoring	35.60	07/26/2022	10-00-000-585815-0000	ACH Enabled: False
	Check Total:	35.60			
Vendor: 202539 GBW	Jason Valdez Camp Instruction	315.00	07/26/2022	20-21-000-525500-1145	ACH Enabled: False
	Check Total:	315.00			
Vendor: 202542 GBS GBS	Francis Valli Camp Instruction Camp Instruction	300.00 105.00	07/26/2022 07/26/2022	20-21-000-525500-1146 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	405.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 202529 GBW	Liam VanDyke Camp Instruction	120.00	07/26/2022	Check Sequence: 79 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	120.00			
Vendor: 200495	Village of Glen Ellyn-Fuel 6/2022 Fuel	6,704.61	07/26/2022	Check Sequence: 80 10-10-000-530500-0000	ACH Enabled: False
	Check Total:	6,704.61			
Vendor: 202544 GBS	Avery Webster Camp Instruction	300.00	07/26/2022	Check Sequence: 81 20-21-000-525500-1146	ACH Enabled: False
	Check Total:	300.00			
Vendor: 201950 GBW	Philip Wicyk Camp Instruction	1,680.00	07/26/2022	Check Sequence: 82 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	1,680.00			
Vendor: 199292 GBW	Matthew Wind Camp Instruction	120.00	07/26/2022	Check Sequence: 83 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	120.00			
Vendor: 202541 GBS GBS	Nathan Zambori Camp Instruction Camp Instruction	300.00 262.50	07/26/2022 07/26/2022	Check Sequence: 84 20-21-000-525500-1146 20-21-000-525500-1146	ACH Enabled: True
	Check Total:	562.50			
Vendor: 201971 GBW	Albert Zander Camp Instruction	720.00	07/26/2022	Check Sequence: 85 20-21-000-525500-1145	ACH Enabled: False
	Check Total:	720.00			
Vendor: 202523 GBW	Benjamin Zander Camp Instruction	120.00	07/26/2022	Check Sequence: 86 20-21-000-525500-1145	ACH Enabled: True
	Check Total:	120.00			
Vendor: 202533 GBS	Benjamin Zima Camp Instruction	105.00	07/26/2022	Check Sequence: 87 20-21-000-525500-1146	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	105.00			
	Total for Check Run:	127,187.17			
	Total of Number of Checks:	87			

Accounts Payable

Computer Check Proof List by Vendor

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 Batch: 00007.07.2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 129093	Fox Valley Fire & Safety			Check Sequence: 1	ACH Enabled: False
498790	Monitoring	247.80	07/22/2022	20-30-150-521600-0000	
525113	Monitoring	300.00	07/22/2022	20-30-450-521630-0000	
525114	Monitoring	150.00	07/22/2022	20-30-350-521600-0000	
525115	Monitoring	300.00	07/22/2022	20-30-200-521630-0000	
525665/19185	Monitoring	255.00	07/22/2022	20-30-300-521630-0000	
Various	Monitoring	810.00	07/22/2022	20-30-500-521600-0000	
	Check Total:	2,062.80			
Vendor: 198800	Hawk Ford			Check Sequence: 2	ACH Enabled: False
830510913	#422 Repairs	530.04	07/22/2022	10-10-000-530340-0000	
	Check Total:	530.04			
Vendor: 202550	Pepsi-Cola			Check Sequence: 3	ACH Enabled: False
30357956	Concessions	1,579.80	07/22/2022	20-30-500-530095-0000	
	Check Total:	1,579.80			
Vendor: 173350	Randall Pressure Systems Inc.			Check Sequence: 4	ACH Enabled: True
460580	Power Washer Repair	58.38	07/22/2022	10-10-000-530210-0000	
	Check Total:	58.38			
Vendor: 190330	Village of Glen Ellyn-Water			Check Sequence: 5	ACH Enabled: False
	5/17-6/16/2022 Water	117.64	07/22/2022	20-30-200-570400-0000	
	5/17-6/16/2022 Water	55.19	07/22/2022	20-00-000-570400-0000	
	5/17-6/16/2022 Water	2,065.63	07/22/2022	20-00-000-570400-0000	
	5/17-6/16/2022 Water	80.00	07/22/2022	10-00-000-570400-0000	
	5/17-6/16/2022 Water	117.64	07/22/2022	20-30-150-570400-0000	
	5/17-6/16/2022 Water	5,285.13	07/22/2022	20-30-500-570400-0000	
	5/17-6/16/2022 Water	492.48	07/22/2022	20-30-350-570400-0000	
	5/17-6/16/2022 Water	319.54	07/22/2022	20-30-450-570400-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	5/17-6/16/2022 Water	735.30	07/22/2022	20-30-100-570400-0000	
	5/17-6/16/2022 Water	492.48	07/22/2022	20-30-300-570400-0000	
	5/17-6/16/2022 Water	48.30	07/22/2022	20-00-000-570400-0000	
	5/17-6/16/2022 Water	3,255.45	07/22/2022	20-00-000-570400-0000	
	5/17-6/16/2022 Water	492.47	07/22/2022	20-30-400-570400-0000	
	Check Total:	13,557.25			
Vendor: 202232	Waste Management Corporate Services, Inc.			Check Sequence: 6	ACH Enabled: False
0052838-2754-0	7/2022 Scavenger Services	2,166.87	07/22/2022	10-00-000-521300-0000	
0052838-2754-0	7/2022 Scavenger Services	148.70	07/22/2022	20-30-200-521300-0000	
0052838-2754-0	7/2022 Scavenger Services	244.70	07/22/2022	20-30-450-521300-0000	
0052838-2754-0	7/2022 Scavenger Services	261.91	07/22/2022	20-30-300-521300-0000	
0052838-2754-0	7/2022 Scavenger Services	902.24	07/22/2022	10-00-000-521300-0000	
0052838-2754-0	7/2022 Scavenger Services	594.82	07/22/2022	20-30-500-521300-0000	
0052838-2754-0	7/2022 Scavenger Services	624.75	07/22/2022	20-30-100-521300-0000	
0052838-2754-0	7/2022 Scavenger Services	366.42	07/22/2022	20-30-150-521300-0000	
	Check Total:	5,310.41			
	Total for Check Run:	23,098.68			
	Total of Number of Checks:	6			

Accounts Payable

Computer Check Proof List by Vendor

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Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 115370	Conserv FS, Inc.			Check Sequence: 1	ACH Enabled: False
6415812	Fertilizer	95.00	07/14/2022	10-10-000-550400-0000	
	Check Total:	95.00			
Vendor: 115438	Cooling Equipment Service, Inc.			Check Sequence: 2	ACH Enabled: True
81129	RTU Repairs	284.40	07/14/2022	20-30-450-550300-0000	
C4923	Maintenance Contract	2,100.00	07/14/2022	20-30-450-550300-0000	
C4926	Maintenance Contract	2,900.00	07/14/2022	20-30-200-550300-0000	
	Check Total:	5,284.40			
Vendor: 199573	First Bankcard			Check Sequence: 3	ACH Enabled: False
Babicz	Aldi-Water	40.17	07/14/2022	20-21-000-535500-1113	
Babicz	Walgreens-Ice	25.94	07/14/2022	20-21-000-535500-1113	
Babicz	Seminole-Tournament Fees	1,132.56	07/14/2022	20-21-000-525500-1112	
Babicz	Gameday-Tournament Fee	463.50	07/14/2022	20-21-000-525500-1112	
Babicz	Amazon-Equipment	24.99	07/14/2022	20-21-000-535500-1161	
Babicz	GoDaddy-Domain Registration	57.06	07/14/2022	20-21-000-525500-1120	
Babicz	Pete's-Supplies	673.80	07/14/2022	20-21-000-535500-1172	
Babicz	Adobe-Creative Cloud	28.15	07/14/2022	20-21-000-525500-1161	
Babicz	Adobe-Creative Cloud	28.15	07/14/2022	20-21-000-525500-1232	
Babicz	Potbelly-Staff Meeting	34.59	07/14/2022	20-00-000-585290-0000	
Babicz	Andy's-Supplies	400.00	07/14/2022	20-21-000-535500-1232	
Babicz	Dunkin-Donuts	30.08	07/14/2022	20-21-000-535500-1113	
Babicz	Amazon-Supplies	13.98	07/14/2022	20-21-000-535500-1232	
Babicz	Gameday-Tournament Fees	406.85	07/14/2022	20-21-000-525500-1113	
Babicz	Amazon-Equipment	199.95	07/14/2022	20-21-000-535500-1172	
Babicz	Amazon-Equipment	557.82	07/14/2022	20-21-000-535500-1161	
Babicz	Constant Contact-Bulk Email	20.00	07/14/2022	20-21-000-525500-1111	
Babicz	Amazon-Equipment	699.90	07/14/2022	20-21-000-535500-1161	
Babicz	Amazon-Race Bibs	63.99	07/14/2022	20-21-000-535500-1233	
Babicz	Constant Contact-Bulk Email	45.00	07/14/2022	20-21-000-535500-1232	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Babicz	Constant Contact-Bulk Email	45.00	07/14/2022	20-21-000-535500-1161	
Cinquegrani	DirectTV-Cable	160.99	07/14/2022	20-30-350-521600-0000	
Cinquegrani	Amazon-IT Supplies	8.97	07/14/2022	20-30-100-540700-0000	
Cinquegrani	Comcast-Internet	134.02	07/14/2022	10-10-000-570300-0000	
Cinquegrani	Comcast-Internet/Cable	297.07	07/14/2022	20-30-150-570300-0000	
Cinquegrani	Amazon-IT Supplies	49.96	07/14/2022	20-30-100-540700-0000	
Cinquegrani	IPRA-Job Posting	180.00	07/14/2022	10-00-000-521150-0000	
Cinquegrani	IPRA-Job Posting	180.00	07/14/2022	10-00-000-521150-0000	
Cinquegrani	Microsoft-Office 365	131.75	07/14/2022	10-00-000-521600-0000	
Cinquegrani	Microsoft-Office 365	24.00	07/14/2022	10-10-000-521600-0000	
Cinquegrani	Microsoft-Office 365	133.75	07/14/2022	20-00-000-521600-0000	
Cinquegrani	Microsoft-Office 365	39.00	07/14/2022	20-30-100-521600-0000	
Cinquegrani	Microsoft-Office 365	2.00	07/14/2022	20-26-000-525500-6845	
Cinquegrani	Microsoft-Office 365	9.00	07/14/2022	20-22-000-525500-2301	
Cinquegrani	Microsoft-Office 365	9.00	07/14/2022	20-23-000-525500-3510	
Cinquegrani	Crash Plan-Off-Site Backup	19.98	07/14/2022	10-00-000-521600-0000	
Cinquegrani	IPRA-Job Posting	180.00	07/14/2022	10-00-000-521150-0000	
Cinquegrani	Comcast-Internet	179.33	07/14/2022	10-00-000-570300-0000	
Cinquegrani	Comcast-Internet	179.32	07/14/2022	20-00-000-570300-0000	
Cinquegrani	Amazon-IT Supplies	14.39	07/14/2022	20-00-000-540550-0000	
Cinquegrani	Verizon-5/21-6/20/2022 Cell Phone	63.35	07/14/2022	10-00-000-570300-0000	
Cinquegrani	Verizon-5/21-6/20/2022 Cell Phone	79.07	07/14/2022	10-10-000-570300-0000	
Cinquegrani	Verizon-5/21-6/20/2022 Cell Phone	63.35	07/14/2022	20-00-000-570300-0000	
Cinquegrani	Verizon-5/21-6/20/2022 Cell Phone	38.01	07/14/2022	20-00-000-570300-0000	
Cinquegrani	Verizon-5/21-6/20/2022 Cell Phone	65.84	07/14/2022	20-24-000-535500-4625	
Cinquegrani	Verizon-5/21-6/20/2022 Cell Phone	197.44	07/14/2022	20-24-000-535500-4631	
Cinquegrani	Verizon-5/21-6/20/2022 Cell Phone	65.84	07/14/2022	20-24-000-535500-4643	
Cinquegrani	Comcast-Internet	93.01	07/14/2022	20-30-350-570300-0000	
Cinquegrani	Comcast-Internet	148.97	07/14/2022	20-30-300-570300-0000	
Cinquegrani	Amazon-IT Supplies	205.66	07/14/2022	20-00-000-540550-0000	
Cinquegrani	Amazon-IT Supplies	134.93	07/14/2022	20-00-000-540550-0000	
Cinquegrani	Adobe-Subscription	15.93	07/14/2022	10-00-000-521600-0000	
Cinquegrani	PAX8-Data Archiving	40.60	07/14/2022	10-00-000-521600-0000	
Cinquegrani	PAX8-Data Archiving	7.35	07/14/2022	10-10-000-521600-0000	
Cinquegrani	PAX8-Data Archiving	41.21	07/14/2022	20-00-000-521600-0000	
Cinquegrani	PAX8-Data Archiving	11.95	07/14/2022	20-30-100-521600-0000	
Cinquegrani	PAX8-Data Archiving	0.61	07/14/2022	20-26-000-525500-6845	
Cinquegrani	PAX8-Data Archiving	5.52	07/14/2022	20-23-000-525500-3510	
Cinquegrani	Dell-Supplies	10.52	07/14/2022	10-00-000-530100-0000	
Cinquegrani	Comcast-Internet	195.99	07/14/2022	20-00-000-570300-0000	
Cinquegrani	Dell-Laptop Replacement	699.00	07/14/2022	20-00-000-540700-0000	
Cinquegrani	Amazon-Supplies	27.36	07/14/2022	10-00-000-530100-0000	
Cinquegrani	Comcast-Internet/Cable	801.03	07/14/2022	20-30-100-570300-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Cinquegrani	IPass-Replenish	40.00	07/14/2022	10-10-000-530340-0000	
Cinquegrani	Augustinos-Staff Meeting	167.46	07/14/2022	10-00-000-585290-0000	
Cinquegrani	Augustinos-Staff Meeting	167.47	07/14/2022	20-00-000-585290-0000	
Cinquegrani	Amazon-IT Supplies	67.98	07/14/2022	10-00-000-540550-0000	
Cinquegrani	DirectTV-Cable	160.99	07/14/2022	20-30-350-521600-0000	
Cinquegrani	Comcast-Internet	171.04	07/14/2022	10-10-000-570300-0000	
Cinquegrani	Comcast-Internet/Cable	296.15	07/14/2022	20-30-150-570300-0000	
Cinquegrani	Amazon-IT Supplies	17.99	07/14/2022	20-00-000-540550-0000	
Gutmann	Oriental-Camp Supplies	3.87	07/14/2022	20-22-000-535500-2375	
Gutmann	Michaels-Camp Supplies	86.75	07/14/2022	20-22-000-535500-2375	
Gutmann	Amazon-Camp Supplies	45.92	07/14/2022	20-22-000-535500-2375	
Gutmann	Lamotte-Water Test	85.50	07/14/2022	20-22-000-535500-2375	
Gutmann	Walmart-Camp Supplies	93.45	07/14/2022	20-22-000-535500-2375	
Gutmann	Forestry Suppliers-Scale/Gaiters	404.16	07/14/2022	10-10-000-521370-0000	
Gutmann	Kane Dupage-Plant Book	21.00	07/14/2022	10-10-000-521370-0000	
Gutmann	Barnes & Noble-Sedges Book	55.15	07/14/2022	10-10-000-521370-0000	
Gutmann	Arboretum-Burn Training	75.00	07/14/2022	10-10-000-585250-0000	
Hartnett	Amazon-Concessions	35.48	07/14/2022	20-30-300-530095-0000	
Lim	Rosatis-Birthday Party	200.44	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Supplies	79.99	07/14/2022	20-30-100-530300-0000	
Lim	Rosatis-Birthday Party	104.00	07/14/2022	20-30-100-535500-0000	
Lim	Adobe-Subscription	22.30	07/14/2022	20-30-100-525500-0000	
Lim	Rosatis-Birthday Party	55.00	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	130.82	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	134.70	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	30.97	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	198.25	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	16.99	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	46.58	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	358.06	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	15.99	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	71.99	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	110.97	07/14/2022	20-30-100-535500-0000	
Lim	Pickleball Central-Program Supplies	529.97	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	57.95	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	74.97	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	17.98	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	21.46	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	21.99	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	49.98	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	122.44	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	46.84	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	93.59	07/14/2022	20-30-100-535500-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Lim	Amazon-Program Supplies	63.76	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	69.98	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	98.95	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	88.68	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	14.90	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Program Supplies	27.99	07/14/2022	20-30-100-535500-0000	
Lim	Rosatis-Birthday Party	67.08	07/14/2022	20-30-100-535500-0000	
Lim	Rosatis-Birthday Party	102.00	07/14/2022	20-30-100-535500-0000	
Lim	Rosatis-Birthday Party	45.98	07/14/2022	20-30-100-535500-0000	
Lim	Rosatis-Birthday Party	72.00	07/14/2022	20-30-100-535500-0000	
Lim	Rosatis-Birthday Party	72.00	07/14/2022	20-30-100-535500-0000	
Lim	Rosatis-Birthday Party	112.99	07/14/2022	20-30-100-535500-0000	
Lim	Rosatis-Birthday Party	234.00	07/14/2022	20-30-100-535500-0000	
Lim	Rosatis-Birthday Party	62.00	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Office Supplies	199.99	07/14/2022	20-30-100-530100-0000	
Lim	Amazon-Office Supplies	231.76	07/14/2022	20-30-100-530100-0000	
Lim	Amazon-Office Supplies	237.10	07/14/2022	20-30-100-530100-0000	
Lim	Amazon-Office Supplies	197.98	07/14/2022	20-30-100-530100-0000	
Lim	Amazon-Office Supplies	62.98	07/14/2022	20-30-100-530100-0000	
Lim	Pelican Wireless-Contractual	47.26	07/14/2022	20-30-100-525500-0000	
Lim	Les Mills-Fitness	248.00	07/14/2022	20-30-100-525500-0000	
Lim	Adobe-Subscription	22.30	07/14/2022	20-30-100-525500-0000	
Lim	Amazon-Birthday Party	3.99	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Birthday Party	5.99	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Birthday Party	5.99	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Birthday Party	14.99	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Birthday Party	3.99	07/14/2022	20-30-100-535500-0000	
Lim	Amazon-Maintenance Supplies	255.62	07/14/2022	20-30-100-530300-0000	
Lim	Amazon-Maintenance Supplies	209.98	07/14/2022	20-30-100-530300-0000	
Lim	Amazon-Maintenance Supplies	309.97	07/14/2022	20-30-100-530300-0000	
Lim	Amazon-Maintenance Supplies	26.97	07/14/2022	20-30-100-530300-0000	
Lim	Amazon-Maintenance Supplies	89.55	07/14/2022	20-30-100-530300-0000	
Lim	Amazon-Maintenance Supplies	23.99	07/14/2022	20-30-300-530300-0000	
Lim	Amazon-Maintenance Supplies	89.99	07/14/2022	20-30-300-530300-0000	
Lim	Amazon-Maintenance Supplies	24.99	07/14/2022	20-30-300-530300-0000	
Lim	Amazon-First Aid Supplies	20.91	07/14/2022	20-30-100-530320-0000	
Lim	Amazon-First Aid Supplies	15.99	07/14/2022	20-30-100-530320-0000	
Lim	Jewel-Birthday Parties	13.31	07/14/2022	20-30-100-535500-0000	
Lim	Ross-Birthday Parties	56.94	07/14/2022	20-30-100-535500-0000	
Lim	Party City-Birthday Party	17.00	07/14/2022	20-30-100-535500-0000	
Lim	Jewel-Birthday Party	30.75	07/14/2022	20-30-100-535500-0000	
Lim	Dunkin-Summer Shred	58.96	07/14/2022	20-30-100-530102-0000	
Lim	Teriyaki Madness-Staff Meeting	25.82	07/14/2022	20-00-000-585290-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Lim	Petes-Concessions	13.36	07/14/2022	20-30-300-530095-0000	
Lim	Amazon-Concessions	43.92	07/14/2022	20-30-300-530095-0000	
Lim	Amazon-Concessions	155.80	07/14/2022	20-30-300-530095-0000	
Lim	Amazon-Concessions	22.08	07/14/2022	20-30-300-530095-0000	
MacDonald	Dollar Tree-Camp Supplies	26.25	07/14/2022	20-24-000-535500-4625	
MacDonald	Amazon-Camp Supplies	798.24	07/14/2022	20-24-000-535500-4625	
MacDonald	Amazon-Event Supplies	12.99	07/14/2022	20-26-000-535500-6801	
MacDonald	Lens-Event Supplies	32.45	07/14/2022	20-26-000-535500-6801	
MacDonald	Papa Saverios-Staff Meeting	67.08	07/14/2022	20-24-000-535500-4631	
MacDonald	Amazon-Camp Supplies	465.84	07/14/2022	20-24-000-535500-4631	
MacDonald	Arboretum-Field Trip	441.00	07/14/2022	20-24-000-525500-4625	
MacDonald	Crown Awards-Event Supplies	67.57	07/14/2022	20-26-000-535500-6801	
MacDonald	Andys-Field Trip	9.58	07/14/2022	20-24-000-525500-4631	
MacDonald	Walgreens-Camp Supplies	34.98	07/14/2022	20-24-000-535500-4625	
MacDonald	Andys-Field Trip	92.73	07/14/2022	20-24-000-525500-4631	
MacDonald	Barones-Field Trip	100.00	07/14/2022	20-24-000-525500-4631	
MacDonald	Fun Express-Event Supplies	427.70	07/14/2022	20-26-000-535500-6801	
MacDonald	Rice Pool-Field Trip	105.00	07/14/2022	20-24-000-525500-4631	
MacDonald	Lombard Park Dist-Field Trip	1,800.00	07/14/2022	20-24-000-525500-4631	
MacDonald	Jewel-Camp Supplies	5.99	07/14/2022	20-24-000-535500-4631	
MacDonald	Party City-Camp Supplies	10.00	07/14/2022	20-24-000-535500-4631	
MacDonald	Amazon-Camp Supplies	33.95	07/14/2022	20-24-000-535500-4631	
MacDonald	Kimmers-Field Trip	69.80	07/14/2022	20-24-000-525500-4631	
MacDonald	CluedIn-Field Trip	420.00	07/14/2022	20-24-000-525500-4631	
MacDonald	Lombardi-Spring Classes	466.90	07/14/2022	20-22-000-525500-2350	
MacDonald	Target-Event Supplies	21.59	07/14/2022	20-26-000-535500-6801	
MacDonald	Amazon-Camp Supplies	67.66	07/14/2022	20-24-000-535500-4625	
MacDonald	Andys-Field Trip	41.59	07/14/2022	20-24-000-525500-4631	
MacDonald	Rice Pool-Field Trip	150.00	07/14/2022	20-24-000-525500-4631	
MacDonald	Amazon-Camp Supplies	99.04	07/14/2022	20-24-000-535500-4625	
MacDonald	Amazon-Camp Supplies	75.00	07/14/2022	20-24-000-535500-4625	
MacDonald	Enchanted Castle-Field Trip	418.60	07/14/2022	20-24-000-525500-4631	
MacDonald	Dairy Queen-Field Trip	18.32	07/14/2022	20-24-000-525500-4631	
Miller	Coopers Hawk-Staff Recognition	75.00	07/14/2022	20-00-000-585290-0000	
Okray	Accurate Repro-Print Materials	282.05	07/14/2022	20-00-000-521650-0000	
Okray	Amazon-Supplies	87.94	07/14/2022	20-00-000-521650-0000	
Okray	AMI-Banners	213.00	07/14/2022	20-00-000-521650-0000	
Okray	Facebook-Social Media	51.92	07/14/2022	20-00-000-521650-0000	
Okray	Divine Signs-Print Materials	250.00	07/14/2022	20-00-000-521650-0000	
Okray	Yelp-Advertising	90.00	07/14/2022	20-30-100-521650-0000	
Okray	Allegra-Print Materials	568.00	07/14/2022	20-00-000-521650-0000	
Okray	Divine-Print Materials	415.00	07/14/2022	20-00-000-521650-0000	
Okray	Zoom-Virtual Meeting	40.00	07/14/2022	20-00-000-521650-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Okray	N2-Advertising	1,000.00	07/14/2022	20-30-100-521650-0000	
Okray	KidList-Advertising	150.00	07/14/2022	20-00-000-521650-0000	
Okray	Amazon-Supplies	197.00	07/14/2022	20-00-000-521650-0000	
Okray	Glen Ellyn Alliance-Membership	250.00	07/14/2022	20-00-000-521650-0000	
Okray	Amazon-Supplies	108.00	07/14/2022	20-00-000-521650-0000	
Okray	MailChimp-Bulk Email	174.25	07/14/2022	20-00-000-521650-0000	
Okray	Accurate Repro-Print Materials	92.92	07/14/2022	20-00-000-521650-0000	
Okray	Allegra-Print Materials	455.00	07/14/2022	20-00-000-521650-0000	
Okray	AMI-Banners	98.60	07/14/2022	20-00-000-521650-0000	
Okray	AMI-Banners	235.48	07/14/2022	20-00-000-521650-0000	
Okray	iStock-Photography	64.50	07/14/2022	10-00-000-530450-0000	
Okray	iStock-Photography	64.50	07/14/2022	20-00-000-530450-0000	
Okray	Amazon-Tape	6.70	07/14/2022	20-00-000-521650-0000	
Okray	Tribune-Subscription	1.00	07/14/2022	20-00-000-521650-0000	
Robinson	Amazon-Event Supplies	11.64	07/14/2022	20-26-000-535500-6801	
Robinson	Amazon-Event Supplies	21.99	07/14/2022	20-26-000-535500-6801	
Robinson	Amazon-Supplies	44.47	07/14/2022	20-24-000-535500-4610	
Robinson	Walmart-Event Supplies	47.89	07/14/2022	20-26-000-535500-6801	
Robinson	Amazon-Camp Supplies	10.49	07/14/2022	20-24-000-535500-4451	
Robinson	Amazon-Camp Supplies	96.91	07/14/2022	20-24-000-535500-4626	
Robinson	Aldi-Camp Supplies	67.80	07/14/2022	20-24-000-535500-4626	
Robinson	Adobe-Subscription	179.88	07/14/2022	20-30-150-541300-0000	
Robinson	Amazon-Office Supplies	78.27	07/14/2022	20-00-000-530100-0000	
Robinson	Amazon-Office Supplies	180.58	07/14/2022	20-00-000-530100-0000	
Robinson	Jewel-Ice	16.76	07/14/2022	20-26-000-535500-6801	
Robinson	Enchanted Castle-Field Trip	358.80	07/14/2022	20-24-000-525500-4631	
Robinson	MSI Chicago-Field Trip	767.00	07/14/2022	20-24-000-525500-4625	
Robinson	Home Depot-Chains/Tape	110.47	07/14/2022	20-30-150-541300-0000	
Robinson	Brookfield Zoo-Field Trip	42.00	07/14/2022	20-24-000-525500-4625	
Robinson	Staples-Adapter	54.00	07/14/2022	20-30-150-541300-0000	
Robinson	Rice Pool-Field Trip	135.00	07/14/2022	20-24-000-525500-4631	
Robinson	Aldi-Event Supplies	122.11	07/14/2022	20-26-000-535500-6801	
Robinson	Aldi-Event Supplies	122.11	07/14/2022	20-26-000-535500-6801	
Robinson	Amazon-Charger	16.99	07/14/2022	20-24-000-535500-4625	
Robinson	Javis-Field Trip	24.68	07/14/2022	20-24-000-525500-4631	
Robinson	Amazon-Camp Supplies	31.44	07/14/2022	20-24-000-535500-4626	
Robinson	Amazon-Event Supplies	47.97	07/14/2022	20-26-000-535500-6809	
Robinson	Amazon-Camp Supplies	51.96	07/14/2022	20-24-000-535500-4625	
Robinson	Amazon-Camp Supplies	223.61	07/14/2022	20-24-000-535500-4625	
Robinson	Amazon-Camp Supplies	91.16	07/14/2022	20-24-000-535500-4626	
Robinson	Walmart-Camp Supplies	60.48	07/14/2022	20-24-000-535500-4626	
Robinson	Amazon-Camp Supplies	69.95	07/14/2022	20-24-000-535500-4626	
Robinson	Barones-Field Trip	126.00	07/14/2022	20-24-000-525500-4631	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Robinson	IAPD-Webinar	31.00	07/14/2022	20-00-000-585250-0000	
Robinson	Uline-Mops	90.88	07/14/2022	20-30-150-541300-0000	
Robinson	Amazon-IT Supplies	112.81	07/14/2022	20-00-000-530100-0000	
Shingler	Amazon-Supplies	14.68	07/14/2022	20-30-500-530401-0000	
Shingler	Amazon-Supplies	59.72	07/14/2022	20-30-500-530095-0000	
Shingler	Jewel-Concessions	142.18	07/14/2022	20-30-500-530095-0000	
Shingler	Amazon-Supplies	46.00	07/14/2022	20-30-500-530300-0000	
Shingler	Amazon-Supplies	87.93	07/14/2022	20-30-500-530401-0000	
Shingler	Jewel-Concessions	92.69	07/14/2022	20-30-500-530095-0000	
Shingler	Walmart-Supplies	80.76	07/14/2022	20-30-500-530401-0000	
Shingler	Amazon-Supplies	91.97	07/14/2022	20-30-500-530401-0000	
Shingler	Jewel-Concessions	88.79	07/14/2022	20-30-500-530095-0000	
Shingler	Amazon-Concessions	555.85	07/14/2022	20-30-500-530095-0000	
Shingler	Jewel-Concessions	206.95	07/14/2022	20-30-500-530095-0000	
Shingler	Dollar Tree-Supplies	67.25	07/14/2022	20-22-000-535500-2301	
Shingler	Amazon-Supplies	60.17	07/14/2022	20-30-500-530300-0000	
Shingler	Jewel-Concessions	48.92	07/14/2022	20-30-500-530095-0000	
Shingler	Jewel-Meeting Supplies	104.41	07/14/2022	20-30-500-530401-0000	
Shingler	Walmart-Camp Supplies	33.64	07/14/2022	20-22-000-535500-2301	
Shingler	Amazon-Supplies	125.39	07/14/2022	20-30-500-530401-0000	
Shingler	Amazon-Supplies	47.87	07/14/2022	20-30-500-530095-0000	
Shingler	Amazon-Supplies	66.28	07/14/2022	20-30-500-530401-0000	
Shingler	Amazon-Supplies	33.93	07/14/2022	20-30-500-530401-0000	
Shingler	Walmart-Concessions	70.67	07/14/2022	20-30-500-530095-0000	
Shingler	Jewel-Concessions	147.65	07/14/2022	20-30-500-530095-0000	
Shingler	Amazon-Supplies	22.99	07/14/2022	20-30-500-530095-0000	
Shingler	Jewel-Concessions	85.31	07/14/2022	20-30-500-530095-0000	
Shingler	Amazon-Supplies	88.33	07/14/2022	20-30-500-530401-0000	
Shingler	Amazon-Supplies	162.11	07/14/2022	20-30-500-530095-0000	
Shingler	Amazon-Supplies	91.92	07/14/2022	20-22-000-535500-2301	
Shingler	Amazon-Supplies	72.00	07/14/2022	20-30-500-530401-0000	
Shingler	Easy Ice-Concessions	95.20	07/14/2022	20-30-500-530095-0000	
Shingler	Jewel-Concessions	101.84	07/14/2022	20-30-500-530095-0000	
Shingler	Amazon-Camp Supplies	24.54	07/14/2022	20-22-000-535500-2301	
Shingler	Abbott-Chair Rentals	764.50	07/14/2022	20-26-000-535500-6817	
Shingler	Amazon-Camp Supplies	12.32	07/14/2022	20-22-000-535500-2301	
Shingler	Jewel-Concessions	154.72	07/14/2022	20-30-500-530095-0000	
Shingler	Amazon-Supplies	100.98	07/14/2022	20-30-500-530095-0000	
Shingler	Amazon-Supplies	40.38	07/14/2022	20-30-500-530401-0000	
Shingler	Amazon-Supplies	199.79	07/14/2022	20-22-000-535500-2301	
Shingler	Staples-Supplies	72.23	07/14/2022	20-30-500-530910-0000	
Shingler	Amazon-Supplies	76.80	07/14/2022	20-30-500-530095-0000	
Shingler	4imprint-Supplies	462.61	07/14/2022	20-30-500-530910-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Shingler	Amazon-Concessions	94.99	07/14/2022	20-30-500-530095-0000	
Shingler	Amazon-Concessions	137.94	07/14/2022	20-30-500-530095-0000	
Thomas	Staples-Supplies	81.12	07/14/2022	20-21-000-535500-1182	
Thomas	YSSL-Tournament Fee	420.00	07/14/2022	20-21-000-525500-1127	
Thomas	Walgreens-Supplies	6.91	07/14/2022	20-21-000-535500-1182	
	Check Total:	38,907.70			
Vendor: 202500	Delaney Foley			Check Sequence: 4	ACH Enabled: False
GBW	Camp Instruction	140.00	07/14/2022	20-21-000-525500-1145	
	Check Total:	140.00			
Vendor: 202517	Glen Ellyn Brewing Company			Check Sequence: 5	ACH Enabled: True
1033	Event Participation	3,850.00	07/14/2022	20-21-000-535500-1201	
	Check Total:	3,850.00			
Vendor: 199018	IWSL			Check Sequence: 6	ACH Enabled: False
	League Fees	3,684.00	07/14/2022	20-21-000-525500-1123	
	League Fees	13,365.00	07/14/2022	20-21-000-525500-1127	
	Check Total:	17,049.00			
Vendor: 166407	KH Kim's Taekwondo			Check Sequence: 7	ACH Enabled: False
	Spring Classes	257.50	07/14/2022	20-21-000-525500-1275	
	Check Total:	257.50			
Vendor: 152045	Len's Ace Hardware			Check Sequence: 8	ACH Enabled: True
June	Supplies	43.84	07/14/2022	20-30-300-530300-0000	
June	Supplies	53.27	07/14/2022	20-30-300-530300-0000	
June	Tape	7.50	07/14/2022	20-30-200-530300-0000	
June	Tape	18.99	07/14/2022	20-30-200-530300-0000	
June	Bug Spray	51.03	07/14/2022	20-30-200-530300-0000	
June	Glue	11.69	07/14/2022	10-10-000-530300-0000	
June	Key Duplication	11.21	07/14/2022	10-10-000-530900-0000	
June	Lock/Cord Reel	17.98	07/14/2022	20-26-000-535500-6801	
June	Hooks	8.98	07/14/2022	20-30-350-530350-0000	
June	Key Duplication	33.62	07/14/2022	10-10-000-530900-0000	
June	Repair Air Compressor	15.27	07/14/2022	10-10-000-530210-0000	
June	Supplies	20.66	07/14/2022	20-30-500-530300-0000	
	Check Total:	294.04			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 154610 7209	Market Access Corporation 6/2022 Special Use Permits	1,560.00	07/14/2022	Check Sequence: 9 20-30-150-521205-0000	ACH Enabled: False
	Check Total:	1,560.00			
Vendor: 199468	Pitney Bowes Reserve Account			Check Sequence: 10	ACH Enabled: False
	Replenish Meter	750.00	07/14/2022	10-00-000-521800-0000	
	Replenish Meter	750.00	07/14/2022	20-00-000-521800-0000	
	Check Total:	1,500.00			
Vendor: 200491	Safe Haven IT, Inc.			Check Sequence: 11	ACH Enabled: True
	Anti-Virus Subscription	3,600.00	07/14/2022	10-00-000-521400-0000	
	Anti-Virus Subscription	3,600.00	07/14/2022	20-00-000-521400-0000	
	Check Total:	7,200.00			
Vendor: 200675 Permit Fee	Village of Glen Ellyn Administration Newton Sidewalks/LAX Wall	550.00	07/14/2022	Check Sequence: 12 94-90-885-575110-0000	ACH Enabled: False
	Check Total:	550.00			
Vendor: 199985	Young Sportsmen's Soccer League Club Registration Fees	27,000.00	07/14/2022	Check Sequence: 13 20-21-000-525500-1127	ACH Enabled: False
	Check Total:	27,000.00			
	Total for Check Run:	103,687.64			
	Total of Number of Checks:	13			

**Glen Ellyn Park District
Board of Commissioners
Regular Meeting
July 12, 2022
185 Spring Avenue**

I. Call to Order

President Durham called the meeting to order at 7:01 p.m.

II. Roll Call of Commissioners

Upon roll call, those answering present were Commissioners Cornell, Ward, Stortz, Bischoff, Nephew, and President Durham. Commissioner Cornell initially attended remotely and arrived in-person at 7:20 p.m.

Staff members present were Executive Director Harris, Deputy Director Cinquegrani, Superintendent of Planning and Natural Areas Troia.

III. Pledge of Allegiance

President Durham led the Pledge of Allegiance.

IV. Changes to the Agenda

None.

V. Public Participation

Anna Clarke, 2071 Nachtman Court, Wheaton, addressed the Board regarding a personnel matter with her son, Jason Clarke. Jason is employed at Maryknoll Park and Ackerman Sports and Fitness Center. She was concerned about the process the District undertook to investigate an operation matter and encouraged the Park District to implement improvements and oversight of its cash management procedures.

VI. Consent Agenda

Commissioner Stortz moved, seconded by Commissioner Bischoff, to approve the Consent Agenda including the Voucher List of Bills totaling \$356,108.52 and Minutes: June 21, 2022, Regular Meeting.

*Roll Call: Aye: Commissioners Stortz, Bischoff, Cornell, Ward, Nephew, and President Durham
 Nay: None*

Motion Carried.

VII. Unfinished Business

A. Lake Ellyn Shoreline Improvement Project payout request #5

Superintendent Troia provided an overview of the Lake Ellyn Park Shoreline improvement project. The Lake Ellyn Shoreline project connects the boathouse to the existing floating pier with a wide permeable paver walkway. Providing access and additional seating opportunities directly adjacent to the lake edge. The existing stacked limestone retaining wall is being replaced with a stable engineered wall that retains the natural aesthetic.

Board was supportive and appreciative, providing constructive feedback including a suggestion to better define the proposed insignia.

Commissioner Stortz moved, seconded by Commissioner Ward, I to approve the memorial concept as presented for Newton skatepark, with staff working out the specific details.

Roll Call: Aye: Commissioners Stortz, Ward, Cornell, Bischoff, Nephew, and President Durham

Nay: None

Motion Carried.

C. Referendum Discussion

Executive Director Harris and Superintendent Troia provided updates and pertinent information regarding the referendum.

As the referendum was successful, discussion focused on the preliminary implementation schedule along with engagement of outside consultants and public involvement.

A schedule of project implementation was presented. Also included were potential project management teams along with possible community engagement opportunities.

While the next few years will be busy and challenging, staff is excited at the opportunity for accelerated improvement of the many existing assets along with the new amenities included within the referendum scope. Additionally, the Park District Board of Commissioners should be commended for their leadership, direction, and community engagement during the past three (3) months. Finally, the Park District is grateful and appreciative of the trust, respect and support by the Glen Ellyn community displayed by their overwhelming approval. The outcome is further evidence of the Park District's ongoing efforts over the many years to serve the community.

The Board of Commissioners expressed appreciation and complimented the staff for their efforts to educate and inform the community throughout the past several months.

X. Staff Reports

Harris mentioned that Village Green and Ackerman Park hosted two baseball and softball teams with nearly 250 games being played at each site. Compliments to the Park's staff for their efforts to maintain and provide excellent playing conditions throughout the tournaments. Additionally, Harris highlighted the first Sumer Break at the Lake Concert and the Freedom 4 run along with the Park District's efforts and support of the firework display. Troia followed by providing a brief update on the outdoor education programs.

XI. Commissioners' Reports

Commissioner Cornell expressed her appreciation to the District and staff for their efforts regarding the 4th of July festivities. Commissioner Stortz was complimentary of the staff's efforts regarding this past weekend's baseball and softball tournaments. Additionally, Stortz stated that he enjoyed the Summer Break at the Lake event and had received a lot of compliments and desire to have more of those type of

programs. Commissioner Bischoff was excited about the referendum outcome and looks forward to the implementation of the projects. Commissioner Ward also was excited about the referendum outcome while expressing disappointment of the recent vandalism that occurred at the new Newton Park playground. Commissioner Nephew also was pleased about the referendum success and enjoyed the July 4th festivities. President Durham concluded by complimenting the Freedom 4 run and the entire July 4th weekend.

XII. Adjourn to Executive Session

At 8:15 p.m. Commissioner Stortz moved, seconded by Commissioner Bischoff to convene into Executive Session. Under Section 2 (c) 6 of the Open Meetings Act for the purpose of setting a price for the sale or lease of property owned by the District and under Section 2 (c) 1 for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees or legal counsel for the District.

*Roll Call: Aye: Commissioners Stortz, Bischoff, Cornell, Ward, Nephew, and President Durham
Nay: None*

Motion Carried.

XIII. Reconvene to Open Session

The regular meeting reconvened at 9:45 p.m.

XV. Adjourn

There being no further business, Commissioner Bischoff moved, seconded by Commissioner Nephew to adjourn the Regular Meeting at 9:46 p.m.

*Roll Call: Aye: Commissioners Bischoff, Nephew, Ward, Cornell, Stortz, and President Durham
Nay: None*

Motion Carried.

Respectfully submitted,

Dave Harris
Board Secretary



MEMO

August 11, 2022

TO: Park District Board of Commissioners
FROM: Nicholas Cinquegrani, Deputy Director
CC: Dave Harris, Executive Director
RE: Purchasing Policy Update

Please find attached proposed updates to the Park District's Purchasing Policy.

In June, the Governor signed into law SB3050 which increases the competitive bid limit under the Park District Code from \$25,000 to \$30,000. The primary purpose of updating the park district policy is to align the policy with the increased bid limit as set forth in the Park District Code.

To expedite the approval process, the updated policy has been reviewed and approved by legal counsel. Attached is a red-line version with those changes, as well as a final clean copy.

Staff Recommendation:

Staff recommends the Board approve the policy at the Regular Board meeting on Tuesday, August 16th.

Motion:

Motion to amend Chapter II, Section 1 'Purchasing Policy' of the Glen Ellyn Park District's Policy Manual, as presented.

1.00 Purchasing Policy

1.01 Overview

The Park District's Purchasing Policy establishes the guidelines under which all purchases are made. Under the provisions of this policy, guidelines are outlined for staff, adhering to the requirements of Section 8-1 (c) of the Park District Code.

It is the intent of this policy that the Park District conducts business fairly and equitably while remaining fiscally responsible to its taxpayers. All purchasing functions will be made with absolute integrity. The very highest ethical standards will be maintained, and all conflicts of interest, real or perceived, shall be avoided. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of Park District resources.

The Executive Director and Superintendent of Finance & Personnel will monitor, interpret and review the procedures and guidelines for the spending of public funds to ensure compliance with applicable policies. Periodically these procedures and guidelines will be revised to maintain the best interests of the Park District.

1.02 Governance

The purchasing policy is governed in part by Section 8-1 (c) of the Park District Code which provides: "Every park district shall have and exercise the following powers: (c) To acquire by gift, legacy or purchase any personal property necessary for its corporate purposes provided that all contracts for supplies, materials or work involving an expenditure in excess of ~~\$2530~~,000 shall be let to the lowest responsible bidder, considering conformity with specifications, terms of delivery, quality, and serviceability, after due advertisement, excepting contracts which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the printing of finance committee reports and departmental reports, contracts for the printing or engraving of bonds, tax warrants and other evidences of indebtedness, contracts for utility services such as water, light, heat, telephone or telegraph, contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and interconnect equipment, software or services, contracts for duplicating machines and supplies, contracts for goods or services procured from another governmental agency, purchases of equipment previously owned by some entity other than the district itself, and contracts for the purchase of magazines, books, periodicals, pamphlets and reports and excepting where funds are expended in an emergency and such emergency expenditure is approved by 3/4 of the members of the board."

1.03 Purchases Less Than ~~\$2530~~,000

A. Purchase Authorization Amounts

1. ~~Department Heads~~Superintendents of each department or area are responsible for ensuring any employee in his/her department is appropriately trained and adequately supervised to ensure that no inappropriate purchases are made. The specific dollar limits of employees' purchasing authority are outlined below.
2. Part-time employees specifically designated by Superintendents of each department or area ~~Department Heads~~ may make budgeted purchases less than \$200.
3. Full-time employees specifically designated by Superintendents of each department or area ~~Department Heads~~ may make budgeted purchases less than \$1,000, where only the purchaser's approval is required.
4. For budgeted purchases between \$1,000 and \$4,999.99, the purchaser and the Superintendent of that department or area ~~Department Head's~~ must approve ~~als are required the purchase~~. In instances where the ~~Department Head~~Superintendent is unable to approve, their designee (see 6 below) or the Superintendent of Finance & Personnel may also authorize the purchase.
5. For budgeted purchases between \$5,000 and \$10,000, the purchaser, the ~~Department Head~~Superintendent, and the Superintendent of Finance & Personnel must approve the purchase.
6. For budgeted purchases greater than \$10,000, the Executive Director (as well as the purchaser, the ~~Department Head~~Superintendent and the Superintendent of Finance & Personnel) must approve the purchase. With some exceptions as provided by law, competitive bidding is required ~~Bids must be taken~~ for any purchases in excess of ~~\$3025,000. This includes the publication of a~~ public notice of the procurement provided and also board approval of the bid being recommended by Staff as the lowest responsive and responsible bid. obtained for staff recommended bid. These procedures are described in the Bidding Procedures Policy (1.04).
7. From time to time, staff may be absent from their office during a time when a purchase order or credit card transaction needs approval. To facilitate the smooth operation of the District's business, any employee with approval authority as outlined above may designate another employee to have temporary authority in their absence. This authority is limited to the levels specified above and must be documented.
8. A purchase for any item or service which has not been budgeted, no matter what the amount, requires the approval of the ~~Department Head~~Superintendent of that department or area. It is the responsibility of the purchaser to know if an item is included in the budget.
9. Emergency purchases are sometimes required. If an emergency occurs and the Executive Director determines that an expenditure that is in excess of ~~\$2530,000~~ is needed, this policy permits the Executive Director of the District to authorize such a purchase and directs that the Executive Director shall individually contact the Board of Commissioners to advise them of same. Executive Director shall make every reasonable effort to contact each commissioner within five business days. Further, such emergency purchase shall be presented for approval (or ratification) at the next scheduled meeting of the Board of Park Commissioners. Per 70 ILCS 1205/8-1, an emergency procurement in excess of \$30,000 that was not subject to the competitive bidding process requires the approval of ¾ of the members of the Board.
10. Sole source purchases are sometimes required as the vendor is the only provider. For this to be permitted, the department must submit this request for sole source designation to the Superintendent of Finance & Personnel ~~Director~~ for approval, prior to making the purchase. In some cases, the Board may need to find that the procurement, by its nature, is not adapted to competitive bidding.

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11. For all purchases, an original invoice, receipt or order confirmation should be forwarded to the Finance Department and coded with the proper general ledger account number.
12. Please be advised that compliance with the Prevailing Wage Act is required for all labor on public works that is within the scope of the Act; that there is no minimum dollar threshold; and that notice of the possible application of the Act must be given to all contractors in writing when soliciting a quote or making the purchase.
13. Please be advised that performance and payment bonds are required for any work on District facilities where the contract sum is \$50,000.00 or more.

B. Guidelines for Purchase Orders

1. Goods or Services costing less than an employee's Approval Authorization Limit do not require pre-purchase documentation unless subject to the Prevailing Wage Act, in which case proper documentation is required.
2. Pre-approved Purchase Orders by an employee authorized to make a purchase based on the authorization amounts outline in Section 1.03 are required, prior to purchase of goods or services, for all items greater than an employees' Approval Authorization Limit, regardless of payment method (i.e. check or credit card).
3. Purchase Orders are not required for utilities, legal fees, auditing fees, fuel, insurance, taxes, debt service, and salaries.

C. Guidelines for Competitive Quotes

1. All purchases of goods or services should be made with the intent to obtain the best comparable price. Local vendors and merchants should be used when practical, where prices are competitive. However, where the formal bid process is involved, the award of the bid shall be to the lowest responsive and responsible bidder (regardless of business address).
2. Purchases of goods or services less than \$2,500 cumulative do not require written quotes unless the services are subject to the Prevailing Wage Act. Staff is advised to make every effort to solicit a fair price for items purchased.
3. Purchases of goods and services \$2,500 and over may be made only after obtaining written quotes and proper approval, as outline in Section 1.03. Employees shall make a reasonable effort to obtain at least three (3) written quotes. Written quotes should be included with the Purchase Order.
4. The Executive Director has the authority to waive the solicitation of price quotes and approve the purchase of budgeted items under \$~~25~~30,000 if deemed appropriate and beneficial to the District.
- 4.
5. Purchases of greater than \$~~25~~30,000 are addressed below.
- ~~5-6.~~ The District is also a member of several intergovernmental purchasing pools that have already conducted the competitive bidding required by Illinois law and therefore procurements through said pools should be considered. Likewise, the State of Illinois has engaged in a competitive bid process for a wide variety of vehicles and equipment and the District is eligible by law to use that process to satisfy the competitive bidding requirement.

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D. Sole Source Purchases

1. Sole source purchases shall not be subject to requirements for seeking competitive quotes or bids. However, purchases in excess of \$~~2530~~25,300,000 shall be presented to the Board prior to acquisition with the request to [find that the procurement is not adapted to competitive bidding \(and or to waive quotes/ bids\)](#), approve the purchase and enter into a formal contract, if necessary. Approval must be obtained from the Executive Director to present the purchase to the board.
2. Examples:
 - a) Equipment for which there is no comparable competitive product or is available only from one supplier.
 - b) A component or replacement part for which there is no commercially available substitute, and which can be obtained only from the manufacturer or manufacturer's representative.
 - c) A used item, (i.e. dump truck, office furniture, etc.)

1.04 Bidding Procedures - Purchases Greater Than \$~~2530~~25,300,000

- A. Per the Park District Code, a ~~most all purchase of l-agreements for~~ [most all purchase of l-agreements for](#) supplies, materials or services involving any expenditure in excess of \$~~2530~~25,300,000 shall be let to the lowest responsible bidder submitting a responsive bid after due advertisement and within the prescribed procedures for competitive bidding.
- B. Items Excluded from Bidding
 1. The following are excluded from the competitive bid requirements:
 - a) Agreements for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part. [This absolutely includes contracts for architectural, engineering and land surveying services \(see the Local Government Professional Services Selection Act\).](#)
 - b) Agreements for utility services such as water, electricity, natural gas, telephone, etc.
 - c) Agreements for the use, purchase, delivery, movement or installation of data processing equipment, software or services and telecommunications and interconnect equipment, software or services.
 - d) Agreements for the use and/or purchase of duplicating machines and supplies.
 - e) Purchase of magazines, books, periodicals, pamphlets and reports.
 - f) Emergency expenditures. (See Section 1.03, A.8).
 - g) Items that, due to their nature, have been found by the Board not to be adapted to competitive bidding.
 2. Procured items which are excluded from competitive bidding, (Section 1.04 B above) shall be let to the vendor providing the "best value" to the District, after due advertisement (if required) and within the prescribed procedures. ~~Architecture, Engineering and Land Surveying services~~ must be procured in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/0.01 et seq.)
 3. "Request for Proposals" or "Request for Qualifications" shall be developed and used for the purchase of these goods or services.

- C. Award of agreements for items and services in excess of \$~~2530~~,000 shall be awarded by the Board to the lowest responsible bidder considering conformity with specifications, terms of delivery, quality and serviceability, after due advertisement , excepting contracts which by their nature are not adapted to award by competitive bidding per the park district code.[^]
- D. All agreements may be reviewed by Park District legal counsel.
- E. Whenever feasible and advantageous to the District, cooperative purchases with other governmental agencies such as the State of Illinois, industry associations, or other park districts shall be made. In such instances, the arrangement may already satisfy the competitive bidding requirement or be exempt from the requirement. Consult with legal counsel as necessary. ~~and are not subjected to competitive bid requirements.~~
- F. Bid Process
 1. All competitive bids for contracts involving expenditures in excess of \$~~2305~~,000 must be sealed by the bidder and must be opened by a member of the park district at a public bid opening in which the contents of the bids must be announced. The announcement of the invitation to bid must be published in the newspaper (and recommended to be published other places relevant to that procurement) at least 10 calendar days before the published date and time of the bid opening. Each bidder must receive at least 3 days notice of the time and place of the bid opening.
 2. For purposes of this subsection, "due advertisement" includes, but is not limited to, at least one public notice at least 10 calendar days before the bid date in the newspaper published in the district or, if no newspaper is published in the district, in a newspaper of general circulation in the area of the district.

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1.05 Award of Contracts

All contracts in excess of \$~~2530~~,000 (except as otherwise authorized herein) shall be awarded by the Board and to the lowest responsible bidder submitting a responsive bid. In determining the responsibility of any bidder the Board may take into account other factors in addition to financial responsibility, such as past records of transactions with the bidder, experience, adequacy of equipment, ability to perform, time limits, services to be rendered by the bidder, location of bidder, conformity with specifications, terms of delivery and other pertinent considerations listed in the bidding documents. The Board may also consider all available public information about the bidder (including social media posts). IT IS IMPERATIVE THAT THE BOARD'S USE OF THIS EVALUATION CRITERIA BE DISCLOSED IN THE BID DOCUMENTS. Any and all bids received in response to an advertisement or otherwise may be rejected by the Board if the bidder is not determined responsible or the character or quality of the services, supplies, materials, equipment, or labor does not conform to the Board's requirements or if the public interest may otherwise be served thereby. The Board reserves the right to award a contract for all or only a portion of the specific bid work (and again, that power should be disclosed in the bid documents).

1.06 Emergencies

In the case of emergencies which call for immediate resolution, the Executive Director, or ~~Department~~ ~~Head~~Superintendent designated by the Executive Director, shall take prompt action to employ persons or firms to do the necessary corrective work but shall require the persons or firms doing the corrective work

to furnish a detailed report of the corrections made and the basis for making the corrections. For the purpose of this policy, an emergency shall consist of a threat to the health or safety of Park District patrons and employees, or of severe damage to District property. [Emergency procurements that would otherwise require competitive bidding may be approved \(or ratified\) by the Board upon a ¾ vote of the members.](#)

1.07 Credit Card Purchases

The Park District has opted to use credit cards in order to promote operational efficiency and simplify the administration of the purchasing function. Credit cards are used to provide a convenient, efficient means to make purchases, while reducing the administrative costs of related purchase orders, check requests and payments.

- A. Credit cards will be issued at the discretion of the Executive Director
- B. Credit cards are to be used for Park District business purchases only.
- C. Credit cards are simply a means of payment. All purchasing procedures and guidelines as documented in this policy and/or other District documents are to be followed.

1.08 Petty Cash

- A. All petty cash purchases should be for *emergency* purchases only.
- B. Expenditures should be properly authorized according to Board approved purchase authorization amounts.
- C. Only purchases less than \$50.00 are reimbursable from the fund.
- D. A receipt and/or proper documentation is required for each purchase.
- E. A description of the item(s) purchased, account number, date and amount should be written on the petty cash receipt and signed by employee requesting the cash.

1.09 Payables and Accounts Receivable

Staff will prepare all payables and collect receivables in a timely manner with proper documentation supporting each transaction. In accordance with the Prompt Payment Act, disbursements requiring payment prior to a Board meeting will be authorized by the Executive Director, utilizing the most appropriate method of payment. All such payments will be included in the Voucher List of Bills presented to the Board at the next Board meeting.

1.10 Ethics in Purchasing

Conflict of Interest — No Glen Ellyn Park District employee shall participate directly in procurement of goods or services when the employee knows that:

- A. The employee or any member of the employee's immediate family has a financial interest pertaining to the goods or services; or
- B. The employee or any member of his /her immediate family is negotiating or has an arrangement concerning prospective employment with the entity seeking to sell goods or services to the District;

- C. Nothing contained in this policy shall be construed as repealing or modifying the District's Ethics Ordinance which remains in full force and effect.
- D. For the purpose of this section, immediate family shall mean the employee's or the employee's spouse's mother, father, husband, wife, children, brother, sister, or grandparents or any relative living in the same household with the employee or dependent upon the employee's care.

1.11 Gratuities and Kickbacks

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Glen Ellyn Park District employee, or for any Glen Ellyn Park District employee to agree to accept a gratuity or an offer of employment in connection with the procurement of any goods or services by the District.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order

1.12 Other Items

- A. No undertaking shall be split into parts so as to avoid the provisions of this policy. (ie. Purchases should not be split intentionally in order to avoid the authorization thresholds stated in this policy)
- B. The Board may require a cash deposit of any bidder and may require a surety bond of any successful bidder.
- C. All promotional incentives and contest awards made available to qualifying District personnel by vendors, which are based on District purchases from those suppliers, automatically become the rightful property of the District.

Approved by the Board of Commissioners: August 18, 1998

Revised by Board of Commissioners: November 21, 2000; November 23, 2004;
April 22, 2008; May 3, 2011, July 16, 2013, March 13, 2018,
August 16, 2022

Reviewed by Board of Commissioners: October 7, 2003; February 5, 2008

1.00 Purchasing Policy

1.01 Overview

The Park District's Purchasing Policy establishes the guidelines under which all purchases are made. Under the provisions of this policy, guidelines are outlined for staff, adhering to the requirements of Section 8-1 (c) of the Park District Code.

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The Executive Director and Superintendent of Finance & Personnel will monitor, interpret and review the procedures and guidelines for the spending of public funds to ensure compliance with applicable policies. Periodically these procedures and guidelines will be revised to maintain the best interests of the Park District.

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1.03 Purchases Less Than \$30,000

A. Purchase Authorization Amounts

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2. Part-time employees *specifically* designated by Superintendents of each department or area may make *budgeted* purchases less than \$200.
3. Full-time employees *specifically* designated by Superintendents of each department or area may make *budgeted* purchases less than \$1,000, where only the purchaser's approval is required.
4. For budgeted purchases between \$1,000 and \$4,999.99, the purchaser and the Superintendent of that department or area must approve the purchase. In instances where the Superintendent is unable to approve, their designee (see 6 below) or the Superintendent of Finance & Personnel may also authorize the purchase.
5. For budgeted purchases between \$5,000 and \$10,000, the purchaser, the Superintendent, and the Superintendent of Finance & Personnel must approve the purchase.
6. For budgeted purchases greater than \$10,000, the Executive Director (as well as the purchaser, the Superintendent and the Superintendent of Finance & Personnel) must approve the purchase. With some exceptions as provided by law, competitive bidding is required for any purchases in excess of \$30,000. This includes the publication of notice of the procurement and also board approval of the bid being recommended by Staff as the lowest responsive and responsible bid. These procedures are described in the Bidding Procedures Policy (1.04).
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C. Guidelines for Competitive Quotes

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4. The Executive Director has the authority to waive the solicitation of price quotes and approve the purchase of budgeted items under \$30,000 if deemed appropriate and beneficial to the District.
5. Purchases of greater than \$30,000 are addressed below.
6. The District is also a member of several intergovernmental purchasing pools that have already conducted the competitive bidding required by Illinois law and therefore procurements through said pools should be considered. Likewise, the State of Illinois has engaged in a competitive bid process for a wide variety of vehicles and equipment and the District is eligible by law to use that process to satisfy the competitive bidding requirement.

D. Sole Source Purchases

1. Sole source purchases shall not be subject to requirements for seeking competitive quotes or bids. However, purchases in excess of \$30,000 shall be presented to the Board prior to acquisition with the request to find that the procurement is not adapted to competitive bidding (and or to waive quotes/ bids), approve the purchase and enter into a formal contract, if necessary. Approval must be obtained from the Executive Director to present the purchase to the board.
2. Examples:
 - a) Equipment for which there is no comparable competitive product or is available only from one supplier.
 - b) A component or replacement part for which there is no commercially available substitute, and which can be obtained only from the manufacturer or manufacturer's representative.
 - c) A used item, (i.e. dump truck, office furniture, etc.)

1.04 Bidding Procedures - Purchases Greater Than \$30,000

- A. Per the Park District Code, almost all purchase of supplies, materials or services involving an expenditure in excess of \$30,000 shall be let to the lowest responsible bidder submitting a responsive bid after due advertisement and within the prescribed procedures for competitive bidding.
- B. Items Excluded from Bidding
 1. The following are excluded from the competitive bid requirements:
 - a) Agreements for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part. This absolutely includes contracts for architectural, engineering and land surveying services (see the Local Government Professional Services Selection Act).
 - b) Agreements for utility services such as water, electricity, natural gas, telephone, etc.
 - c) Agreements for the use, purchase, delivery, movement or installation of data processing equipment, software or services and telecommunications and interconnect equipment, software or services.
 - d) Agreements for the use and/or purchase of duplicating machines and supplies.
 - e) Purchase of magazines, books, periodicals, pamphlets and reports.
 - f) Emergency expenditures. (See Section 1.03, A.8).
 - g) Items that, due to their nature, have been found by the Board not to be adapted to competitive bidding.
 2. Procured items which are excluded from competitive bidding, (Section 1.04 B above) shall be let to the vendor providing the "best value" to the District, after due advertisement (if required) and within the prescribed procedures. Architecture, Engineering and Land Surveying services must be procured in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/0.01 et seq.)
 3. "Request for Proposals" or "Request for Qualifications" shall be developed and used for the purchase of these goods or services.

- C. Award of agreements for items and services in excess of \$30,000 shall be awarded by the Board to the lowest responsible bidder considering conformity with specifications, terms of delivery, quality and serviceability, after due advertisement, excepting contracts which by their nature are not adapted to award by competitive bidding per the park district code.
- D. All agreements may be reviewed by Park District legal counsel.
- E. Whenever feasible and advantageous to the District, cooperative purchases with other governmental agencies such as the State of Illinois, industry associations, or other park districts shall be made. In such instances, the arrangement may already satisfy the competitive bidding requirement or be exempt from the requirement. Consult with legal counsel as necessary.
- F. Bid Process
 - 1. All competitive bids for contracts involving expenditures in excess of \$30,000 must be sealed by the bidder and must be opened by a member of the park district at a public bid opening in which the contents of the bids must be announced. The announcement of the invitation to bid must be published in the newspaper (and recommended to be published other places relevant to that procurement) at least 10 calendar days before the published date and time of the bid opening.
 - 2. For purposes of this subsection, "due advertisement" includes, but is not limited to, at least one public notice at least 10 calendar days before the bid date in the newspaper published in the district or, if no newspaper is published in the district, in a newspaper of general circulation in the area of the district.

1.05 Award of Contracts

All contracts in excess of \$30,000 (except as otherwise authorized herein) shall be awarded by the Board and to the lowest responsible bidder submitting a responsive bid. In determining the responsibility of any bidder the Board may take into account other factors in addition to financial responsibility, such as past records of transactions with the bidder, experience, adequacy of equipment, ability to perform, time limits, services to be rendered by the bidder, location of bidder, conformity with specifications, terms of delivery and other pertinent considerations listed in the bidding documents. The Board may also consider all available public information about the bidder (including social media posts). IT IS IMPERATIVE THAT THE BOARD'S USE OF THIS EVALUATION CRITERIA BE DISCLOSED IN THE BID DOCUMENTS. Any and all bids received in response to an advertisement or otherwise may be rejected by the Board if the bidder is not determined responsible or the character or quality of the services, supplies, materials, equipment, or labor does not conform to the Board's requirements or if the public interest may otherwise be served thereby. The Board reserves the right to award a contract for all or only a portion of the specific bid work (and again, that power should be disclosed in the bid documents).

1.06 Emergencies

In the case of emergencies which call for immediate resolution, the Executive Director, or Superintendent designated by the Executive Director, shall take prompt action to employ persons or firms to do the necessary corrective work but shall require the persons or firms doing the corrective work to furnish a detailed report of the corrections made and the basis for making the corrections. For the purpose of this policy, an emergency shall consist of a threat to the health or safety of Park District patrons and

employees, or of severe damage to District property. Emergency procurements that would otherwise require competitive bidding may be approved (or ratified) by the Board upon a ¾ vote of the members.

1.07 Credit Card Purchases

The Park District has opted to use credit cards in order to promote operational efficiency and simplify the administration of the purchasing function. Credit cards are used to provide a convenient, efficient means to make purchases, while reducing the administrative costs of related purchase orders, check requests and payments.

- A. Credit cards will be issued at the discretion of the Executive Director
- B. Credit cards are to be used for Park District business purchases only.
- C. Credit cards are simply a means of payment. All purchasing procedures and guidelines as documented in this policy and/or other District documents are to be followed.

1.08 Petty Cash

- A. All petty cash purchases should be for *emergency* purchases only.
- B. Expenditures should be properly authorized according to Board approved purchase authorization amounts.
- C. Only purchases less than \$50.00 are reimbursable from the fund.
- D. A receipt and/or proper documentation is required for each purchase.
- E. A description of the item(s) purchased, account number, date and amount should be written on the petty cash receipt and signed by employee requesting the cash.

1.09 Payables and Accounts Receivable

Staff will prepare all payables and collect receivables in a timely manner with proper documentation supporting each transaction. In accordance with the Prompt Payment Act, disbursements requiring payment prior to a Board meeting will be authorized by the Executive Director, utilizing the most appropriate method of payment. All such payments will be included in the Voucher List of Bills presented to the Board at the next Board meeting.

1.10 Ethics in Purchasing

Conflict of Interest — No Glen Ellyn Park District employee shall participate directly in procurement of goods or services when the employee knows that:

- A. The employee or any member of the employee's immediate family has a financial interest pertaining to the goods or services; or
- B. The employee or any member of his /her immediate family is negotiating or has an arrangement concerning prospective employment with the entity seeking to sell goods or services to the District;
- C. Nothing contained in this policy shall be construed as repealing or modifying the District's Ethics Ordinance which remains in full force and effect.
- D. For the purpose of this section, immediate family shall mean the employee's or the employee's spouse's mother, father, husband, wife, children, brother, sister, or grandparents or any relative living in the same household with the employee or dependent upon the employee's care.

1.11 Gratuities and Kickbacks

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Glen Ellyn Park District employee, or for any Glen Ellyn Park District employee to agree to accept a gratuity or an offer of employment in connection with the procurement of any goods or services by the District.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order

1.12 Other Items

- A. No undertaking shall be split into parts so as to avoid the provisions of this policy. (ie. Purchases should not be split intentionally in order to avoid the authorization thresholds stated in this policy)
- B. The Board may require a cash deposit of any bidder and may require a surety bond of any successful bidder.
- C. All promotional incentives and contest awards made available to qualifying District personnel by vendors, which are based on District purchases from those suppliers, automatically become the rightful property of the District.

Approved by the Board of Commissioners: August 18, 1998

Revised by Board of Commissioners: November 21, 2000; November 23, 2004;
April 22, 2008; May 3, 2011, July 16, 2013, March 13, 2018,
August 16, 2022

Reviewed by Board of Commissioners: October 7, 2003; February 5, 2008



MEMO

August 11, 2022

TO: Park District Board of Commissioners
FROM: Nicholas Cinquegrani, Deputy Director
CC: Dave Harris, Executive Director
RE: Reimbursement Resolution

Please find attached Resolution 22-03 expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation to be issued by the Glen Ellyn Park District. Additionally, included is a memo prepared by the Park District's bond counsel, Chapman & Cutler, explaining the purpose of adopting the resolution.

Staff Recommendation:

Staff recommends the Board approve the resolution as it allows for the park district to begin expending funds that will be funded through the future issue of the referendum bond proceeds approved by voters at the June 28th primary election.

Motion:

Motion to approve Resolution 22-03 expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation to be issued by the Glen Ellyn Park District, DuPage County, Illinois.

MEMORANDUM

TO: Nicholas Cinquegrani
Glen Ellyn Park District (the "District")

FROM: Kyle Harding
Melissa O'Connor
Chapman and Cutler LLP

cc: Anthony Miceli
Speer Financial, Inc.

DATE: August 9, 2022

RE Reimbursement from Bond Proceeds

This memorandum addresses regulations released by the Internal Revenue Service relating to reimbursement from bond proceeds to pay for an expenditure that was paid prior to the date a tax-exempt bond was issued (the "*Regulations*").

A proper reimbursement allocation results in the bond proceeds being treated as spent for the original expenditure even though the bond proceeds are actually being used to replenish the funds originally used to pay the expenditure. Under the Regulations, the following requirements must be met:

- I. The District must timely adopt an official intent that the original expenditures will be reimbursed with tax-exempt bond proceeds. The declaration of official intent must be made not later than 60 days after payment of the original expenditure, and shall (i) generally describe the project for which the expenditure to be reimbursed is paid and (ii) state the maximum principal amount of tax-exempt bonds to be issued for the project (or the maximum principal amount expected to be issued for reimbursement purposes).
- II. The reimbursement allocation must be made within the reimbursement period, which is an 18-month period that begins as of the later of (i) the date on which the expenditure to be reimbursed was paid or (ii) the date on which the property financed with such expenditure was placed in service, but in no event more than three years after the original expenditure is paid. A reimbursement allocation is typically made at the closing of the bond issue and evidenced by a closing certificate.

There are two exceptions in which the District does not have to comply with the requirements set forth I and II above, the de minimis exception and the preliminary expenditures exception. The de minimis exception applies to expenditures in an amount not in excess of the lesser of \$100,000 or 5 percent of the proceeds of the issue. The preliminary expenditures exception applies to preliminary expenditures (including architectural, engineering, surveying, soil testing, bond issuance costs and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of the facilities, but not including land acquisition or site preparation costs and similar costs that were incurred prior to commencement of construction, rehabilitation or acquisition of facilities) in an amount not exceeding twenty percent of the issue price of the issue or issues that finance the facilities relating to such preliminary expenditures.

RESOLUTION 22-03 expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation to be issued by the Glen Ellyn Park District, DuPage County, Illinois.

* * *

WHEREAS, the Board of Park Commissioners (the “*Board*”) of the Glen Ellyn Park District, DuPage County, Illinois (the “*District*”), has developed a list of capital projects described in *Exhibit A* hereto (the “*Project*”); and

WHEREAS, all or a portion of the expenditures relating to the Project (the “*Expenditures*”) (i) have been paid within the 60 days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the District reasonably expects to reimburse itself for the Expenditures with the proceeds of an obligation:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Park Commissioners of the Glen Ellyn Park District, DuPage County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Intent to Reimburse. The District reasonably expects to reimburse the Expenditures with proceeds of an obligation.

Section 3. Maximum Amount. The maximum principal amount of the obligation expected to be issued for the Project is \$3,000,000.

Section 4. Ratification. All actions of the officers, agents and employees of the District that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 5. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted August 16, 2022.

President, Board of Park Commissioners

Secretary, Board of Park Commissioners

EXHIBIT A

DESCRIPTION OF CAPITAL PROJECTS

To improve, equip and maintain Sunset Pool, expand, improve, equip and maintain Ackerman Sports & Fitness Center, improve, equip and maintain other parks and park facilities and acquire land for park purposes.

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Glen Ellyn Park District, DuPage County, Illinois (the “Board”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 16th day of August, 2022, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation to be issued by the Glen Ellyn Park District, DuPage County, Illinois.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board at said meeting were conducted openly, that all votes taken at said meeting were taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Park District, this 16th day of August, 2022.

Secretary, Board of Park Commissioners

[SEAL]



MEMO

August 11, 2022

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

Sunset Park Playground was built in 1993 and is on the Playground Replacement Plan for Budget Year 2022.

After exploring multiple layouts and receiving input from a public open house meeting, the playground equipment selection has been finalized. Staff recommends purchasing directly through the qualified OMNIA Partners Purchasing Program to maximize the savings on purchase.

This playground equipment from KOMPAN, Inc. is unique in that all components are made from 50-100% recycled ocean waste. KOMPAN has made it their responsibility to create environmentally-friendly play spaces where kids can play for decades to come. Modern recycling methods now allow the tons of trashed fishing nets, used textiles, food packaging waste, plastic bags, and other materials to be recycled in various ways, including children's playground equipment.

In August, staff will develop bid documents for the project. Through the bidding process, a contractor will be selected to install the playground equipment purchased by the District along with all site work associated with the playground improvement plan. Tentatively, work would start this Fall and finish in Spring of 2023.

Recommendations: Park District staff recommends approving the purchase of the Sunset Park Playground Equipment from KOMPAN through Cooperative Purchase for the price of **\$92,829.27**

Motion: I make the motion to authorize the purchase of the Sunset Playground Equipment for **\$92,829.27**.

INV=760.30

ADA DISCLAIMER:
THIS PROJECT SHALL BE ADA COMPLIANT.
MAXIMUM SLOPE ON A PEDESTRIAN ROUTE
SHALL NOT EXCEED 5% (1"
WITH A MAX. CROSS SLOPE OF 2%.
NOTIFY OWNER OF ANY DISCREPANCIES OR
QUESTIONS PRIOR TO CONSTRUCTION



**GLEN ELLYN
PARK DISTRICT**

CALL J.U.L.I.E. 1-800-892-0123
to locate underground utilities at least
48 Hours before start of construction.

The location and type of existing
underground utilities shown on the plan
may not be accurate. The Contractor is
responsible for determining the exact
location and type of underground utility
present so as to avoid damage.

LANDSCAPE ARCHITECT/
SITE PLAN DESIGNER:
GLEN ELLYN PARK DISTRICT
NATHAN TROIA, PLA
REG.# 157.001291



Sunset Park Playground Improvements

483 Fairview Avenue

ISSUE
**Bid
Documents**

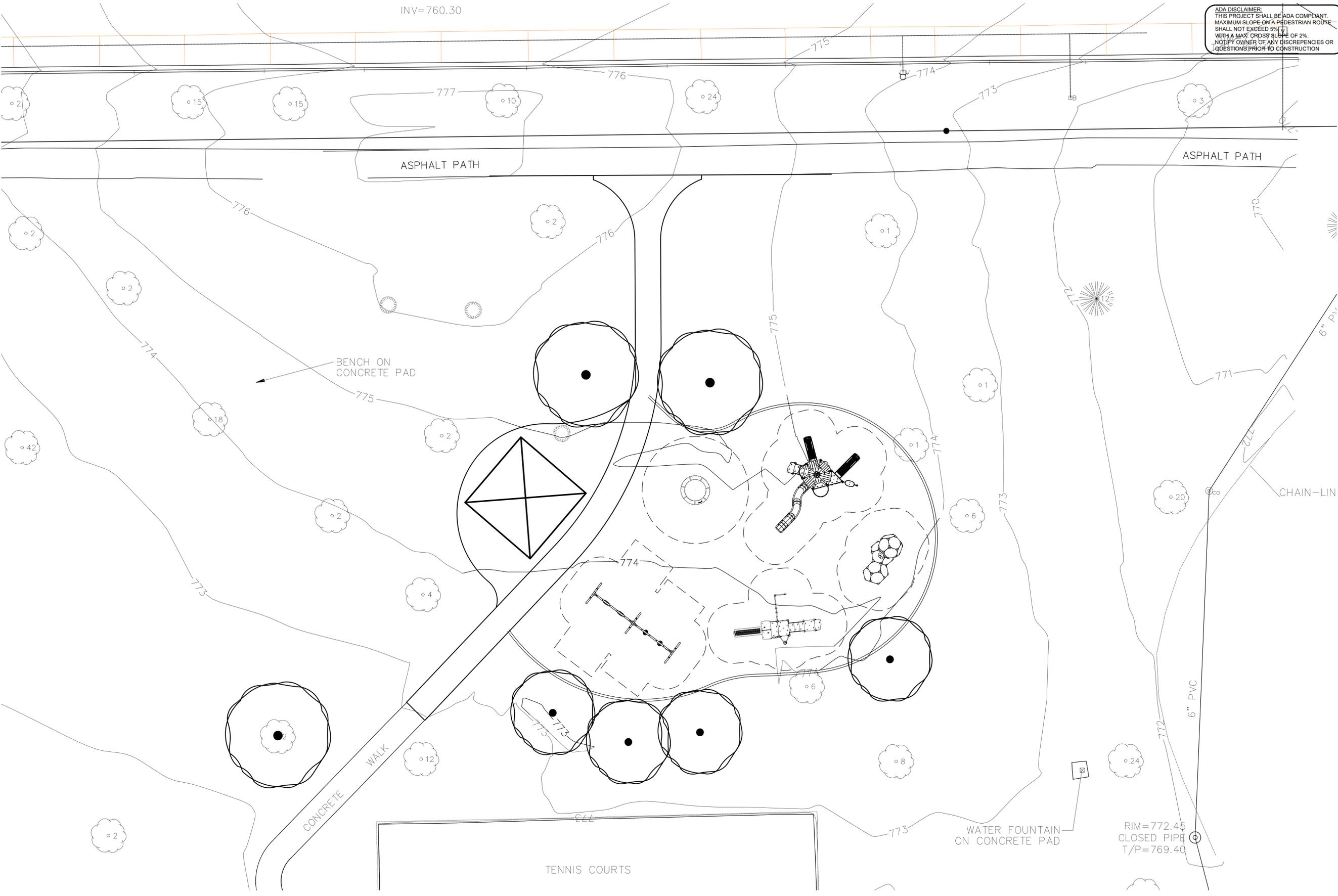
July 25, 2022

REVISION	RE-ISSUES
REV.	COMMENT, DATE

SHEET TITLE
Planting Plan

DRAWN: _____ CHECKED: _____

SHEET NO.
L4.0

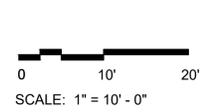


1 VIEW TITLE

Scale: 1:20

PLANTING NOTES:

1. QUANTITIES INDICATED ARE PROVIDED AS A COURTESY ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING QUANTITIES AND CONDUCT ALL INDEPENDENT QUANTITY TAKE OFF PER PLANS.
2. SEED/SOD LIMIT LINE IS APPROXIMATE. CONTRACTOR RESPONSIBLE FOR RESTORATION OF ALL AREAS OF DISTURBANCE. REGARDLESS OF LIMITS OR QUANTITIES SHOWN.



Sunset Park

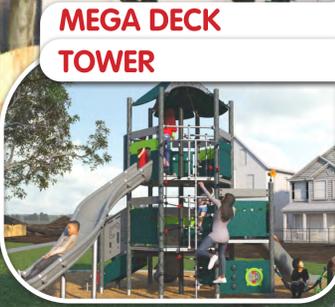
KOMPAN® kompan.us



CLIMBING NET



SPINNING SUPER NOVA



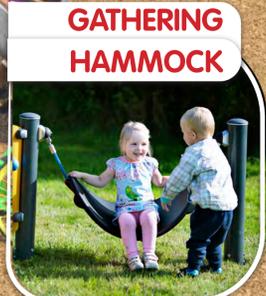
MEGA DECK TOWER



BUBBLE PANEL



CLIMBING CURLY CLIMBER



GATHERING HAMMOCK



CLIMBING



SPINNING



EXPERIMENTING



SWINGING



MEMO

August 11, 2022

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

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

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

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

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

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

Recommendations: Park District staff recommends after discussion, to advance the proposals to the September 6th Board Meeting for approval.

Firm History



More than 25 years ago, our third-generation family-owned firm realized that there was a better way to design and deliver projects for our clients...a way to dramatically improve their experience with the process, while simultaneously delivering spaces that exceeded their expectations in terms of design, functionality, time frame, and cost.

To accomplish this, we created an environment where the top professionals in architecture, engineering, and construction could work shoulder-to-shoulder as one team, with you and your project as their focus. Within this environment, we instilled a collaborative culture built on excellence...a culture that continually drives us to innovate, whether in the form of helping you accelerate your project through our proprietary SPARK Session process, developing inspired solutions to complex logistical or schedule challenges, or employing the latest technology to provide you with an opportunity to experience your space before it's built.

Today at Wight, we continue to pioneer new ways to meld our world-class capabilities to create exceptional, enduring spaces for our clients. If you're seeking a partner who will work with you—from first sketch to ribbon-cutting—to ensure that you're delighted by both the result and your experience in getting to it, then Wight is your firm.

Wight's mission is about people serving people—it is where we find the truest solutions.

We **THINK** in terms of the life cycle of our client's organization.

We **RESPECT** each other and the natural environment.

We **UNDERSTAND** our client's needs by embracing their culture.

We **TEAM** with clients, each other, and strategic partners.

We **SUCCEED** by helping our staff realize their professional goals.

Firm

Wight & Company
2500 North Frontage Road
Darien, IL 60561

wightco.com

Firm Information

Years in Business: 83 Years

Ownership/Type of Organization:
S Corporation

Size of Firm: 185+ Professionals

Professional Affiliations

Wight's design professionals hold varying degrees of membership in professional associations. Below is an abridged listing of relevant organizations:

American Institute of Architects

National Council of Architectural
Registration Board

Illinois Association of Park Districts

Illinois Parks and Recreation Association

Midwest Institute of Park Executives

National Recreation and Park Association

National Playground Safety Institute

South Suburban Park and Recreation
Professional Association

Parks & Recreation

Wight's Parks & Recreation specialists are dedicated to designing and building unique, functional spaces for families and communities to play, learn, compete, and connect.



Our dedicated Parks & Recreation professionals specialize in the creation of exceptional facilities and outdoor environments that respond to the diverse and growing needs of public and private recreation providers. This in-house team of architects, landscape architects, and engineers, construction managers, work side-by-side to bring recreation projects to life.

Whether we provide design, construction management, turn-key Design Led - Design Build services, or serve as a project team partner, we bring a collaborative approach to our work. This approach translates into creative design solutions, seamless project management and, ultimately, innovative and cost-conscious delivery. Our expertise includes the construction of indoor facilities, athletic fields and complexes, ice rinks, nature centers, parks, trail systems, and play environments.

We partner with clients to create cost-effective and sustainable solutions that advance their missions. These solutions are shaped by the unique needs of each recreation provider, balanced by fiscal responsibility, and enriched by our integrated approach.



OUR IN-HOUSE SERVICES



We Design

ARCHITECTURE

- Building Assessment
- Master Planning
- Community Engagement
- Programming/Pre-Design
- Interior Space
- Landscape Architecture
- Health/Life Safety

We Build

CONSTRUCTION

- Preconstruction
- Construction Management
- Design-Build
- Integrated Delivery
- Scheduling
- Estimating
- Program Management
- Job Order Contracting



We Engineer

ENGINEERING

- Transportation
- Environmental
- Structural
- Site/Civil Engineering
- Stormwater Management
- MEP/FP Engineering

We "Green"

SUSTAINABILITY

- LEED/Sustainable Design
- Sustainable Building
- Energy Consulting





July 25, 2022

Dave Harris
Executive Director
Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, Illinois 60137

**Ackerman Sports & Fitness Center Addition & Renovation
Professional Services Proposal for
Final Design, Engineering, Construction Administration and Management**

Dear Mr. Harris:

Wight & Company (Wight) is pleased to submit this proposal to you and the Glen Ellyn Park District (GEPD) to provide full design, engineering, construction administration and construction management services for the addition and renovation of the Ackerman Sports & Fitness Center. This proposal includes:

- PROJECT UNDERSTANDING
- APPROACH/BENEFITS
- SCOPE OF SERVICES
- SCHEDULE
- COMPENSATION
- TERMS & CONDITIONS

PROJECT UNDERSTANDING

We understand the GEPD recently passed a referendum in June 2022 for districtwide improvements to parks, facilities and land acquisition for \$15.1M, including an addition and renovation to the Ackerman Sports & Fitness Center (ASFC) budgeted at \$6,259,200. The proposed improvements for the ASFC were based on the conceptual plans prepared in January 2022 and included the following preliminary program:

- Addition
 - Gymnastics
 - Multi-purpose/Party Room
 - Storage
 - Family Restrooms (2)
 - Vestibule
 - Stairs
- Renovation
 - Repurpose rock wall area into fitness studio
 - Infill with 2nd floor (above rock wall area) for fitness studio
 - Remodel office space/reception
- Site
 - West side parking lot
 - Resurface existing drive and parking lot
 - Detention (expand existing)
 - Pedestrian circulation & Landscape

APPROACH/BENEFITS

For this assignment, all architecture, MEP engineering, structural engineering, civil engineering, landscape architecture, construction administration and construction management services will be provided by Wight's in-house personnel. Our delivery process will benefit the Glen Ellyn Park District by eliminating unnecessary steps and communication learning curves, which is critical for your project. Our team will be led by Jim Nagle as the Project Executive. Matthew Duggan will serve as the Project Manager to lead the overall design and engineering team and Craig Polte will lead the construction administration and construction management, bringing over 50 combined years of experience on park & recreation-based projects. Based on the District's desire to deliver this project within or below budget and meet the advertised project schedule, Wight's delivery process can provide the following benefits to the Glen Ellyn Park District:

- In order to achieve the desired schedule, the design, bidding and construction phases of the project can overlap to accomplish GEPD's goals and maximize the overall scope of work. Wight's model will allow us to begin the subcontract procurement process before the design is complete (site, renovation and addition), without sacrificing cost certainty.
- Our design and construction administrative model creates efficiency reflected in our overall fee structure.
- All Construction trade contracts are publicly bid and awarded to the lowest responsible bidders.
- We manage and hold the construction trade contracts, taking responsibility for their performance and assuring that all documentation is in compliance with your requirements. We will provide fully transparent and open book accounting.
- We add no mark-up on changes.
- 100% of cost savings is returned to the Park District at the end of the project, or can be used by the Park District to add scope as appropriate as the project progresses. Since we do not share in any savings at the end of the project, we have no incentive to cut corners or provide a lesser product.
- If desired, we can provide you with cost certainty early in the project by offering a Guaranteed Maximum Price prior to the completion of design.

SCOPE OF SERVICES

Based on the approved conceptual design prepared in January 2022, we propose the following scope of services for this assignment:

A. Project Understanding and Programming Confirmation Phase

1. Conduct a project ReKick-off Meeting to align the basic client expectations and reach a mutual understanding of the following:
 - a. Key participants and decision-makers
 - b. Project goals and objectives
 - c. Existing conditions
 - d. Scope of work
 - e. Deliverables
 - f. Tentative project schedule
2. Investigate sub-surface site conditions and prepare Geotechnical Report along with soil testing (By Owner).

3. Obtain ALTA Title Commitment and provide Boundary and Topographic Survey (By Owner).
4. Visit project site to review and confirm survey information.
5. Prepare Existing Conditions Plan using aerial photography and topographic survey.
6. Programming Confirmation: We understand that the goals for this facility will need to be reviewed and confirmed with programming and operational staff in order to solidify the program and design intent.
 - a. Review the initial project goals and needs program developed.
 - b. Discuss with the Park District staff to discuss any changes or additions.

B. Schematic Design Phase The primary focus the Schematic Design phase is to translate the project program requirements and concepts from the previous phase into a workable and feasible design solution. The phase will conclude with final the plan selected for development.

1. Meet with the Park District to discuss development concept plans and to confirm the project program of spaces.
2. Schematic architectural site and building floor plan diagrams for concepts showing project square footage.
3. Schematic building elevation and/or building perspectives of the selected concept to illustrate building height and building material suggestions.
4. Schematic narrative of the selected concept describing proposed building systems: site development, exterior wall and roof construction, interior materials, structural, mechanical, electrical, plumbing and fire protection systems.
5. Initial building code review.
6. Prepare a preliminary project budget based on the schematic design.
7. Review Schematic Design Documents with you. Document meeting results via written meeting summary.
8. Review Schematic Design with jurisdictional agencies as needed.
9. Review Schematic Design Documents with your Board of Trustees for comment and approval.
10. Submit preliminary plans for Zoning, Architectural and Plan Commission review.

C. Design Development Phase: Utilizing the approved schematic design, Wight will perform Design Services to fix the scope and design detail of the project. These services will include the following:

1. Prepare final floor plan layouts showing all interior building requirements including furniture layouts for the space.
2. Prepare ceiling plans showing lighting and equipment placements, as well as providing product information on fixtures and equipment planned for use.
3. Develop interior finish selections including all flooring, wall finishes and ceilings.
4. Develop exterior elevations showing materials, windows, and other exterior features.
5. Develop building and wall sections to confirm heights, roof and floor construction and showing materials, systems and building structure.
6. Prepare MEP/FP design plan documents to convey the design concept and confirm utility service connections.

7. Prepare Structural Design plan documents to convey the structural systems for the addition, as well as modifications that might be required to the existing structure.
8. Prepare a site plan as required to show any modifications that may be necessary.
9. Civil/Landscape scope will include all site layout and hardscape design including site grading/drainage plans, utility infrastructure design as needed, and landscape plans.
10. Prepare Design Development Documents:
 - a. Plans
 - b. Product options
 - c. Material samples
 - d. Outline Specification
11. Update the project budget, including an allowance for the Owner's furniture and equipment.
12. Review Design Development documents with you. Document meeting results via written meeting summary.
13. Review Design Development with jurisdictional agencies as needed.

D. Construction Documents Phase: Based on approval of the Design Phase documents, Wight will prepare Construction Documents, including detailed drawings and specifications for review and approval by the Park District. Wight will prepare the project manual with all technical specifications and coordinate with the Park District early on in this phase to incorporate the Park District's supplemental conditions and any standard front-end bidding forms and documents they may require to allow ample time for review prior to bidding.

1. Prepare the documentation of the proposed design improvements:
 - a. Cover Sheet
 - b. Existing Conditions Plans
 - c. Demolition Plans
 - d. Storm Water Pollution Prevention Plans
 - e. Grading and Utilities Plans
 - f. Layout and Materials Plans
 - g. Architectural Plans
 - h. Mechanical, Electrical and Plumbing Plans
 - i. Landscape Plans
 - j. Details
2. Prepare the project manual specifications.
 - a. Part One: Front End
 - b. Part Two: Technical
3. Update the project budget.
4. Review Construction Documents with you. Document meeting results via written meeting summary.

E. Permitting Phase

1. Submit permit documents for the following permit agencies:
 - a. Building or site development permit, local municipality
 - b. Storm water permit, local municipality

- c. National Pollutant Discharge Elimination System (NPDES) permit, including IDNR EcoCAT, for Natural Resources and IHPA for Cultural Resources
2. Attend review meetings, as required by reviewing agencies.
3. Revise permit submittals during the review process, as required by reviewing agencies.

F. Preconstruction and Bidding Phase

1. Upload Bid set to our web-based management system for distribution and tracking.
2. Reach out to our broad group of trade contractors to elicit interest in bidding the project.
3. Develop and distribute scope documents to prospective bidders.
4. Conduct a pre-bid meeting/job walkthrough to allow bidders to review the site conditions and plan for their work. Answer bidders' questions during the bid period and clarify scope.
5. Respond to request for information (RFI) and issue addenda as needed to clarify bid documents.
6. Conduct bid opening and review, tabulate and analyze bids.
7. Conduct reference checks for low bidder, as needed.
8. Conduct scope reviews with the low bidder(s) to assure the intended scopes of work are fully covered.
9. In consultation with the Owner and upon their approval, award trade contracts for the execution of the Work.
10. Develop a schedule for the construction phase of the project.
11. Identify and vet proposed value engineering alternatives to assure the final scope fits within the defined budget.
12. Work with the trade contractors to assure submittals are submitted in a timely manner in support of the required schedule.
13. Finalize project schedule and logistical plans based on delivery schedules and coordination input from the selected subcontractors.

G. Construction Phase

1. Provide full-time on-site oversight and coordination during the course of construction. Design team to perform site visits at intervals appropriate to the stage of the contractor's operations to be review progress.
2. Oversee the safety management of the project.
3. Assure the trade contractors are conforming to the drawings and specifications, and that installation is proceeding as planned.
4. Coordinate with the subcontractors and design team to resolve field conflicts and/or unforeseen conditions.
5. Update the project schedule to reflect actual progress.
6. Review and evaluate requests for change orders submitted by subcontractors. Make approval recommendations to the Owner.
7. Provide cost reports to the Owner on a regular basis, reporting on the overall financial status of the project including contingency usage, pending change orders and anticipated costs.
8. Communicate with the client on open issues, project status, field issues and potential impacts.

9. Provide responses to Requests for Information (RFI's) related to interpretation of contract documents.
10. Review contractor applications for payments for accuracy and completeness, including waivers, certified payrolls, etc. Submit consolidated Pay Application to the Owner for review and payment.
11. Review contractor submittals and shop drawings for conformance with contract documents.
12. In coordination with the design team, perform Substantial Completion inspection and prepare punch list for work to be completed prior to final acceptance.
13. Coordinate final turnover and punchlist completion with the trade contractors, architects and engineers.
14. Review project for Final Acceptance.
15. Facilitate the submittal of all close out documentation including as-built drawings, O&M manuals, and warranty information.

H. Closeout Phase

1. Review site prior to the One-Year Warranty to latent concerns or items that require further attention of the contractor.
2. Review and submit required closeout permit documents as required by jurisdictional agencies.

I. Additional Services (Not included in this proposal)

1. Services not specified in the scope of services will be considered additional services. Prior to any additional services work, we will discuss additional services with the client for written authorization to proceed.
2. Services of sub-consultants not indicated in the scope of services.
3. Services required due to unforeseen site conditions or circumstances beyond the control of the project team.
4. Services requested after Final Acceptance of Contractor's work.

SCHEDULE

Based on our initial discussion, we outlined the following draft schedule for reference. Following the anticipated board approval in August, we will work with GEPD to develop a detailed project schedule.

- | | |
|--------------------------------------|-------------------------|
| 1. Board Contract Approval | August 2, 2022 |
| 2. Survey/Soil Borings | August 2022 |
| 3. Program Confirmation | August 2022 |
| 4. Schematic/Design Development | September-October 2022 |
| 5. Construction Documents/Permitting | November -January 2023 |
| 6. Bidding | November -February 2023 |
| 7. Award Subcontractor Contracts | December-March 2023 |
| 8. Construction (estimated) | April 2023-January 2024 |

COMPENSATION

Wight & Company proposes the following fees to perform the professional services outlined above:

- Architecture and Engineering (A/E) Design fees: \$462,000

- Preconstruction/Construction Management Fee: 3.5% of the cost of the Work
- Insurance: 1% of the project costs
- Reimbursable expenses (reproduction, handling, and delivery of bid documents and project photos, travel, etc.) budget: \$5,000
- General Conditions labor and expenses will be included in the project budget and billed each month as incurred. General Conditions labor includes project management, site supervision, project administration and construction engineering support. General Conditions expenses include costs associated with site facilities and upkeep (site office, office equipment, cell phones, portables, safety audits, signage, jobsite travel, reproductions, etc.) as well as Workers Comp insurance. General Conditions are estimated to be approximately 8-11% of the cost of construction.

Please note that these fees are below what was represented in the conceptual budget.

TERMS & CONDITIONS

The project budget will be finalized as the design progresses as bids are received. The budget will include the fees listed above, as well as the direct construction costs, general conditions expenses and an appropriate allowance for contingency.

This proposal assumes the terms and conditions outlined in the AIA Document A141-2014 "Standard Form of Agreement Between Owner and Design-Builder". Wight will invoice monthly based on a percentage of the work completed and payment will be due in 30-days (or in accordance with the Illinois Prompt Payment Act).

We appreciate the opportunity to continue to our work with you and the Glen Ellyn Park District and look forward to assisting you on the addition & renovation the Ackerman Sports & Fitness Center. If this proposal meets your approval, please sign one copy and return it to us or if you have any questions, please do not hesitate to contact us.

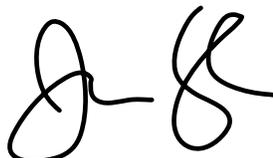
Respectfully submitted,

Respectfully submitted,

WIGHT & COMPANY



Robert S. Ijams, PLA
Director of Parks & Recreation



Jim Nagle, DBIA, LEED AP
Senior Vice President, Director of Construction

Approved by:

Signature

Date

Printed Name

Title

cc Matthew Duggan, Craig Polte, Wight & Company

AGREEMENT made as of the _____ day of _____ in the year 2022
(In words, indicate day, month and year.)

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

Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137
630.858.2462

and the Design-Builder:
(Name, legal status, address and other information)

Wight & Company
2500 North Frontage Road
Darien, IL 60561

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

Ackerman Sports and Fitness Center Addition & Renovation
Design, Engineering & Construction Administration and Management
Per Proposal dated July 25, 2022

The Owner and Design-Builder agree as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER’S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 **Owner’s** Criteria

This Agreement is based on the Owner’s Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as “not applicable” or “unknown at time of execution.” If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert “see Owner’s design documents” where appropriate.)

Set forth in proposal dated 07/25/2022

§ 1.1.1 The Owner’s program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

Set forth in Proposal dated 07/25/2022

§ 1.1.2 The Owner’s design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Set forth in Proposal dated 07/25/2022

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Set forth in Proposal dated 07/25/2022

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

« »

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

« »

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.) NOT TO EXCEED

\$

§ 1.1.7 The Owner's design and construction milestone dates:

Schedule to be attached as part of Exhibit A.

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect/Engineer shall be a licensed design professional in the State of Illinois

« »

.2 Consultants

« »

.3 Contractors

« »

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner’s Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner’s Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner’s Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Nathan Troia
Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137
630.858.2462

§ 1.2.2 The persons or entities, in addition to the Owner’s representative, who are required to review the Design-Builder’s Submittals are as follows:

(List name, address and other information.)

« »

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

(List discipline, scope of work, and, if known, identify by name and address.)

« »

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

(List name, address and other information.)

§ 1.2.5 Neither the Owner’s nor the Design-Builder’s representative shall be changed without ten days’ written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 14.4

Litigation in a court of competent jurisdiction

Other: *(Specify)*

« »

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the “Agreement”); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term “Work” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder’s performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows: All compensation shall be as:

Set forth in the Proposal dated 07/25/2022

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors incurred, plus an administrative fee of **zero** percent (**0** %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 No interest (0% interest) shall be payable by the Owner under the Agreement. All payments are to be handled in accordance with the Illinois Local Government Prompt Payment Act and subject to the receipt by Owner of all required documentation, including but not limited to lien waivers, certified payroll or an explanation of exemption, record drawings, etc

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder’s performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder’s behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule to be attached hereto as part of Exhibit A. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that the designs shall meet the standard of care for such engineering services and shall meet all applicable statutory and regulatory requirements of all authorities with jurisdiction, and that the materials and the equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials,

or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

To the fullest extent permitted by law, the Design-Builder shall waive any right of contribution against the Owner and agrees to defend, indemnify, and hold harmless the Owner, and each of its members, directors, officers, officials, employees, volunteers, and agents (collectively all of the foregoing entities and persons are referred to as the "Indemnitees") from and against all claims, actions, damages, losses, and expenses incurred to third parties including but not limited to legal fees (including attorney's and paralegals' fees and court costs), related to or arising from the Design-Builder's operations or its performance of the Work of the Contract 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 property, other than the work itself, including the loss of use therefrom or is attributable to misuse or improper use of patent, trademark or copyright protected material or otherwise protected intellectual property (ii) and, only to the extent such liabilities, damages, losses, and expenses are caused by any wrongful or negligent act or omission of the Design-Builder, or any Contractor or subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Nothing herein shall be construed to require the Design-Builder to indemnify any indemnitee for that indemnitee's own negligence. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which Indemnitees would otherwise have. The Design-Builder shall similarly defend, indemnify and hold harmless Indemnitees against and from any and all claims, actions, damages, losses, costs and expenses including but not limited to legal fees, incurred by reason of Design-Builder's breach of any of its obligations under, or Design-Builder's failure to perform the Work in accordance with any provision of the Contract. The indemnification obligations under this paragraph shall not be limited to in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation or Disability Acts or Employee Benefits Acts.

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

§ 3.1.15 Contingent Assignment of Agreements

§ **3.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1** assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

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

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance.

Professional Liability Insurance

DESIGN-BUILDER shall obtain and maintain, at his own expense, DESIGN-BUILDER's professional liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) (including contractual liability coverage subject to a professional services exclusion with all coverage retroactive to the earlier date of this Agreement of the commencement of DESIGN-BUILDER's services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract with a deductible not to exceed \$50,000 without prior written approval. Said coverage shall be maintained for a period of three (3) years after the date of final payment. Proof in the form of express policy terms or an endorsement that DESIGN-BUILDER's consulting opinions are covered by completed products operations coverages in these amounts will be accepted.

Liability Insurance

A. Commercial General and Umbrella Liability Insurance

DESIGN-BUILDER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent DESIGN-BUILDERS, 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).

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

B. Business Auto (if applicable) and Umbrella Liability Insurance

DESIGN-BUILDER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 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 00 120, 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.

C. Workers Compensation Insurance

DESIGN-BUILDER 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 \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, DESIGN-BUILDER shall furnish 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 PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. .

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

PARK DISTRICT shall have the right, but not the obligation, of prohibiting DESIGN-BUILDER from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this contract at PARK DISTRICT's option.

2. Acceptability of Insurers

All insurance companies shall be licensed to do business in the State of Illinois. 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 (unless approved in writing by the PARK DISTRICT). 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.

3. Cross-Liability Coverage

If DESIGN-BUILDER'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.

4. 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, DESIGN-BUILDER may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials and employees 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.

5. Subcontractors/Consultant

DESIGN-BUILDER shall cause each consultant employed by DESIGN-BUILDER to purchase and maintain insurance of the type specified above. When requested by the PARK DISTRICT, DESIGN-BUILDER shall furnish copies of certificates of insurance evidencing coverage for each consultant.

6. Miscellaneous Insurance Provisions

Under no circumstances shall the PARK DISTRICT be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including but not limited to:

- (a) allowing any work to commence by DESIGN-BUILDER before receipt of certificates of insurance;
- (b) failing to review any certificates of insurance received from DESIGN-BUILDER;
- (c) failing to advise DESIGN-BUILDER that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

DESIGN-BUILDER agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the PARK DISTRICT.

Nothing contained in this Contract is to be construed as limiting the liability of DESIGN-BUILDER. The PARK DISTRICT does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the PARK DISTRICT, or DESIGN-BUILDER, but are merely minimums. The obligations of DESIGN-BUILDER to purchase insurance shall not, in any way, limit its obligations to the PARK DISTRICT in the event that the PARK DISTRICT should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by DESIGN-BUILDER's insurance.

In the event DESIGN-BUILDER fails to furnish and maintain the insurance required by this Contract, the PARK DISTRICT, upon 7 days written notice, may purchase such insurance on behalf of DESIGN-BUILDER, and DESIGN-BUILDER shall pay the cost thereof to the PARK DISTRICT upon demand or shall have such cost deducted from any payments due DESIGN-BUILDER. DESIGN-BUILDER agrees to furnish to the PARK DISTRICT the information needed to obtain such insurance.

All insurance provided by DESIGN-BUILDER shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

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

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the

Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

« »

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

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

§ 5.3 Labor and Materials

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

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

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

This work is subject to the Illinois Prevailing Wage Act. Contractor shall pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or

type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. Contractor shall file, and cause all Subcontractors to file, all records as required by the Act and applicable administrative regulations. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records as required by Statute. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> The Department revises the prevailing wage rates and the Contractor/ subcontractor has an obligation to check the Department's web site for revisions.

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

§ 5.3.5 In the event of a labor dispute caused by the actions of the Design-Builder, resulting in a slow-down or in the cessation or suspension of work, the Design-Builder shall not be relieved of its obligations to provide labor or for timely progress and completion of the work. In such event, the notice provisions contained in Section 7.2.2. shall not apply. Instead, the Design-Builder shall be automatically deemed to be in default and to have committed a breach of contract unless said work stoppage or slow-down is remedied to the Owner's satisfaction in accordance with this Section. In the event of a work stoppage due to a labor dispute, the Design-Builder shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a labor dispute, the Design-Builder shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the work. In the alternative, the Owner shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to the Owner's cost of replacing or supplementing labor. If the balance of the contract sum is not sufficient to cover such amounts, the contractor shall pay the difference to the Owner. The Owner may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond and payment bond. If any labor dispute necessitates legal action or legal intervention by the Owner, or in the event that the Owner otherwise takes legal action to enforce the terms of this section, the Contractor shall be responsible for the Owner's attorney's fees and court costs, without prejudice to any other remedies that the Owner may have.

§ 5.4 Taxes

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

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

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

§ 5.5.3 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such

notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

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

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made

during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

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

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.11.3 The Design-Builder shall walk the site at the close of every work day to assure it is either free of waste material and rubbish, or the waste material and rubbish is secured in a container that is inaccessible to City patrons.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

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

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

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

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control. The furnishing of surveys by the Owner is not a guarantee of the accuracy of the information contained therein, and shall not relieve the Design-Builder from its duties under the Contract Documents in general. The submission of a proposal for the Work implies that the Design-Builder has examined the site, taking into consideration all such conditions that may affect the Work, regardless of the information contained in the surveys. Any information furnished by the Owner shall not constitute a representation concerning site conditions and the Design-Builder shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Design-Builder is aware that all such risk concerning site conditions is borne by it, has considered such in making its proposal, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing

a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Article 16.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. Owner's rights under this Section 7.9 for Design-Builder's deficiencies in the Work are not Owner's sole remedies, but are cumulative and may be exercised along with any other rights of Owner as permitted by law. For this contract, a labor dispute shall be defined as any slow-down or cessation of work. In the event of a labor dispute which results in a slow-down or cessation of work, the notice provisions of this Section shall not apply, but shall be governed by Section 5.3.6.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

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

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

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

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

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

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

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

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

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

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

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

§ 10.3 Hazardous Materials

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

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

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

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

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

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

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

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

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any

other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than ten days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than ten days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

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

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

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

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. The Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

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

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

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution.

§ 14.2.6 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.7 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. This Contract is nonassignable in whole or in part by Design-Builder, and an assignment shall be void without the prior written consent of Owner, which consent shall not be unreasonable withheld. The Design-Builder shall not assign any part of this Contract, or award any work under this Contract to any party without prior written approval from the Owner.

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

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

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

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

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

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

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

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

§ 15.8 Interpretation

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

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 16.1 Owner's Insurance

§ 16.1.1 Owner shall maintain its usual insurance for liability for claims which may arise from operations under the Contract and that will protect the Owner from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom.

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

§ 16.2 Performance And Payment Bond

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

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

§ 16.2.3 The Design-Builder shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

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

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

ARTICLE 17 MISCELLANEOUS

§ 17.1 Design-Builder agrees that all services and work performed under this Agreement are being performed as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Design-Builder, Design-Builder's employees, subcontractors, subcontractors' employees or any person supplied by Design-Builder in the performance of Design-Builder's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Design-Builder and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair

Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Design-Builder from its subcontractors, if any, on behalf of Owner.

§17.2 Retention of Records. Design-Builder shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law.

§17.3 Subcontracts The Design-Builder shall insert into all subcontracts the sections herein entitled “INSURANCE,” “RETENTION OF RECORDS,” and “INDEMNIFICATION.”

§17.4 General Compliance with Laws Design-Builder shall comply with applicable federal and state laws and local ordinances and regulations in providing services within the scope of this Agreement.

§17.5 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.

§17.6 Drug Free Workplace Act Design-Builder shall comply with the Illinois Drug Free Workplace Act as contained in the Illinois Compiled Statutes Ch. 30, Sec. 580/1 et seq.

§17.7 Freedom of Information Act

Design-Builder agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Design-Builder shall produce, without cost to the Owner, records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Design-Builder shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon Design-Builder’s failure to produce documents or otherwise appropriately respond to a request under the Act, then Design-Builder shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys’ fees and penalties.

§17.8 To the extent the following applies, Design-Builder shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation all building codes, the Americans With Disabilities Act, the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act, (775 ILCS 5/2-105), the rules and regulations of the Illinois Department of Human Rights, the Public Works Employment Discrimination Act (775 ILCS 5/10 et. seq.), and all laws and regulations pertaining to occupational and work safety. The Design-Builder’s signature on this document herein certifies that it had a sexual harassment policy in effect with complies with 775 ILCS 5/2-105.

§17.9 In the event of the Design-Builder’s non-compliance with the provisions of the foregoing Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights, the Design-Builder may be declared ineligible for future contracts or subcontracts and this Agreement may be canceled and voided in whole or in part and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the Owner in canceling this contract shall not be constituted as and does not constitute the Owner's consent to such a violation or the Owner's waiver of any rights it may have.

ARTICLE 18 SCOPE OF THE AGREEMENT

§ 18.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment.
- .3 Set forth in the Proposal dated 07/25/2022

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

OWNER *(Signature)*

Glen Ellyn Park District

(Printed name and title)

DESIGN-BUILDER *(Signature)*

Wight & Co.

(Printed name and title)



MEMO

August 11, 2022

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

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

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

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

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

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

Recommendations: Park District staff recommends after discussion, to advance the proposals to the September 6th Board Meeting for approval.



ABOUT

FGM Architects is an employee-owned professional service firm with an emphasis on service. Our projects respond to the goals of our clients, the context of their sites, the environment that sustains them and the communities they serve.



We practice architecture and interior design. Our projects touch all aspects of community life—learning, working, protecting, worshiping and playing. Learning takes place in our education projects, from early childhood facilities through high schools to colleges and universities. Working takes place in our public administration and private corporation facilities. Protecting is the main purpose of our police and fire stations. Worshiping takes place in our faith-based facilities. And playing occurs in our recreation centers and gymnasiums.

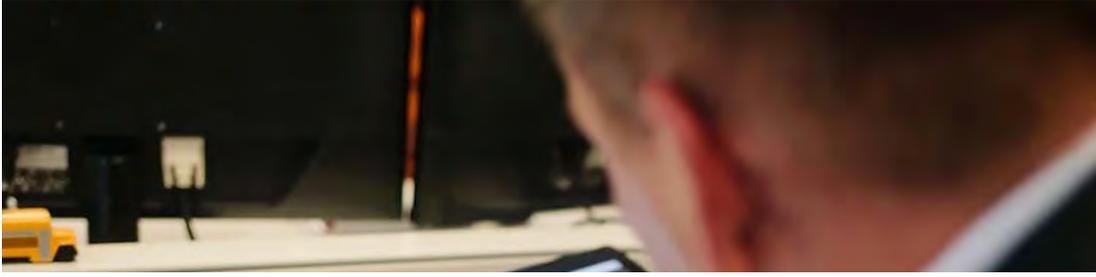
[Learn More About Our Work](#)

Our portfolio of projects has earned the firm significant recognition. We are particularly proud of the awards from client organizations, as they speak of our commitment to realizing their goals. FGMA has also been honored with the 2018 Northeastern Illinois Chapter of the American Institute of Architect's Distinguished Firm Award, recognizing our contributions to communities and to our profession.

Our offices are in Oak Brook, Chicago, O'Fallon, St. Louis, Austin, Reston and Milwaukee, but we work wherever our clients take us.



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Bramsen Animal Ambassador Pavilion

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Our Difference

Featherstone is a professional, personalized, full-service, project and construction management firm that is not affiliated with an architectural firm, engineering firm, or any type of construction company. This allows us to provide unbiased representation to our clients through the entire building process.

Our Services

DESIGN PHASE

During the preconstruction phase, Featherstone manages the design team in the client's interest to assure that the project will facilitate the client's...

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BIDDING PHASE

Once the design is completed and the project budget and schedule are aligned and approved, Featherstone organizes the contract documents and competitively...

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CONSTRUCTION PHASE

Our highly trained and experienced project team works together on the client's behalf to administrate the contract documents through the entire construction...

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POST CONSTRUCTION

Featherstone's job is not complete until all contract documents have been adhered to and the client is completely satisfied. We extensively walk...

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Contact us by phone at **630.737.1990** or by simply filling out the fields below.

AGREEMENT made as of the « Twentieth » day of « July » in the year « Twenty Thousand Twenty Two »

(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address, and other information)

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

and the Architect:

(Name, legal status, address, and other information)

«FGM Architects »« »
«1211 West 22nd Street, Suite 700 »
«Oak Brook, IL 60523 »
« »

for the following Project:

(Name, location, and detailed description)

«Glen Ellyn Park District – Frank Johnson Center »
«490 Kenilworth Avenue »
«Glen Ellyn, IL 60137 »

The Construction Manager:

(Name, legal status, address, and other information)

«Featherstone, Inc. »« »
«4610 Roslyn Road »
«Downers Grove, IL 60515 »
« »

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

« Glen Ellyn Park District Johnson Center Study – FGM Architect's

- Site Plan Concept 1 dated August 17, 2021
- Floor Plan – Concept 1 with notes dated August 17, 2021

»

§ 1.1.2 The Project's physical characteristics:

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

« Glen Ellyn Park District Johnson Center Study – FGM Architect's

- Site Plan Concept 1 dated August 17, 2021
- Floor Plan – Concept 1 with notes dated August 17, 2021

»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

« Featherstone, Inc. Concept Drawing Budget Summary dated May 27, 2022. Final project budget to be determined at the end of Schematic Design »

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

.1 Design phase milestone dates, if any:

« Schematic Design	August 2022 – September 2022 (2 months)»
Design Development	October 2022 – November 2022 (2 months)
Construction Document	December 2022 – February 2023 (3 months)
Bidding / Permitting	March 2023 – April 2023 (2 months)

.2 Construction commencement date:

« May 2023 »

.3 Substantial Completion date or dates:

« February 2024 »

.4 Other milestone dates:

« Not applicable »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

« Multiple Prime Contracts all publicly bid in one bid phase »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

« Multiple Prime Contracts all publicly bid in one bid phase »

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

« Not applicable »

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

« Mr. Nathan Troia »
« Superintendent of Planning and Natural Resources »
« Glen Ellyn Park District »
« 185 Spring Avenue »
« Glen Ellyn, IL 60137 »

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

«Not applicable »

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

« Featherstone, Inc. »
« 4610 Roslyn Road »
« Downers Grove, IL 60515 »

.2 Land Surveyor:

« To Be Determined »« »
« »
« »
« »
« »

.3 Geotechnical Engineer:

« To Be Determined »« »
« »
« »
« »
« »

.4 Civil Engineer:

Not applicable »« »
« »
« »
« »
« »

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

Construction Manager, Landscape Design, Audio/Visual, Telephone, Security »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

«Mr. Daniel T. Nicholas »
«FGM Architects »
«1211 West 22nd Street, Suite 700 »
«Oak Brook, IL 60523 »
« »
« »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«To be determined »« »
« »
« »
« »
« »

2 Mechanical Engineer:

« To be determined »« »
« »
« »
« »
« »

3 Electrical Engineer:

« To be determined »« »
« »
« »
« »
« »

§ 1.1.12.2 Consultants retained under Supplemental Services:

«Civil Engineering, Fire Protection, Interior Design »

§ 1.1.13 Other Initial Information on which the Agreement is based:

«Not applicable »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than «One Million » (\$ «1,000,000.00 ») for each occurrence and «Two Million Dollars » (\$ «2,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million » (\$ «1,000,000 ») combined single limit each accident ~~per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than «Five Hundred Thousand dollars » (\$ «500,000.00 ») each accident, «Five Hundred Thousand dollars » (\$ «500,000.00 ») each employee, and «Five Hundred Thousand » (\$ «500,000.00 ») policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Two Million dollars » (\$ «2,000,000.00 ») per claim and «Three Million dollars » (\$ «3,000,000.00 ») in the aggregate.

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

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

“2 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 Owner has the right to reject insurance written by an insurer it deems unacceptable.”

“3 Cross-Liability Coverage If Architect’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. Architect’s policy shall be primary and non-contributory to the Owner’s policy.

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

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF **ARCHITECT’S** BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, research applicable design criteria, attend Project meetings, reasonably requested by Owner, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner’s other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner’s other consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission or inconsistency, in such services or information, however, the Architect assumes no duty to discover such errors, omissions or inconsistencies.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager’s review and the Owner’s approval, a schedule for the performance of the Architect’s services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner’s review, for the Construction Manager’s review, for

the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall use professional care to respond to written publicly available applicable design requirements imposed by those authorities and entities having jurisdiction over the design of the Project. The Architect shall not be responsible for requirements with that of such governmental authorities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

~~§ 3.1.8 If the Architect's services involve making changes to an existing facility, the Owner shall furnish documentation, drawings and information on the existing facility upon which the Architect may rely for accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to cause to be performed any destructive testing or investigation of concealed or unknown conditions. In the event the documentation, drawings or information furnished by the Owner is inaccurate or incomplete, all resulting costs and expenses, including the cost of Additional Services of the Architect, shall be borne by the Owner. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs and expenses, including attorney's fees, arising out of or resulting from the drawings, documentation and information furnished by the Owner.~~

~~§ 3.1.9 If the Project involves remodeling and/or rehabilitation of an existing structure, certain assumptions regarding existing conditions are required to be made. Since some of these assumptions may not be verifiable within Owner's budget or without destroying otherwise adequate or serviceable portions of the Project, the Owner agrees that, except for specific tasks identified for the Architect to perform under the Agreement, the Owner shall reimburse the Architect as an Additional Service for changes, modifications, additions or alterations to the Construction Documents which may arise or result from unforeseen or concealed conditions. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs, damages and expenses arising from unforeseen or concealed conditions.~~

~~§ 3.1.10 The LEED Green Building Rating System and other similar environmental guidelines (collectively referred to as "LEED Guidelines") utilize certain design and usability recommendations for a project in order to promote an environmentally friendly and energy efficient facility. When LEED Guidelines are required by the Owner to be used for the Project, the Architect shall use professional care to interpret and apply the LEED Guidelines to the Project. The Owner acknowledges and understands that LEED Guidelines are subject to various and possibly contradictory interpretations and that compliance may involve factors beyond the control of the Architect, including such factors as Owner's use and operation of the completed Project. The Architect does not warrant or represent that the Project will achieve LEED certification or that the estimates of energy savings and costs relating to building or equipment operation will actually be realized by the Owner. The Architect shall not be responsible for any environmental or energy shortfalls or losses arising from the use and operation of the Project.~~

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare solely for the use by the Owner a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to gain a general understanding of the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. This work has been completed under a separate Contract.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. This work has been completed under a separate Contract.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents. Upon receipt of Owner's approval of the Schematic Design Documents, the Architect shall commence the Design Development Phase.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural,

structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. ~~The Architect shall provide one (1) exterior design concept to the Owner for approval as part of the Basic Services. Any additional design concepts shall be charged as an Additional Service in accordance with Architect 4.3.~~

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. Upon receipt of Owner's approval of the Design Development Documents, the Architect shall commence the Construction Documents Phase.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall use professional care to incorporate the written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project into the Construction Documents and the Construction Documents shall therefore reasonably comply with such publicly available and applicable laws, statutes, ordinances, codes, rules and regulations relating to the Architect's services and the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding/Negotiation Phase.

§ 3.4.6 The Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, errors and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omission shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.

§ 3.4.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, an error

in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for the additional construction costs for which the Architect is legally responsible in accordance with applicable law.

§ 3.4.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for only the additional costs related to adding the omitted item or element over and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents.

§ 3.4.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

~~The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction. The Architect shall make a recommendation in conjunction with the Construction Manager to the Owner as to which bidder in its professional judgment is the lowest responsible bidder.~~

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- ~~1 facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~2 organizing and conducting a pre bid conference for prospective bidders;~~
- 3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- ~~4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.5.2.4 If the lowest bona fide bid by a responsible bidder satisfactory to the Owner for the construction of the project pursuant to the approved drawings and specifications for the project exceeds by more than ten percent (10%) the total of the construction cost of the project as set forth in the approved budget or most recent approved estimate of probable construction costs preceding bidding, then the Architect shall revise the drawings and specifications to reduce or modify the scope, quality or quantity, or both, of the Work, as requested by the Owner, bearing in mind the Owner's programming priorities, so that the total construction cost of the project will not exceed the total construction cost set forth in the approved budget or approved estimate of probable construction costs by more than ten percent (10%).

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:~~

- ~~1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;~~
- ~~2 organizing and participating in selection interviews with prospective Contractors;~~

- ~~3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and~~
- ~~4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, to the extent required by this Agreement, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement in writing to include such modifications. The terms and conditions of this Agreement shall govern and control the Architect's services on the Project

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for jobsite safety, including, but not limited to safety precautions and programs in connection with the Work or compliance with any safety laws, standards, rules, regulations or guidelines governing the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsible for construction barricades, barriers, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the as required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner and Construction Manager the rejection of Work that does not conform to the Contract Documents, reject such Work as directed by the Owner and shall notify the Construction Manager about the rejection. Subject to the Owner's written approval whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the

provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from the failure to complete Work in accordance with the Contract Documents

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment for final approval by the Owner. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

1. Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
2. Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment. Architect shall only issue a certificate of final payment to Contractor upon Contractor's submittal of all warranties and guarantees to Architect as required by the Contract Documents.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and take other appropriate action upon, the Architects' requested ~~Contractors'~~ submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Regardless of the review, notations, or markups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. Subject to the terms of Article 3.6.4.2 the Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect for information purposes only. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect and its consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work under this Article 3.6.5.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work observed by the Architect complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check overall conformance of the Work observed with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the punch lists submitted by the Construction Manager and Contractors of Work to be completed or corrected. The presence of Owner shall neither be construed as approval of the Work, nor as the waiver of any rights of the Owner against the Architect or Contractors.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 4.1.1.1 Assistance with selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Owner / Architect
§ 4.1.1.3 Multiple preliminary designs	Not provided
§ 4.1.1.4 Measured drawings	Not provided
§ 4.1.1.5 Existing facilities surveys	Not provided
§ 4.1.1.6 Site evaluation and planning	Owner / Architect

§ 4.1.1.7	Building Information Model management responsibilities	Not provided
§ 4.1.1.8	Development of Building Information Models for post construction use	Not provided
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Owner
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	Not provided
§ 4.1.1.13	Cost estimating	Not provided
§ 4.1.1.14	On-site project representation	Architect
§ 4.1.1.15	Conformed documents for construction	Not provided
§ 4.1.1.16	As-designed record drawings	Not provided
§ 4.1.1.17	As-constructed record drawings	Not provided
§ 4.1.1.18	Post-occupancy evaluation	Not provided
§ 4.1.1.19	Facility support services	Not provided
§ 4.1.1.20	Tenant-related services	Not provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22	Telecommunications/data design	Owner
§ 4.1.1.23	Security evaluation and planning	Owner
§ 4.1.1.24	Commissioning	Not provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26	Historic preservation	Not provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Owner / Architect
§ 4.1.1.28	Other services provided by specialty Consultants	Not provided
§ 4.1.1.29	Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«Not applicable »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«Not applicable »

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in

accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 ~~Preparation for, and attendance at, more than one (1) a public presentation, meeting or hearings other than Owner's board meetings;~~
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .15 Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Contract Documents;
- .16 Services related to regional storm water studies not required for the specific design requirements of this Project; or
- .17 ~~Services related to building permitting in excess of sixteen (16) hours.~~

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice beyond the services performed:

- .1 ~~Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;~~

- 2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- 3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- 5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.
- 6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 calendar days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 «Two » («2 ») reviews of each Architect's Requested Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- 2 «Two » («2 ») visits per month to the site by the Architect during construction as defined in the Preliminary Project Schedule dated May 27, 2022
- 3 «Two » («2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 «Two » («2 ») inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «Twenty » («20 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs, including design changes necessitated by unforeseen conditions or concealed conditions, or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth herein. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of

all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

~~§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

~~§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17 The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of services performed by Owner's consultants even if Owner contends the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultant.

§ 5.18 If the Owner deviates from or authorizes deviations, recorded or unrecorded, from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

§ 5.19 The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-232 General Conditions of the Contract for Construction, 2019 Edition.

§ 5.20 The Owner shall include in all contracts for construction the requirement that the contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the Contractor(s) for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. At the commencement of construction, the design contingency shall be reduced to three (3%) percent of the construction budget to cover ambiguities, inconsistencies, incompleteness, errors or omissions in the drawings, specifications or other documentation furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or commissions both exceed the contingency and constitute a breach of the standard of care set forth herein. The

Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review but in no even shall the Architect be liable if the bids of Cost of Work exceeds the estimate or the Owner's budget.

~~§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, as an Additional Service shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, and for information purposes only in connection with any alteration or addition to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, or if the Architect is terminated without cause as provided in Article 9.5, the license granted in this Section 7.3 shall terminate for any instruments of service delivered in any phase that have not been paid for by the Owner; however, Owner's license is irrevocable for any instruments and work delivered and paid for by Owner.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, or obtaining the written consent of the Architect, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses, costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.6.1 The official Instruments of Service are the signed and sealed Drawings and Specification issued in paper format for use in connection with the Project.

§ 7.6.2 The Architect may, in its sole discretion, provide for use to Owner and/or Construction Manager from time to time upon request by Owner and/or Construction Manager for their convenience, the Architect's Building Information Model ("BIM") and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.6.3 The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and the Owner and Construction Manager acknowledge that such Electronic Instruments of Service may not be final or complete. The Owner and Construction Manager acknowledges that use by Owner and/or Construction Manager or their Contractors of the Electronic Instruments of Service is at their own sole risk and responsibility. Under no circumstances shall such Electronic Instruments of Service be used on other projects, for additions to the Project or completion of this Project by another design professional without the written consent of the Architect. Any such use or reuse by the Owner and/or Construction Manager or others without the written consent of the Architect for the specific purpose intended shall be at each of their sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses and expenses, including attorneys fees, arising out of or resulting from the Owner and/or Construction Manager's use or reuse of Electronic Instruments of Service or any use in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

§ 7.6.4 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not have responsibility or liability in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner and/or its Construction Manager is at their sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the Owner and/or its Construction Manager in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner

and/or its Construction Manager. The Owner's and/or its Construction Manager's right to use Electronic Instruments of Service or to use the paper Instruments of Services prepared by the Architect is conditional upon the Owner in full compliance with its obligations under this Agreement.

§ 7.6.5 The Owner and/or its Construction Manager acknowledge and understand that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, model, or alternate system, format or version by the Owner and/or its Construction Manager may not be accomplished without the introduction of inexactitudes, anomalies, or errors. In the event the Electronic Instruments of Service provided are so used or converted, the Owner agrees to assume all risks associated therewith and releases the Architect from such responsibility, and to the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, liabilities, losses, damages and expenses, including, but not limited to, attorney's fees, arising in connection therewith.

§ 7.6.6 The electronic data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2012 or Revit Architecture 2012 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the Electronic Instruments of Service.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Owner shall name or require that its contractor(s) name the Architect as an additional insured under any Builders Risk or property insurance policy maintained on the Project.

§ 8.1.3

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner 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 the Architect's 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 therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Architect, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or 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. Architect shall similarly protect, indemnify and hold and save harmless the Owner, 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 Architects' breach of any of its obligations under, or Architect's default of, any provision of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

§ 8.1.4 The Architect and Owner waive consequential damages including, without limitation, lost profits, lost revenues, delay damages, loss of market, financing changes, interest and overhead, for claims, disputes or other matters in question arising out of or relating to this Agreement or the services provided. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement that does not involve claims by or against Third Parties shall be subject to mediation as a condition precedent to ~~binding litigation dispute resolution~~. Prior to the initiation of mediation, on written notice of either party to the other of an intent to mediate a dispute under this Agreement, each party shall designate a representative and shall meet within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth herein.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them not involving claims by or against Third Parties by nonbinding mediation, which, unless the parties mutually agree otherwise, shall be administered by JAMS in Chicago, Illinois ~~the American Arbitration Association~~ in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation ~~a complaint or other appropriate demand for binding dispute resolution~~ but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

« »

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. The Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption. Upon resumption of the Architect's services, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than 30 days for reasons other than the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. If the Project is suspended for more than 90 days for reasons other than the fault of the Architect, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than one hundred twenty (120) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~1 Termination Fee:~~

~~«»~~

~~2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~«»~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement, not defined herein shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives non-public information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

10.10 Independent Contractor

“Architect agrees that all services and work performed under this Agreement are being performed by Architect as an independent contractor and not as an employee or agent of Owner. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Owner and Architect, Architect's employees, subcontractors, subcontractors' employees or any person supplied by Architect in the performance of Architect's obligations under this Agreement and does not entitle said persons to rights or benefits from Owner normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Architect and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Owner with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Architect from its subcontractors, if any, on behalf of Owner.”

10.11 Retention of Records

“Architect and any subcontractor shall keep and maintain accurate books of record and account,” in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Agreement, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Agreement and shall make all such materials available at the office of the Owner at any reasonable time during the term of this Agreement and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Architect or termination of this Agreement for audit, inspection and copying upon Owner's request.”

10.12 Subcontracts

“The Architect shall insert into all subcontracts the paragraphs herein entitled “INSURANCE,” “RETENTION OF RECORDS,” and “INDEMNIFICATION.”

10.13 General Compliance with Laws

“Architect shall comply with applicable federal and state laws and local ordinances and regulations in providing services within the scope of this Agreement.”

10.14 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.”

10.15 Drug Free Workplace Act

“Architect shall comply with the Illinois Drug Free Workplace Act as contained in the Illinois Compiled Statutes Ch. 30, Sec. 580/1 et seq.”

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

~~.1 Stipulated Sum
(Insert amount)~~

« »

.2 Percentage Basis
(Insert percentage value)

«Seven and One Half Percent » («7.5 ») % of the Architect’s Assigned Construction Value ~~Owner’s budget for the Cost of the Work~~, as calculated in accordance with Section 11.6—based upon Featherstone, Inc. Concept Drawing Budget Summary dated May 27, 2022

General Construction	\$4,984,232	
General Conditions	\$ 99,685	
Construction Manager	\$ 603,039	
Design Contingency	\$ 498,423	
Total Assigned Construction Value	\$6,185,379	
Basic Service Compensation	\$6,185,379	(Arch,S,MEP, FP)
Percentage Basis	7.5%	
Total Basic Services Compensation	\$ 463,903	
Civil Engineering	\$ 60,000	(Allowance)
Interiors / FFE	\$ 25,000	(Lump Sum Fee)

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Preparation for, and attendance at, a public presentation, meeting(s) or hearing(s); »
 \$ 8,000 (Hourly Not to Exceed)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Ten » percent («10 » %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Ten »	percent («10 »	%)
Design Development Phase	«Twenty »	percent (« 20 »	%)
Construction Documents Phase	«Forty »	percent («40»	%)
Procurement Phase	«Five »	percent («5 »	%)
Construction Phase	«Twenty Five »	percent («25 »	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted periodically in accordance with the Architect's and Architect's consultants' normal review practices.

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

« »

Employee or Category	Rate (\$0.00)
Principal	\$250 / Hour
Arch IV	\$220 / Hour
Arch III	\$175 / Hour
Arch II	\$145 / Hour
Arch I	\$105 / Hour
Interior Designer IV	\$215 / Hour

Interior Designer III	\$170 / Hour
Interior Designer II	\$145 / Hour
Interior Designer I	\$100 / Hour
Project Administrator	\$100 / Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.
- .13 Creation of digital base drawings if not available by Owner.
- .14 Construction Manager’s Web Based Project Management Services

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus «Ten » percent («10 » %) of the expenses incurred.

§ 11.9 Architect’s Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

«Not applicable »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

~~§ 11.10.1.1 An initial payment of «Zero » (\$ «0.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.~~

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid «Thirty » (

«30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«One and One Half » % «1.5 »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

§ 12.1 The Owner and Architect have reviewed the risks, rewards and benefits of the Project to each and the Architect's total compensation for services. The Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all claims, damages, losses, and expenses of any kind and nature, whether in tort, contract or otherwise, arising out of this Agreement or the services provided by the Architect shall not exceed the available insurance proceeds covering such liability.

§ 12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§ 12.3 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the following addresses:

Architect:

Owner:

FGMArchitects, Inc.

1211 West 22nd Street, Suite 700
Oak Brook, Illinois 60523

12.4

The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidders, bidding forms, bidding requirements, and supplementary conditions in sufficient time to permit any changes deemed necessary by owner prior to their being published and available to the bidding public.

12.5

Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's work, other than as they relate to the Owner's general programming goals, and therefore shall not create any liability on the part of the Owner for errors, omissions or inconsistencies or other fault in the Architect's work. However, Owner's approval at the end of each phase shall represent approval for the architect to move to the next phase of work and Owner shall be liable for additional compensation due under the terms hereof for Owner initiated changes.

12.6

To the extent the following applies, Architect shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation all building codes, the Americans With Disabilities Act, the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act, (775 ILCS 5/2-105), the rules and regulations of the Illinois Department of Human Rights, the Public Works Employment Discrimination Act (775 ILCS 5/10 et. seq.), the Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety. The Architect's signature on this document herein certifies that it had a sexual harassment policy in effect which complies with 775 ILCS 5/2-105. Architect makes no warranties, express or implied.

12.7

In the event of the Architect's non-compliance with the provisions of the forgoing Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights, the Architect may be declared ineligible for future contracts or subcontracts and this Agreement may be canceled and voided in whole or in part and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the Owner in canceling this contract shall not be constituted as and does not constitute the Owner's consent to such a violation or the Owner's waiver of any rights it may have.

12.8

Architect agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Architect shall produce, without cost to the Owner, records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. To the extent permitted by law, the Owner shall seek reimbursement from the requesting party for the costs incurred by the Architect in responding to a request. If additional time is necessary to compile records in response to a request, then Architect shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon the Architect's failure to produce documents or otherwise appropriately respond to a request under the Act, then Architect shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 FGM Architects Glen Ellyn Park District Johnson Center Study Site Plan – Concept 1 dated August 17, 2021
- .3 FGM Architects Glen Ellyn Park District Johnson Center Study Floor Plan – Concept 1 dated August 17, 2021
- .4 Featherstone, Inc. Concept Drawing Budget Summary dated May 27, 2022. Final project budget to be determined at the end of Schematic Design
- ~~.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203–2013 incorporated into this Agreement.)~~

<< >>

3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235 2019 incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if applicable)

ARCHITECT (Signature)

(Printed name, title, and license number, if applicable)

AGREEMENT made as of the «Eight » day of «August » in the year «Two Thousand Twenty-Two »

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

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

and the Construction Manager:

(Name, legal status, address, and other information)

«Featherstone, Inc. »
«4610 Roslyn Road »
«Downers Grove, IL 60515 »
« »
« »

for the following Project:

(Name, location, and detailed description)

«Frank Johnson Center»
«Glen Ellyn Park District »
«490 Kenilworth Ave.
Glen Ellyn, IL 60137 »

The Architect:

(Name, legal status, address, and other information)

«FGM Architects »
«1211 22nd St Suite 700 »
«Oak Brook, IL 60523 »
« »
« »

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER’S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER’S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER’S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner’s program for the Project:

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

«Glen Ellyn Park District Johnson Center Study – FGM Architect’s
• Site Plan Concept 1 dated August 17, 2021
• Floor Plan – Concept 1 with notes dated August 17, 2021
»

§ 1.1.2 The Project’s physical characteristics:

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

« Glen Ellyn Park District Johnson Center Study – FGM Architect’s
• Site Plan Concept 1 dated August 17, 2021
• Floor Plan – Concept 1 with notes dated August 17, 2021
»

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

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

« Featherstone, Inc. Concept Drawing Budget Summary dated May 27, 2022. Final project budget to be determined at the end of Schematic Design »

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

.1 Design phase milestone dates, if any:

«Frank Johnson Center Preliminary Project Schedule dated May 27, 2022 with the final project »

.2 Construction commencement date:

« Frank Johnson Center Preliminary Project Schedule dated May 27, 2022 »

.3 Substantial Completion date or dates:

« Frank Johnson Center Preliminary Project Schedule dated May 27, 2022 »

.4 Other milestone dates:

« Frank Johnson Center Preliminary Project Schedule dated May 27, 2022 »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

« Multiple Prime Contracts all publicly bid in one bid phase »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

« Multiple Prime Contracts all publicly bid in one bid phase »

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

«Not applicable »

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

«Not applicable »

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

«Mr. Nathan Troia »
«Superintendent of Planning and Natural Resources »
«Glen Ellyn Park District »
«185 Spring Avenue »
«Glen Ellyn, IL 60137 »

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

«Not applicable »

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

- .1 Land Surveyor:
« To Be Determined »
- .2 Geotechnical Engineer:
« To Be Determined »
- .3 Civil Engineer:
« To Be Determined »
- .4 Contractors, as defined in Section 1.4:
« Not applicable »
- .5 Separate Contractors, as defined in Section 1.4:
« Not applicable »
- .6 Other, if any:
(List any other consultants retained by the Owner.)
« Not applicable »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

« Mr. Thomas Featherstone »
« Featherstone, Inc. »
« 4610 Roslyn Road »
« Downers Grove, IL 60515 »

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

« To Be Determined »

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

« All scope of services will be provided by in house staff »

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

« Not applicable »

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

« Not applicable »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the

Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION **MANAGER'S** RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than «Two Million » (\$ «2,000,000 ») for each occurrence and «Four Million » (\$ «4,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than «One Million » (\$ «1,000,000 ») Combined single limit each accident

§ 2.8.3 Umbrella liability insurance with limits of liability of no less than \$2,000,000 each occurrence and in the aggregate. The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «One Million » (\$ «1,000,000 ») each accident, «One Million » (\$ «1,000,000 ») each employee, and «One Million » (\$ «1,000,000 ») policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Two Million » (\$ «2,000,000 ») per claim and «Two Million » (\$ «2,000,000 ») in the aggregate.

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

.1 Cross-Liability Coverage. If any of Construction Manager's policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage."

.2 Subcontractors. The Construction Manager shall cause each subcontractor employed by Construction Manager to purchase and maintain insurance of the type specified above. When requested by the Owner, Construction Manager shall furnish copies of certificates of insurance and endorsements evidencing coverage for each subcontractor.

§ 2.8.7 The Construction Manager shall provide certificates of insurance and applicable endorsements to the Owner that evidence compliance with the requirements in this Section 2.8 for all coverages. The Owner, Architect and each of their officers, directors, commissioners, and employees shall be named as additional insureds on the Commercial General Liability, Automobile Liability, Umbrella and Excess insurance required of the Construction Manager. The Construction Manager shall provide written notice to the owner if any of the coverages identified in the Certificate of Insurance is canceled or allowed to expire. If any of the foregoing insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with the Construction Manager's transmittal of the final Application for Payment to the Owner.

§ 2.8.8 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by (1) allowing any work to commence before receipt of certificates of insurance or additional insured endorsements; (2) by failing to review any certificates or documents received; or (3) by failing to advise the Construction Manager that any certificate of insurance or additional insured endorsement fails to contain all of the required insurance provisions or is otherwise deficient in any manner. The Construction Manager agrees that the obligation to provide the insurance required by this Agreement is solely its responsibility and that its obligation cannot be waived by any act or omission of the Owner.

§ 2.8.9 Nothing contained in this Agreement is to be construed as limiting the liability of the Construction Manager. The Owner does not, in any way represent that the coverages or limits of insurance specified are sufficient or adequate too protect the Owner, Architect or the Construction Manager, but are merely minimums. The obligations of the Construction Manager to purchase insurance shall not in any way limits its obligation to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which was not covered by the Construction Manager's insurance.

§ 2.8.10 In the event the Construction Manager fails to furnish and maintain the insurance required by this Agreement, the Owner may purchase such insurance on behalf of the Construction Manager, and the Construction Manager shall pay the cost thereof to the Owner upon demand or shall have such cost deducted from any payments due to the Construction Manager. The Construction Manager agrees to furnish the Owner the information needed to obtain such insurance.

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION **MANAGER'S** BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect. This work has been completed under a separate agreement. The Preconstruction Phases services include the preparation of a detailed cost estimate at the conclusion of the Schematic Design Phase and along with the Tasks as further defined within the attached CM Fee Summary and CM Fee Detail dated June 1, 2022, and shall supersede Article 3.2 of this agreement.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. This work has been completed under a separate agreement.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: a Project schedule, (3) one cost estimate at the end of Schematic Design, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents. This work has been completed under a separate agreement.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, , the Construction Manager shall prepare an estimate of the Cost of the Work at the conclusion of the Schematic Design . The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. The agreement includes one detailed estimate at the end of Schematic Design.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for the purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibility for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi- governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Schematic Design Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement. The Construction Manager shall be in present on the project site on a periodic basis during the active performance of the Work, and at such other times as Construction Manager determines is reasonably required for the performance of the Construction Manager's services. Notwithstanding the foregoing, in no event shall the Construction Manager perform any Construction Phase Services set forth in this Section 3.3 unless and until the parties have executed an amendment to this Agreement authorizing the Construction Manager to perform some or all of such services.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect. The Construction Manager shall update the Owner as to the actual progress of construction and compare the actual progress to the construction schedule on at least a monthly basis.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities monthly as part of the Progress Payment Report which the Construction Manager will certify and submit monthly. Cost Reports for the overall project will also be reported monthly in the form of a Cost Model Report which will include the original budget, contract amounts, and approved change orders to date, adjusted contract amounts, pending costs, and total commitment on a contract-by-contract basis.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 If specifically requested by Contractor, progress payments will be reviewed monthly as the Work progresses. No later than the 25th day of each month Contractor shall submit to the Construction Manager for approval a detailed estimate of the value of the Work done and materials furnished during such month
- .2 The Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the

Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Owner.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the

Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly, coordinate submittals with information contained in related documents, and transmit to the Architect for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager coordinate those requirements with s other Contractors.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

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

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Cost summary, comparing actual costs to updated cost estimates; and

§ 3.3.22 Utilizing and relying on the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, Owner, and Architect, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect and the Owner in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager along with the Owner and Architect shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Owner a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

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

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

§ 3.3.31 The Construction Manager shall manage the provisions of facilities, equipment, materials, and services which are for common use by the contractors and any other General Conditions items for the Owner.

§ 3.3.32 All contracts for purchase of supplies, materials or work in excess of \$30,000 must be publicly bid by the Owner and awarded to the lowest qualified bidder, considering conformity with the Contract Documents, terms of delivery, quality and serviceability and all other factors which the law permits to be considered in the determination of the lowest responsible bidder. The Construction Manager shall not categorize or divide the Work in order to avoid bidding requirements.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table

below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner
§ 4.1.1.3 Commissioning	Not provided
§ 4.1.1.4 Development of a commissioning plan	Not provided
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner / Construction Manager
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Owner / Construction Manager
§ 4.1.1.8 Assistance with site selection	Not provided
§ 4.1.1.9 Assistance with selection of the Architect	Not provided
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Not provided
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Not provided
§ 4.1.1.14 Stakeholder relationships management	Owner
§ 4.1.1.15 Owner moving coordination	Owner / Construction Manager
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«Not applicable »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« Not applicable»

§ 4.2 Construction **Manager's** Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services that extend beyond the Preliminary Project Schedule dated May 27, 2022 at no fault of the Construction Manager, The Construction manager , shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed per the Preliminary Project Schedule dated May 27, 2022, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services. . The Preliminary Project Schedule dated May 27, 2022, may be adjusted as required after approval of Construction Documents only after the parties have executed an amendment to this Agreement.

ARTICLE 5 **OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect’s scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager’s services.

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

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner’s responsibility in Section 4.1.1.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service or any fault or defect in the Construction Manager’s services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner’s own forces, and to award contracts in connection with the Project which are not part of the Construction Manager’s responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager’s ability to perform the Construction Manager’s responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

§ 5.19 Owner will require that each of the Multiple Prime Contractors name the Construction Manager an additional insured on their general liability, automobile liability and excess or umbrella liability insurance policies, on a primary and non-contributory basis, and at least to the same extent and pursuant to the same requirements that Owner be named an additional insured on such policies.

§ 5.20 Construction Manager shall be entitled to rely on the accuracy and completeness of information provided by Owner under this Article 5.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3

To the fullest extent of the law, the Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against all claims, damages, losses, expenses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent or wrongful acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The indemnification obligation under this paragraph shall not be limited in any way on the amount or type of damages, compensation or benefits payable by the Construction Manager under Workers' Compensation or employee or disability benefit acts.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1

The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by nonbinding mediation, upon which, the parties mutually agree. The parties shall mutually agree in writing to the mediator to hear the dispute. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. This paragraph shall not apply to claims involving 3rd parties.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by nonbinding mediation, which, unless the parties mutually agree otherwise, shall be administered by JAMS in Chicago, Illinois in accordance with its Construction Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[] Litigation in a court of competent jurisdiction

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for reasons other than the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules as set forth in the attached Preliminary Project Schedule dated May 27, 2022, shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager

for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, subject to review and modification of the same except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 To the extent the following applies, the Construction Manager shall reasonably comply with federal, state and local laws, rules and regulations applicable to its services, including all building codes, the Americans with Disabilities Act, the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act, (775 ILCS 5/2-105), the rules and regulations of the Illinois Department of Human Rights, the Public Works Employment Discrimination Act (775 ILCS 5/10 et. seq.) and all laws and regulations pertaining to occupational and work safety. The Construction Manager's signature on this Agreement herein certifies that it has a sexual harassment policy in effect which complies with 775 ILCS 5/2-105. Construction Manager shall comply with the Illinois Prevailing Wage Act and ensure that Prime Contractors are aware of their obligations under the Act and the duty to use the most current approved rates of wages as found on the IDOL website:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2019-Rates.aspx>

Construction Manager and all contractors and subcontractors shall also file all reports and certified payrolls with the State of Illinois as required by the Statute.

§ 10.11 In the event of the Construction Manager's non-compliance with the provisions of the foregoing Equal Employment Opportunity clause, the Illinois Human Rights Act or the rules and regulations of the Illinois Department of Human Rights, the Construction Manager may be declared ineligible for future contracts or subcontracts and this Agreement may be canceled and voided in whole or in part and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the Owner in canceling this Agreement shall not be constituted as and does not constitute the Owner's consent to such a violation or the Owner's waiver of any rights it may have.

§ 10.12 The Construction Manager agrees to maintain all records and documents for this project of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et. seq. In addition, the Construction Manager shall produce, without cost to the Owner, records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then the Construction Manager shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

1	Pre-Construction Phase Services	
2	Subtotal Planing and Design Phase:	13,950
3	Subtotal Bidding and Negotiation Phase Services:	24,000
4	Subtotal Pre-Construction Services	<hr/> 37,950

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

1 Construction Phase Services		
2	Construction Management Fee @2.5% of Construction Hard Cost	152,019
3	General & Professional Liability @ .83% of Construction Hard Cost	0
4	Construction Staff General Requirements Subtotal Based on (9) Month Project Duration:	330,200
5	Subtotal Construction Phase Services:	482,219

Construction Phase Services are based on the Preliminary Project Schedule dated May 27, 2022, the CM Fee Summary and CM Fee Detail dated June 1, 2022.

§ 11.2 For the Construction Manager’s Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Not applicable »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

- Project Executive \$ 250/Hour
- Project Manager \$ 150/Hour
- Site Superintendent \$ 150/Hour
- Project Administrator \$ 75/Hour
- Field Superintendent Full Time \$24,000/Month
- Construction Hard Cost 3.33 %

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus « » percent (« » %), or as follows:

(Insert amount of, or basis for computing, Construction Manager’s consultants’ compensation for Supplemental or Additional Services.)

« »

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager’s consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager’s and Construction Manager’s consultants’ normal review practices.

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

« »

Employee or Category	Rate (\$0.00)
Project Executive	\$250/Hour
Project Manager	\$150/Hour
Field Superintendent	\$150/Hour
Project Administrator	\$75/Hour
Field Superintendent	\$24,000/Month

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Professional photography, and presentation materials requested by the Owner;
- .7 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .8 All taxes levied on reimbursable expenses;
- .9 Site office expenses; and including a trailer, field office equipment, field office supplies, field office phone, , and internet access, mobile phone for the Field Manager and Project Manager, utility services, potable water for the field office staff
- .10 Procure's Web Based Project Management Services
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus «Ten » percent («10 » %) of the expenses incurred.

§ 11.7 Construction **Manager's** Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

«Not applicable »

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of «Zero » (\$ «0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «Thirty » («30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

«One and one half » % «1.5 »

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Notwithstanding anything to the contrary in this Agreement, the Construction Manager shall not proceed with, or be compensated for, any phase of the Work unless the Construction Manager requests and obtains the Owner's written authorization to proceed with such phase. The following phases of the Work shall require such advance authorization:

- Bidding and Award Phase Service
- Construction Phase

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

1. AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
2. FGM Architects Glen Ellyn Park District Johnson Center Study Site Plan – Concept 1 dated August 17, 2021
3. FGM Architects Glen Ellyn Park District Johnson Center Study Floor Plan – Concept 1 dated August 17, 2021
4. Featherstone, Inc. Preliminary Project Schedule dated May 27, 2022. Final project schedule to be determined at the end of Schematic Design
5. Featherstone, Inc. Concept Drawing Budget Summary dated May 27, 2022. Final project budget to be determined at the end of Schematic Design
6. Featherstone CM Fee Summary and CM Fee Detail dated June 1, 2022

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

OWNER *(Signature)*

« »« »

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

«Thomas Featherstone »«President »

(Printed name and title)



MEMO

August 11, 2022

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

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

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

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

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

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

Recommendations: Park District staff recommends after discussion, to advance the proposals to the September 6th Board Meeting for approval.

August 8, 2022

Nathan Troia
Superintendent of Planning and Natural Resources
Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, Illinois 60137

RE: Lenox Road Park

Dear Nate,

Thank you for asking Hitchcock Design Group (HDG) to submit this design and engineering services proposal for your Lenox Road Park implementation project. We look forward to continuing our work with you and the Glen Ellyn Park District on this important engagement.

PROJECT UNDERSTANDING

Based on our discussions with you, we understand that you would like us to lead the design development and construction documentation of the “Ackerman Park – Lenox Site Addition” concept plan. The project was recently awarded a \$400,000 Open Space Land Acquisition and Development grant from the Illinois Department of Natural Resources (IDNR) to help supplement the project’s \$939,300 budget. It’s your intent to complete the final design work in 2022 and competitively bid the construction contract in Q1 2023.

The Park District will lead the efforts during permitting, bidding and negotiation, and construction administration & observations, but we’ve included some support tasks in this proposal for those phases. Please see the attached Scope of Services for our step-by-step approach.

SCOPE OF SERVICES

Based on our understanding, we propose the following fees to complete the services summarized below and described in greater detail in the attached Scope of Service.

Final Design Services:	
Program and Analysis Phase, Design Development Phase, Construction Documentation Phase:	Fixed fee: \$65,000
Wetland Delineation:	Fixed fee: \$3,800
Structural Engineering (boardwalk abutments):	Fixed fee: \$5,500
Permitting Phase Services:	
Village Stormwater Permit application and USACE / DuPage County:	Hourly NTE: \$9,500
IEPA NDPES Permit:	Fixed fee: \$1,500
Construction Phase Services:	
Bidding and Negotiation Phase, Construction Administration Phase, Construction Observation Phase:	Hourly NTE: \$12,500

Reimbursable expenses (printing, mileage, presentation boards, and delivery services) will be invoiced in addition to the professional service fees.

PROJECT TEAM

I will be the Principal-in-charge of the project and be responsible for guiding our team and managing the quality of our services. Senior Associate Doug Fair will be our Project Manager and will be responsible for routine project communications and the coordination between us, our sub-consultants, and you. Doug and I will be joined by a deep bench of designers and technicians in our Recreation Studio.

Hey & Associates will join our team and be responsible for the wetland delineation and jurisdictional determination, and the site civil and water resources engineering. McCluskey Engineering will join our team and be responsible for the boardwalk abutment structural engineering.

If you find this proposal acceptable, please sign and execute per the below authorization. A counter signed copy will be returned for your files. Thanks again, for the opportunity to continue working with you and the Glen Ellyn Park District.

Sincerely,
Hitchcock Design Group



Steve Konters, PLA, ASLA
Senior Principal

To authorize this work, please sign and return this Agreement to Hitchcock Design Group. A countersigned agreement will be returned to you. Thank you for your business!

Accepted: _____
Dave Harris, Executive Director Date

Accepted: _____
Steve Konters, Senior Principal Date

Enc: Scope of Services
Standard Terms and Conditions



Scope of Services Lenox Road Park

FINAL DESIGN SERVICES

The goal for this part of the agreement is to finalize the design, opinion of probable cost, and documentation suitable for permit applications, bidding & negotiations, and construction.

A. Program and Analysis Phase

Objective: The objective is to confirm the project's design program, priorities if costs become a challenge, maintenance considerations, permit requirements, equipment standards, and schedule.

Process: Specifically, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff]** Conduct a **Kick-off and Programming Workshop** with client representatives and the other project team members confirming:
 - a. Design program and priorities
 - b. Project team structure and responsibilities
 - c. Anticipated permitting requirements and timelines
 - d. Available data and data gathering needs
 - e. Budgeted costs
 - f. Schedule
2. **Identify Jurisdictional Interests** by discussing the project with representatives of appropriate constituent and regulatory groups including:
 - a. Village of Glen Ellyn (storm water)
 - b. USACE Nationwide Permit as administered by DuPage County (for wetland impacts at ravine crossing)
 - c. IEPA (NPDES permit)
3. **Collect Data** for the project area and the immediate surroundings including:
 - a. Topographic survey – provided by client
 - b. Soil borings and geotechnical analysis – provided by client
 - c. Documentation illustrating storm water capacity availability in existing basin
 - d. National wetland inventory map and waters of the United States
 - e. Flood Insurance Rate Map information
4. **Photograph the Project Area** and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
5. **(OPTIONAL SERVICE #1):** Provide an **On-Site Wetland Delineation** and jurisdictional determination using USACE Wetland Delineation Manual methodology and to prepare natural systems report to be used with the permit application that includes:
 - a. Observed vegetative, hydrologic and soil characteristics, dominant species and Swink, Floyd and Wilhelm quality values
 - b. Aerial photography
 - c. Representative site photography
 - d. Regulatory constraints and permit requirements in accordance with State and Federal statutes
 - e. Jurisdictional Determination application
6. Prepare **Base Maps** at Appropriate Scales using the inventoried data and the and topographic survey Provided by the Park District.



7. Prepare a written **Project Program** that includes:
 - a. Project design program
 - b. Jurisdictional factors
 - c. Budget information
 - d. Project Schedule

8. **Review the Program and Analysis** by forwarding the written Project Program and discussing with client representatives and other project team members.

Deliverables: **Base Maps, Written Project Program**

B. Design Development Phase

Objective: The objective is to reach consensus with the client and jurisdictional authorities on the final design, probable cost and construction strategy for the proposed improvements.

Process: Following your confirmation of the design program and priorities, the Hitchcock Design Group team will:

1. **Finalize the Design** including size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
 - a. Pedestrian circulation features
 - b. Pickleball courts and amenities
 - c. Boardwalk ravine crossing
 - i. structural engineering by others if needed
 - d. Prefabricated open air 40'x40' shelter and a multi-purpose shelter
 - i. **ELECTRICAL IMPROVEMENTS NOT INCLUDED**
 - ii. footing design by selected manufacturer(s)
 - e. ADA nature trails
 - f. Outdoor education classroom
 - g. Raised ADA garden beds and garden plots
 - h. Native plantings with interpretive signage
 - i. Outdoor fitness station
 - j. Landscape improvements
 - k. Grading and drainage

2. **Prepare Preliminary Engineering** recommendations including:
 - a. Civil
 - i. preliminary grading and drainage
 - ii. site drainage best management practice requirements
 - iii. **STORM WATER DETENTION NOT INCLUDED, PROVIDED IN EXISTING BASIN**
 - b. Structural
 - i. boardwalk abutments (2)

3. **Prepare the Design Development Documents** including:
 - a. Existing conditions information
 - b. Plan view drawings
 - c. Descriptive supplemental drawings
 - d. Outline specifications
 - e. Product data

4. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.



5. **[Meetings #2 & #3: Staff]** Review the Design Development Documents with you at the 50% and 100% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.

Deliverables: **Design Development Document, Construction Cost Opinion, Meeting Summaries**

C. Construction Documentation Phase

Objective: The objective is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

Process: Following approval of the Design Development Phase, the Hitchcock Design Group team will:

1. **Finalize the Graphic Documentation** that will be used to bid and construct the improvements including:
 - a. Digital construction drawings
 - i. Cover sheet, notes and legend
 - ii. Existing conditions plans
 - iii. Site preparation plans
 - iv. Grading and drainage plans
 - v. Storm Water Pollution Prevention plans (SWPPP)
 - vi. Utility plans
 - vii. Layout and materials plans
 - viii. Landscape plans
 - ix. Site construction details
2. **Finalize the Written Documentation** that will be used to bid and construct the improvements including:
 - a. The Park District will provide front end specifications including General and Supplementary Conditions, Contracting Requirements, and Bidding Requirements
 - b. Hitchcock Design Group will prepare the technical specifications
3. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
4. **[Meetings #4: Staff]** Review the Construction Documents with you at 90% completion. Prepare written summaries of discussions and update the Project Program following each meeting.

Deliverables: **Construction Drawings, Construction Specifications, Construction Cost Opinion, Meeting Summaries**

D. Permitting Phase (Hourly)

Objective: The objective is to obtain the required permits.

Process: Following approval of the Construction Documentation Phase, the Hitchcock Design Group team will assist the client (who will lead the permitting efforts):

1. **Provide Final Construction Documents** for the client's use in preparing and submitting Village Permit applications.
2. Prepare and submit **USACE Nationwide Permit** or request for Letter of No Permit Required as administered by DuPage County



3. **Make one (1) Set of Authorized Revisions** to the Construction Documents and forward to client for client's use in resubmitting documents to the respective regulatory agencies.

Deliverables: **Final Construction Documents and Revisions to Permit Plans**

CONSTRUCTION PHASE SERVICES (Hourly)

A. Bidding and Negotiation Phase

Objective: The objective is to help the client select a qualified contractor to construct the improvements.

Process: Following your approval, the Hitchcock Design Group team will assist the client (who will lead the bidding efforts):

1. **Prepare Written Addenda**, as requested by client, and forward to client for client's use.

Deliverables: **Addenda**

B. Construction Administration Phase

Objective: The objective is to help you finalize and administer your construction contract with the Contractor.

Process: Following your award of the work to a Contractor, the Hitchcock Design Group team will assist the client (who will lead the construction administration efforts):

1. **Issue Interpretations or Clarifications** of the Contract Documents as requested by client, and forward to client for client's use.

Deliverables: **Clarifications**

C. Construction Observation Phase

Objective: The objective is to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.

Process: During construction, we will:

1. **Participate in Site Meetings** (8 site visits budgeted, to be used at the client's discretion) to become familiarized with the progress and quality of the Contractor's work to review:
 - a. Amenity layout
 - b. Pay application requests
 - c. In-progress work
 - d. Substantial completion and punch list
 - e. Final completion and recommendation
2. **Prepare Field Reports** of the progress meetings at the site with you and the Contractor.

Deliverables: **Field Reports, Punch List, Final Payment Recommendation**



ADDITIONAL SERVICES

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
7. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
8. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement

AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.

Glen Ellyn Park District **Collaborative Opportunities**





How do we create better places?

We love Creating Better Places®, and it shows! Every person at **Hitchcock Design Group** is deeply committed to creating better places to *live, work, play, learn, and heal* by providing exceptional planning and landscape architectural services that connect people with the environment, and as a result, with each other. Through *specialized expertise, purposeful creativity, caring relationships, and responsible advocacy*, we help public, private, and institutional clients make the most of their unique and irreplaceable land resources.

FOCUS

With *specialized expertise*, our leaders connect with their clients, speak their clients' language, and understand their clients' missions and markets.

CREATE

Our *purposeful creativity* connects our clients with their resources, stakeholders, and market resulting in productive, distinctive places that grow better with time.

UNITE

Through *caring relationships* that connect us to our clients, communities, and colleagues, we stimulate thoughtful discussion and build respectful consensus.

EXCITE

Through tireless and *responsible advocacy*, we connect decision makers, promote exciting ideas, and advance our clients' missions.



Recreation Experience



During this time of limited capital and demanding expectations, how can recreation providers continue to enhance their offerings, add value to their assets, keep up with trends, and attract kids and families to their parks? Our collective mission is to get people outside to have fun, socialize, exercise, learn, and gain new experiences. The Recreation Studio at Hitchcock Design Group can help. We have a *proven approach*, *exceptional resources* and over 38 years of *specialized experience* **Creating Better Places®** to Play.

PROVEN APPROACH

Our services are carefully crafted to help recreation leaders create holistic spaces that incorporate educational, social, sustainable and purpose-driven physical elements, resulting in parks and play environments that engage the entire family. We will help you advance your mission through an imaginative, collaborative, respectful and disciplined process producing results that meet or exceed your demanding expectations.

EXCEPTIONAL RESOURCES

Senior leaders guide each engagement from concept through construction. Through collaboration with trusted partners we will meet the specifics of your project's requirements. Our leaders maintain extensive information regarding agency benchmarking, recreation trends, grant programs, construction technologies and costs.

SPECIALIZED EXPERIENCE

Our Recreation Studio concentrates exclusively on public and private recreation providers and their planning and design projects. Consequently, we understand the unique missions and interests facing recreational leaders and their related stakeholders.

SERVICES

Planning

- Districtwide Comprehensive Master Planning
- Districtwide Park Analysis Planning
- Land Acquisition Planning
- Pre-Referendum Services
- Site Inventories and Analysis
- Feasibility Studies and Due Diligence
- Design/Development Guidelines
- Multi-use Trail Planning
- Greenway and Waterway Corridor Planning
- Open Space Management Planning
- Identity and Branding Planning
- Grant Writing and Funding Studies
- Accessibility Audits

Design

- Nature-based play environments
- Environmental graphics
- Outdoor learning environments
- Beaches and waterfronts
- Skate parks
- Parking
- Wayfinding/signage systems
- Pedestrian circulation
- Water features/splash parks
- Native and ornamental landscapes
- Natural and synthetic athletic fields
- Sports fields/sports complexes
- Storm water infiltration
- Lighting
- Green roofs
- Donor recognition features
- Bike trails
- Memorial parks

Communications

- Public presentations
- Focus groups
- Planning and design workshops
- Project web page development
- Promotional graphics/perspective illustrations
- Computer modeling
- Report writing

Construction Services

- Construction Budget/Cost Analysis
- Earthwork Calculations
- Submittal/Shop Drawing Review
- Plant Material Selection
- Construction Observation



Steve Konters, PLA

Principal



Steve's passion for achieving balance between community and environment makes him a valuable member of any project team. His ability to build successful relationships with contractors, consultants, manufacturers' representatives, and community members provides him the experience necessary to facilitate projects from design through construction. Steve has been serving the recreation industry for over 20 years and has played key design and management roles for many award-winning projects within the recreation studio. Steve has been instrumental in helping clients obtain funding through grant opportunities including Illinois Department of Natural Resources (IDNR) Open Space Lands Acquisition and Development (OSLAD) grants.

EDUCATION

Bachelor of
Landscape
Architecture,
cum laude,
University of
Illinois, 1995

REGISTRATION

Licensed Landscape
Architect: State
of Illinois

AFFILIATIONS

Illinois Association of Park Districts
Illinois Park and Recreation Association
National Recreation and Park Association

PROJECT EXPERIENCE

Camera Park Master Plan, Glendale Heights, Illinois
Cary Grove Park, Cary, Illinois
Cary Park District Comprehensive Plan Update, Cary, Illinois
Centennial Park Master Plan, Champaign, Illinois
Central Area Park, Maywood, Illinois
Champaign Landfill Reuse Park Master Plan, Champaign, Illinois
Forest Glen Park, Woodridge, Illinois
Glendale Heights Park and Facilities Study, Glendale Heights, Illinois
Glenview Park District Ice Center Feasibility Study, Glenview, Illinois
Jaycee Ehlert Park, Brookfield, Illinois
Kalk Park, Glencoe, Illinois
Main Beach Park Improvements, Crystal Lake, Illinois
Manhattan Park District Parks and Open Space Plan, Manhattan, Illinois
McCaslin Park, Carol Stream, Illinois
McHenry County Conservation District Comprehensive Plan, McHenry County, Illinois
Meadowhill North Park Master Plan, Northbrook, Illinois
Melvin Berlin Park, Glencoe, Illinois
Phil's Beach Master Plan, Wauconda, Illinois
Porter Park, Champaign, Illinois
The Quarry Cable Park, Crystal Lake, Illinois
Reskin Park, Glendale Heights, Illinois
Scott Park, Champaign, Illinois
Settlers' Park, Plainfield, Illinois
Shelton Park, Glencoe, Illinois
South End Park, West Dundee, Illinois
South Park Master Plan, Lake Forest, Illinois
Sunset Meadows Community Center Feasibility Study, Crystal Lake, Illinois
Sunset Ridge Park, Champaign, Illinois
Techy Prairie Park and Fields, Northbrook, Illinois
Three Oaks Recreation Area, Crystal Lake, Illinois
Trail Through Time, Northbrook, Illinois
Veteran Acres Park, Crystal Lake, Illinois
Veterans Memorial Park, Glendale Heights, Illinois
Village of Brookfield Open Space Master Plan, Brookfield, Illinois
Village of Deer Park Parks and Open Space Master Plan, Deer Park, Illinois
Willow Stream Park, Buffalo Grove, Illinois



MEMO

August 11, 2022

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

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

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

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

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

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

Recommendations: Park District staff recommends after discussion, to advance the proposals to the September 6th Board Meeting for approval.

August 8, 2022

Nathan Troia
Superintendent of Planning and Natural Resources
Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, Illinois 60137

RE: Lake Foxcroft Park

Dear Nate,

Thank you for asking Hitchcock Design Group (HDG) to submit this design and grant application assistance services proposal for your Lake Foxcroft Park implementation project. We look forward to continuing our work with you and the Glen Ellyn Park District on additional park improvement projects.

PROJECT UNDERSTANDING

Based on our discussions with you, we understand that you would like us to lead the design development and construction documentation of the "Lake Foxcroft" concept plan. We also understand storm water detention is already provided and only site development permitting with the Village will be required, so we have not included any engineering on our team at this time.

In addition to additional design, with the IDNR OSLAD program open again as of August 3rd and applications due September 30th, the Park District would like to submit this project for an OSLAD grant while advancing the final design. The OSLAD development grant allows for a maximum request of \$600,000 for development projects this cycle with a 50/50 match requirement. The Park District will conduct the community meeting required for the application including local newspaper meeting advertisements and proof of publication, meeting sign-in sheets, and public meeting summary to include in the application.

Pending grant award, it's your intent to complete the final design work in 2022 and competitively bid the construction contract in Q1 2023. The Park District will lead the efforts during permitting, bidding and negotiation, and construction administration & observations, but we've included some support tasks in this proposal for those phases. Please see the attached Scope of Services for our step-by-step approach.

SCOPE OF SERVICES

Based on our understanding, we propose the following fees to complete the services summarized below and described in greater detail in the attached Scope of Service.

- Grant Application Services:
 - Grant Application Assistance Phase: Fixed fee: \$4,800
 - Post Grant Submittal Phase: Hourly upon request

- Final Design Services:
 - Program and Analysis Phase,
 - Design Development Phase,
 - Construction Documentation Phase: Fixed fee: \$45,000

- Permitting Phase Services:
 - Village Site Development
 - Permit assistance: Fixed Fee: \$1,800

Construction Phase Services:
Bidding and Negotiation Phase,
Construction Administration Phase,
Construction Observation Phase: Hourly NTE: \$9,600

(OPTIONAL) Attend Park Board or Community Meetings: \$950 per meeting

Reimbursable expenses (printing, mileage, presentation boards, and delivery services) will be invoiced in addition to the professional service fees.

PROJECT TEAM

I will be the Principal-in-charge of the project and be responsible for guiding our team and managing the quality of our services. Senior Associate Doug Fair will be our Project Manager and will be responsible for routine project communications and the coordination between us, our sub-consultants, and you. Doug and I will be joined by a deep bench of designers and technicians in our Recreation Studio.

We can add Civil, Electrical, or Structural Engineering to the team through contact amendment should the project program change during design or jurisdictional review.

If you find this proposal acceptable, please sign and execute per the below authorization. A counter signed copy will be returned for your files. Thanks again, for the opportunity to continue working with you and the Glen Ellyn Park District.

Sincerely,
Hitchcock Design Group



Steve Konters, PLA, ASLA
Senior Principal

To authorize this work, please sign and return this Agreement to Hitchcock Design Group. A countersigned agreement will be returned to you. Thank you for your business!

Accepted: _____
Dave Harris, Executive Director Date

Accepted: _____
Steve Konters, Senior Principal Date

Enc: Scope of Services
Standard Terms and Conditions



Scope of Services Lake Foxcroft Park

FINAL DESIGN SERVICES

The goal for this part of the agreement is to use the existing master plan to assist in preparing and OSLAD application, continue to finalize the design, update opinion of probable cost, and complete documentation suitable for permit applications, bidding & negotiations, and construction pending grant award.

A. Program and Analysis Phase

Objective: The objective is to confirm the project's design program, budget, grant components and eligibility, permit requirements, equipment standards, and schedule.

Process: Specifically, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff]** Conduct a **Kick-off and Programming Workshop** with client representatives and the other project team members confirming:
 - a. Design program and priorities
 - b. Project team structure and responsibilities
 - c. Grant application requirements
 - d. Anticipated permitting requirements and timelines
 - e. Available data and data gathering needs
 - f. Budgeted costs
 - g. Schedule
2. **Identify Jurisdictional Interests** by discussing the project with representatives of appropriate constituent and regulatory groups including:
 - a. Village of Glen Ellyn (site development)
 - i. Per our discussions with you, it is anticipated the existing site detention will be adequate for the proposed renovations and additional detention will not be needed
 - ii. County and State permitting are not anticipated
3. **Collect Data** for the project area and the immediate surroundings including:
 - a. Topographic survey – provided by client
 - b. Soil borings and geotechnical analysis – provided by client
 - c. Documentation illustrating storm water capacity availability in existing basin
 - d. National wetland inventory map and waters of the United States
 - e. Flood Insurance Rate Map information
4. **Photograph the Project Area** and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
5. Prepare **Base Maps** at Appropriate Scales using the inventoried data and the and topographic survey Provided by the Park District.
6. Prepare a written **Project Program** that includes:
 - a. Project design program
 - b. Jurisdictional factors
 - c. Budget information
 - d. Project Schedule
7. **Review the Program and Analysis** by forwarding the written Project Program and discussing with client representatives and other project team members.

Deliverables: **Base Maps, Written Project Program**



B. Grant Application Assistance Phase: Illinois Department of Natural Resources Open Space Land Acquisition and Development Grant (IDNR OSLAD)

Objective: Confirm the requirements of the IDNR OSLAD grant submittal and assist the Park District with application preparation and submittal.

Process: In coordination with the Program Phase, the Hitchcock Design Group team will:

1. During the Program and Analysis Phase, **Prepare a Facility Needs Analysis Worksheet** based on current available Park District amenity inventory data and State of Illinois SCORP benchmarks.
2. **Review the Park District's existing Park Master Plan** and provide comments on possible adjustments related to OSLAD grant criteria.
3. **Review the Park District's Park Construction Cost Estimate** and provide comments on current construction costs from recently bid projects.
4. **[Meeting #2: Staff/IDNR] Conduct a Pre-Application Phone Conference** with you and your IDNR Grant Administrator to review the project.
5. **[Meeting #3: Staff/Online]** Assemble the template forms and documents from the IDNR Amplifund site for a 2022 IDNR OSLAD application and **Conduct a Phone Conference with You** to review the application requirements and confirm the tasks required to be done by the Park District.
 - a. *In accordance with current grant application requirements the Park District will have a registered account through the IDNR Amplifund site and be responsible to be current with their GATA standing*
 - b. Application Data and Actions Required by the Park District:
 - i. Verify GATA registration (if not currently registered)
 - ii. Complete GATA Uniform Grant Application
 - iii. Complete GATA Uniform Budget Template (with HDG assistance)
 - iv. DOC-1: General Park District Information
 - v. DOC-2A: Property Parcel(s) Acquisition Certification
 - vi. DOC-3: Resolution of Authorization (with original signature)
 - vii. Attachment A-4: Premise Plat Map
 - viii. Attachment A-6: Property Title, Deed, or Lease Agreement
 - ix. Attachment A-8: Letters of support, comprehensive plan excerpts, and community meeting advertisements, sign in sheets, and comments summaries.
 - c. Application Forms to be prepared by HDG:
 - i. Assist with GATA Uniform Budget Template
 - ii. DOC-4: Development Data (using Park District's Master Plan cost estimate)
 - iii. Attachment A-1: Narrative Statement
 - iv. Attachment A-2: Site Location Map
 - v. Attachment A-3: Site Development Map (using Park District's final Master Plan)
 - vi. Attachments A-3a and A-3b: Equipment and Shelter data (if applicable)
 - vii. Attachment A-5: Environmental Assessment Statement and CERP forms
 - viii. Attachment A-5 project description attachment
 - ix. Attachment A-5 topographic map attachment
 - x. Attachment A-7: FEMA map
6. Using the provided data and documents, **Assemble and Prepare Draft Documents**.
7. **[Meeting #4: Staff/Online] Conduct an Online Meeting** with you to review the draft documents and obtain the required original forms with signatures.



8. **Prepare the Final Documents** for the Park District to review, approve, upload and input into the Amplifund site. If requested, assist the Park District with uploading and inputting onto the Amplifund site with use of the Park District's login information and permission.
 - a. The Park District shall be responsible for final submittal through their account.

Deliverables: Facility Needs Worksheet, Grant Application Documents

C. Post Grant Submittal Phase (Hourly):

Objective: Support a review of the document by the grant administrator and IDNR.

Process: Following grant submittal and upon your request, the Hitchcock Design Group team will:

1. **Answer Incidental Questions** posed by the IDNR Grant Administrator. Respond to deficiency review letter if needed.
2. **[Meeting #5: Staff / IDNR]** Meet with you and IDNR on site to review and discuss the project OR provide IDNR additional site photos if a site meeting is not required.
3. **Prepare Two (2)-Sided Presentation Board** for your use in Springfield IDNR presentation including:
 - a. Plan view rendering of the Master Plan
 - b. Context map showing the projects location within your boundary
 - c. Speaking points

Deliverables: Meeting Summaries, Facility Needs Worksheet, Grant Application, Presentation Board

D. Design Development Phase

Objective: The objective is to reach consensus with the client and jurisdictional authorities on the final design, probable cost and construction strategy for the proposed improvements.

Process: Following your confirmation of the design program and priorities, the Hitchcock Design Group team will:

1. **Finalize the Design** including size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
 - a. Improved pedestrian circulation features
 - b. Replace existing shelter (prefabricated)
 - c. Replace existing fishing pier (prefabricated floating system)
 - i. Use existing abutment. If a new abutment is needed, we can add a structural engineer as a service contract amendment.
 - d. Replace playground
 - e. Prefabricated pit toilets
 - i. *PLUMBING AND ELECTRICAL IMPROVEMENTS NOT INCLUDED*
 - ii. *Evaluate potential cost for a pre-fabricated plumbed restroom. If requested, amend the contract to add design and permitting services for a pre-fabricated plumbed restroom in place of the pit toilets.*
 - f. Landscape improvements
 - g. Grading and drainage
2. **Coordinate with your Selected Playground Manufacturer** for development of the play equipment selection and layout.
3. **Prepare the Design Development Documents** including:
 - a. Existing conditions information
 - b. Plan view drawings



- c. Descriptive supplemental drawings
 - d. Outline specifications
 - e. Product data
4. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
 5. **[Meetings #6 & #7: Staff]** Review the Design Development Documents with you at the 50% and 100% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.

Deliverables: Design Development Document, Construction Cost Opinion, Meeting Summaries

E. Construction Documentation Phase

Objective: The objective is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

Process: Following approval of the Design Development Phase, the Hitchcock Design Group team will:

1. **Finalize the Graphic Documentation** that will be used to bid and construct the improvements including:
 - a. Digital construction drawings
 - i. Cover sheet, notes and legend
 - ii. Existing conditions plans
 - iii. Site preparation plans
 - iv. Grading and drainage plans
 - v. Storm Water Pollution Prevention plans (SWPPP)
 - vi. Layout and materials plans
 - vii. Landscape plans
 - viii. Site construction details
2. **Finalize the Written Documentation** that will be used to bid and construct the improvements including:
 - a. The Park District will provide front end specifications including General and Supplementary Conditions, Contracting Requirements, and Bidding Requirements
 - b. Hitchcock Design Group will prepare the technical specifications
3. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
4. **[Meetings #8: Staff]** Review the Construction Documents with you at 90% completion. Prepare written summaries of discussions and update the Project Program following each meeting.

Deliverables: Construction Drawings, Technical Specifications, Construction Cost Opinion, Meeting Summaries

F. Permitting Phase

Objective: The objective is to obtain the required permits.

Process: Following approval of the Construction Documentation Phase, the Hitchcock Design Group team will assist the client (who will lead the permitting efforts):

1. **Provide Final Construction Documents** for the client's use in preparing and submitting Village Permit applications.



2. **Make one (1) Set of Authorized Revisions** to the Construction Documents and forward to client for client's use in resubmitting documents to the respective regulatory agencies.

Deliverables: **Final Construction Documents, Revisions to Plans for Permit**

CONSTRUCTION PHASE SERVICES (Hourly)

A. Bidding and Negotiation Phase

Objective: The objective is to help the client select a qualified contractor to construct the improvements.

Process: Following your approval, the Hitchcock Design Group team will assist the client (who will lead the bidding efforts):

1. **Prepare Written Addenda**, as requested by client, and forward to client for client's use.

Deliverables: **Addenda**

B. Construction Administration Phase

Objective: The objective is to help you finalize and administer your construction contract with the Contractor.

Process: Following your award of the work to a Contractor, the Hitchcock Design Group team will assist the client (who will lead the construction administration efforts):

1. **Issue Interpretations or Clarifications** of the Contract Documents as requested by client, and forward to client for client's use.

Deliverables: **Clarifications**

C. Construction Observation Phase

Objective: The objective is to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.

Process: During construction, we will:

1. **Participate in Site Meetings** (8 site visits budgeted, to be used at the client's discretion) to become familiarized with the progress and quality of the Contractor's work to review:
 - a. Amenity layout
 - b. Pay application requests
 - c. In-progress work
 - d. Substantial completion and punch list
 - e. Final completion and recommendation
2. **Prepare Field Reports** of the progress meetings at the site with you and the Contractor.

Deliverables: **Field Reports, Punch List, Final Payment Recommendation**



MEMO

August 11, 2022

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

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

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

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

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

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

Recommendations: Park District staff recommends after discussion, to advance the proposals to the September 6th Board Meeting for approval.

BRINGING STORMWATER MANAGEMENT
TO THE NEXT LEVEL ...

WATER RESOURCES



EXPERTISE

- *Hydrologic & Hydraulic Analyses*
- *Floodplain & Floodway Mapping*
- *FEMA, DNR, County & Municipal Permitting Strategies & Application Assistance*
- *Urban Flooding Analysis & Mitigation Design*
- *Flood Forecasting for Resiliency*
- *Stormwater Facility Design*
- *Watershed Planning & Management*
- *Groundwater Studies*
- *Best Management Practices Planning & Design/Build/Manage*
- *Erosion & Sediment Control Design/Inspect/Manage*
- *Stream Restoration & Bank Stabilization Design/Build/Manage*
- *Sediment Transport/Scour Analysis*
- *Flood Control Studies*
- *Dam Design, Permitting & Breach Analysis*
- *Pump Station Design*
- *FEMA Pre-Disaster Planning*

Water resources means many things to many people. It can be stormwater conveyance, floodplain management, water quality or supply, erosion control, wastewater treatment or sustainable design solutions.

In this diversity of definitions, one constant remains: your need to supply, treat, convey and control water efficiently and effectively. And that's where V3 fits in, creating solutions that stay one step ahead of your needs.

From managing stormwater to designing BMPs to getting your project permitted, V3's technical excellence is delivered with an approach that matches your objectives ... whether that requires creative ingenuity or practical applications of proven methods.

Plus, there's an added benefit when you team with our experts in wetlands, ecology, surveying, civil engineering and construction management. The synergy that results from having a multi-disciplined team look at your project from a variety of viewpoints creates cost-effective solutions to water-related issues. You can rest assured that when you work with V3 water will enhance your project's value, not detract from it.

PARTNERSHIP WITH PURPOSE

FOCUSED. GOAL ORIENTED.
ADAPTABLE. RESPONSIVE.



Your projects are challenging enough: the battle for funding, escalating costs, impossible deadlines. When it's that tough just to get a project off the ground, you need an engineering, natural resources, and surveying firm that knows the ropes and can deliver your objectives.

At V3, we understand your challenges. Our team members have spent time in the trenches and have first-hand experience dealing with the dilemmas you face. You can count on our deep base of technical and managerial experts to be dedicated to achieving your objectives with excellence and superior service.

Our singular mission is to focus on your goals. We have long served municipalities, counties, state agencies, commercial, industrial and residential land developers, and railroad clients with a full array of professional services.

V3's team of experts across this wide range of disciplines will enhance your project's performance from initial programming to final closeout. When it comes to public projects ... we have what it takes to get the job done right.



QUICK FACTS

- Founded in 1983
- 340 Employees
- Corporation



OWNERSHIP

- V3 is employee owned, providing our team members with the opportunity to serve you from an owner's perspective.



FIRM CAPABILITIES

- Construction Engineering
- Highways & Traffic
- Railroads
- Structural
- Water Resources
- Wetlands & Ecology
- Landscape Architecture
- Sustainable Design & Consulting
- Geosciences
- Environmental
- Site Civil
- Municipal Consulting
- Planning
- Surveying
- Contracting & Construction Management



REGIONS SERVED

- Charlotte
- Chicago
- Columbus
- Edmonton
- Indianapolis



ABOUT V3

FIRM CAPABILITIES



Construction
Engineering



Highways
& Traffic



Railroads



Structural



Water
Resources



Wetlands
& Ecology



Landscape
Architecture



Sustainable
Design &
Consulting



Geosciences



Environmental



Site Civil



Municipal
Consulting



Planning



Surveying



Contracting &
Construction
Management

WHAT'S IN A NAME

Launched in 1983, V3 Companies strongly adheres to our original vision to provide our clients with technical excellence and high-caliber project performance. Our name is indicative of that mindset, representing three Latin “V” words – “Visio,” “Vertere,” “Virtute” or “The Vision to Transform with Excellence.”

BEGINNING WITH THE END IN MIND ...

ECOLOGICAL RESTORATION



EXPERTISE

- *Ecological Design & Permitting*
- *Hydrology Studies*
- *Ecological Surveys & Assessment*
- *Threatened & Endangered Species Surveys*
- *Program Management*
- *Earthwork*
- *Native Plant & Seed Installation*
- *Chemical & Mechanical Vegetation Management*
- *Prescribed Burn Management*
- *Tree Clearing*
- *Erosion Control Measures*
- *Mitigation Monitoring*
- *Design-Build-Manage*

Native vegetation and wildlife diversity in our area streams, rivers, wetlands, woodlands and other open spaces are an essential aspect of healthy living. These areas must be protected, maintained, and compensated for when impacted. But that is easier said than done...unless you work with a firm that understands the relationship between conservation areas and new development. V3 is unique as a firm in its depth of resources and capabilities to take a project from conception through to completion...as well as on-going management and maintenance.

Our staff of ecologists and scientists combines together with our engineers, surveyors and construction experts to evaluate a site, formalize a strategy to maximize benefits, and then execute on that strategy through design, construction, and long term maintenance.

V3 brings a hands-on approach to any ecological restoration project, creating sustainable native areas that promote diversity in vegetation and wildlife. We execute a practical approach to maximize the benefits of your restoration project through an adaptive management plan that evaluates and reacts to actual field conditions.

So when you're seeking the right partner for your project, consider V3...a firm who sees the whole picture from concept to paper and from installation to establishment!

August 9, 2022

Mr. Nathan Troia, PLA
Superintendent of Planning and Natural Resources
Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137

**RE: Proposal for Professional Services
Churchill Park Site Improvements | Design Development Documents**

Dear Nathan:

On behalf of V3 Companies, Ltd., we are pleased to submit this proposal for professional services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto, which set forth the contractual elements of this agreement, will constitute the entire agreement between Glen Ellyn Park District (CLIENT) and V3 Companies, Ltd. (V3) for services on this PROJECT.

PROJECT UNDERSTANDING

The subject property, consisting of approximately 24 acres, is located at 316 St. Charles Road in Glen Ellyn, DuPage County, Illinois. The PROJECT consists of trail improvements, parking lot modifications, a new restroom building, and natural area enhancement and restoration (generally depicted on the Churchill Park Concept Improvement Plan provided to V3). The property is owned by the CLIENT and DuPage County Forest Preserve District, with an Intergovernmental Agreement in place for the District site for use as a park site.

The CLIENT has requested that V3 provide survey, landscape architecture, civil and ecological services to obtain the site improvement goals for this park. This proposal covers professional services typically provided through Design Development Drawings, but does not include permitting, construction documents, bid assistance or construction observation for the PROJECT. Those services will be part of a separate contract.

COMPENSATION

DESIGN DEVELOPMENT PHASE COMPENSATION

CIVIL & STORMWATER SERVICES	SCOPE EXHIBIT	FEE
Schematic Design	A	\$9,000
Design Development	A	\$12,000
Preliminary Stormwater Management	A	\$6,000
Preliminary Glen Ellyn Coordination	A	\$2,000

LANDSCAPE ARCHITECTURE SERVICES	SCOPE EXHIBIT	FEE
Schematic Design	B	\$10,000
Design Development	B	\$6,000
NATIVE RESTORATION SERVICES		
Vegetation Assessment	C	\$6,000
Restoration Concept Plan	C	\$5,000
WETLAND SERVICES		
Wetland Delineation	D	\$12,000
DuPage County Field Verification	D	\$3,000
T&E Consultation	D	\$2,000
REIMBURSABLES		\$1,000
TOTAL PROJECT FEE	LUMP SUM	\$74,000
MEETINGS & COORDINATION	T&M – Exhibit E	\$4,000
MISCELLANEOUS EXHIBITS		
EXTENT OF AGREEMENT	EXHIBIT E	
V3 STANDARD BILLING RATE SCHEDULE	EXHIBIT F	
GENERAL TERMS AND CONDITIONS	EXHIBIT G	

The above fees are lump sum unless noted otherwise. Where fees are noted as “hourly” the fee listed is for budgetary purposes only – actual fee will be based on the actual hours expended on the project multiplied by V3’s Billing Rates attached hereto. The budgetary fee listed is based on the expected level of effort to accomplish the task.

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

In addition to the professional services fees set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, travel, mileage and tolls to/from meetings and other similar project-related items.

CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the Project through construction.

MISCELLANEOUS CONTRACTUAL ITEMS

The fee and completion schedule stated herein is valid for 30 days from the date of this proposal. If the 30 days has expired, V3 reserves the right to renegotiate the fee and/or completion schedule with the CLIENT.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,
V3 COMPANIES, LTD.



Gregory V Wolterstorff, P.E.
Vice President
Director of Natural Resources

Accepted For:
GLEN ELLYN PARK DISTRICT

By: _____

Title: _____

Date: _____

INVOICE INFORMATION

PREFERENCE:

Receive by Email

Receive by Mail

Both

Purchase Order # (If Applies)

Important Accounting Notes:

SEND INVOICE TO:

Attention: _____

Company: _____

Address: _____

Email: _____

Phone: _____

EXHIBIT A | Civil & Stormwater Services

SCHEMATIC DESIGN SERVICES

V3 will perform the following services during this phase:

1. Review existing maps and other information to identify site constraints that may affect the site plan.
2. Review the Title Commitment, if available, and associated documents as provided by CLIENT.
3. Perform a site visit to observe site conditions.
4. Research locations of existing potable water mains, sanitary sewers, and storm sewers that may provide service to the project site.
5. Submit an EcoCAT consultation to the Illinois DNR for Threatened and Endangered Species.
6. Submit a consultation form to the Illinois Historic Preservation Agency to obtain feedback on whether a Phase I Archaeological Investigation will be necessary.
7. Collaborate with the design team to prepare a site plan for the subject property based on the available base information provided by CLIENT (including Churchill Park Concept Improvement Plan), CLIENT's vision for the property, zoning, detention requirements, and physical constraints.

DESIGN DEVELOPMENT SERVICES

V3 will perform the following services during this phase:

1. Serve as CLIENT's civil engineering representative for the project and provide professional engineering consultation and advice.
2. Review existing data that impacts site improvements including previous surveys, soils reports, stormwater reports, municipal codes and ordinances, etc.
3. Based on the Schematic Design Plans and the boundary and topographic survey, V3 will prepare Design Development Plans for use in Glen Ellyn Preliminary Submittals (if any), and to coordinate the development of the site plan with the project team. The Design Development Plans will include the following:
 - Title Sheet
 - Existing Conditions/Demolition Plan (if applicable)
 - Preliminary Site Layout and Paving Plan showing (property lines, setbacks, dimensions and general geometry of buildings, walkways, at-grade parking lots, driveways and open areas), as well as sections and details for proposed (driveways, parking lots and walkways).
 - Preliminary Grading Plan including (proposed building finished floor elevation, walkway and pavement elevations, and open area grading including the stormwater management area).
 - Preliminary Utility Plan with horizontal layout of the sanitary sewer, watermain, and storm sewer systems.
 - Preliminary Erosion Control Plan

- Outline specifications either contained within the plan set, or in the CLIENT's standard format, as determined by the CLIENT (if applicable).
4. Analyze outfall elevations and connection locations for sanitary sewer and watermain.
 5. Based on the Preliminary Grading Plan and the geotechnical report for the property, V3 will perform a preliminary cut/fill analysis to determine the approximate site earthwork quantities.
 6. Analyze and prepare an exhibit for fire truck maneuverability within the site based on specifications provided by the (fire district), utilizing AutoTurn software.
 7. Prepare a Preliminary Engineer's Opinion of Probable Construction Cost for the sitework portion of the development to assist with the project budget.
 8. Submit the plans and supporting documentation to the CLIENT electronically with one set of hardcopy plots/prints.
 9. Meet with the CLIENT team to review the Design Development documents and receive one (1) set of comments from the CLIENT to address desired minor revisions.
 10. Submit final Design Development documents to the CLIENT electronically with one set of hardcopy plots.

PRELIMINARY STORMWATER MANAGEMENT

V3 will perform the following services during this phase:

1. Review the proposed site features and how the storm water management requirements of the current County and municipal ordinances will affect the site plan.
2. Calculate proposed impervious surface coverage of the project and prepare preliminary calculations for the amount of detention and retention that is expected to be required for the project.
3. Analyze the outfall elevation and connection locations for the storm sewer.
4. Discuss options with the design team for different ways to comply with the storm water ordinance requirements for the site.
5. Prepare a Preliminary Stormwater Management Report to explain how the proposed will comply with current stormwater regulations.

PRELIMINARY GLEN ELLYN COORDINATION

V3 will perform the following services during this phase:

1. Submit the Preliminary Plan, Preliminary Stormwater Analysis to the Village of Glen Ellyn and hold a pre-application meeting to discuss permit requirements.
2. Provide a permitting assessment to the CLIENT based on response from the Village which identifies permits required, approximate fees and likely timelines for permit approvals.

EXHIBIT B | Landscape Architecture Services

V3 will develop the CLIENT's vision for Churchill Park improvements through the following Phases:

SCHEMATIC DESIGN

The Schematic Design phase will develop a concept for park improvements that will form a basis for the later Design Development phase of construction document preparation. V3 will perform the following services during this phase:

1. Attend a kickoff meeting with the CLIENT to confirm the program for park improvements, identify key stakeholders and meeting dates, identify sources of and collect existing information about the park site and standards, identify sources of all existing community plans and studies relevant to park site development, and confirm schedule construction budget expectations.
2. Perform a site visit to observe site conditions.
3. Collect an inventory of existing park site data on geology, soils, hydrology, vegetation, circulation, adjacent land use, climate, etc.
4. Perform a detailed desktop review including review of codes, ordinances, existing maps, and other information to identify site constraints that may affect the site plan.
5. Analyze the park inventory data as it relates to the desired park program and related design criteria and identify the opportunities and constraints for achieving the desired park program improvements.
6. Meet with the CLIENT team to review opportunities and constraints and receive direction for proceeding with schematic design.
7. Prepare Schematic Design Plans based on the analysis results and client feedback in order to refine the overall PROJECT budget and to coordinate the development of the site plan with the PROJECT team. The Schematic Design Plans will include the following:
 - Schematic Site Layout Plan showing property lines, setbacks, vehicular and pedestrian circulation, site amenities and furnishings, signage, and general approaches for planting, spatial development, stormwater management, and irrigation. All elements included will adhere to applicable codes, ordinances and the CLIENT's standards.
8. Submit the plans and supporting documentation to the CLIENT electronically with one set of hardcopy plots.
9. Meet with the CLIENT to review the Schematic Design plans and receive one (1) set of comments from the CLIENT that will provide direction for the following Design Development phase of work.

DESIGN DEVELOPMENT

V3 will perform the following services during this phase:

1. Prepare landscape architecture plans to include within the Design Development Plans including the following:
 - Planting Plans
 - Planting Details
 - Outline specifications for elements included in the PROJECT design.

EXHIBIT D | Native Restoration Services

This proposal includes evaluation and enhancement of the existing wooded areas on PROJECT including invasive species removal, establishment of desirable native species and public engagement throughout the area. Additional concepts to be developed will include sustainable pond shoreline stabilization and stormwater best management practices (BMPs). Further details are provided below.

NATIVE VEGETATION ASSESSMENT

An experienced ecologist from V3's staff will conduct a site visit to document existing conditions throughout the property. The concept provided by the park district and included in Exhibit A of this proposal will be evaluated against the existing conditions and an overall native vegetation enhancement and establishment plan will be developed. Elements of the native vegetation plan will include the following:

- Invasive species removal
- Enhancement of existing native areas through planting, seeding, and other maintenance activities
- Establishment/creation of wetland and/or native vegetation
- Pond shoreline stabilization
- Water quality considerations
- Interpretive and educational signage

NATIVE VEGETATION CONCEPT PLAN

A concept plan will be developed that will identify the following:

- Benchmark the condition of the existing native landscape
- Recommendations for improvement to existing native landscape with performance targets, including recommended species for seeding and planting
- Recommendations on expansion and/or conversion of existing landscape areas to native landscape with performance targets
- Locations for signage
- Estimates of costs and schedule for achieving performance targets

EXHIBIT D | Wetland Services

The information provided by V3 regarding wetland boundaries is based on an interpretation of the three criteria that define wetlands (vegetation, soils, and hydrology) at the time the wetlands are delineated. V3 provides the best information available at the time of the delineation, but factors beyond our control may outwardly change the nature or the extent of wetlands on a site.

The ultimate decision on wetland boundaries rests with the federal government and DuPage County Stormwater. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on many factors, including but not limited to, the experience of the agency representative making the determination and the time of year. In addition, the physical characteristics of the site can change with time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events.

WETLAND DELINEATION

- **Field Work.** V3's Wetland Specialists will conduct a field investigation during the 2022 DuPage County growing season (May 15–October 1) to locate and delineate any wetlands on or near the site in accordance with the *Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region*. The DuPage County Ordinance also requires that wetlands be identified and notated within 100 feet of the project boundaries. The limits of any on-site delineated wetlands/Waters of the U.S. will be staked in the field, and approximate boundaries will be mapped on a recent large-scale aerial photograph, based on our field assessment of the vegetation, soils and hydrology at the site. The limits of any on-site wetland/Waters of the U.S. will be located using a handheld GPS unit during the field investigation portion of the wetland delineation. Professional survey of any wetland/Waters flags may be required for any future permitting.
- **Wetland Assessment.** Since wetlands/Waters of the U.S. may be present on or near the site, wetland assessment is required by the U.S. Army Corps of Engineers, Chicago District (USACE) and DuPage County. Wetland assessment involves an evaluation of wetland characteristics, including wildlife habitat quality, water quality functions, and plant community quality. Wetland Assessment also includes a preliminary jurisdictional determination for isolated or adjacent wetland¹. Delineated wetlands will be rated as High-Quality Aquatic Resources (HQAR's) in accordance with the USACE and DuPage County.
- **Wetland Delineation Technical Report.** A wetland report will be provided with the results of our field investigation, including the location and approximate size of wetlands/Waters of the U.S. present, a wetland quality evaluation, a Floristic Quality Assessment (FQA), and the wetland assessment. Floristic inventories and detailed soil classification data for each area investigated will be provided in the report. Areas determined to be wetland on the property will be shown on a recent, large-scale aerial photo exhibit. Wetlands identified within 100 feet outside the project boundaries will also be depicted. USACE and DuPage County wetland permitting and/or mitigation requirements will be addressed in the report. The wetland report also will contain detailed technical documentation suitable for review and approval by the USACE and DuPage County.

¹ December 2, 2008, USEPA and Department of the Army Joint Memorandum, Clean Water Act Jurisdiction Following the U. S. Supreme Court Decision in *Rapanos v. United States* and *Carabell v. United States*.

WETLAND BOUNDARY FIELD VERIFICATION

The DuPage County Stormwater Ordinance requires that a wetland boundary field verification occur. This wetland boundary field verification is required if wetlands are identified onsite or abutting a property line. V3 will coordinate, schedule, and attend the wetland boundary field verification with DuPage County wetland staff. DuPage County will charge the Client a fee for the wetland boundary verification. This fee, payable to DuPage County, is not included in this proposal and is the responsibility of the Client.

THREATENED & ENDANGERED SPECIES INITIAL CONSULTATION

As required by the USACE and DuPage County Stormwater, V3 will conduct and complete the United States Fish and Wildlife (USFWS) Section 7 Federal threatened and endangered species consultation for the site. V3 will also prepare and submit the required IDNR EcoCAT inquiry on State threatened & endangered species. During the wetland delineation field work, V3 will evaluate and document the potential presence of habitat for State and/or Federal T&E species.

EXHIBIT E | Meetings & Coordination

The meetings and coordination related to the PROJECT will be additional services as requested by the CLIENT and generally will not exceed the anticipated services listed below. V3 will complete the following tasks in this scope of work:

1. Participate in meetings with the CLIENT, Design Team, and review agencies to assist in preparing designs for the project. The following meetings are anticipated during each approvals phase:
 - CLIENT/Design Team – (2)
 - Village Staff – (1)
2. Assist CLIENT with preparation of presentations for the public or municipal meetings.
3. Provide additional General Consulting services in support of the project that does not materially exceed the fee provided as part of this phase.

EXHIBIT F | Extent of Agreement

This agreement is for site-related improvements within the boundaries of the project site. Should additional infrastructure improvements be required beyond the boundaries of the site, the services associated with those improvements will be the subject of a separate agreement. Furthermore, this agreement does not include services for:

1. Survey Services such as Construction Staking, Record Drawing preparation, Plats of vacation, off-site topography, or Plats of easement dedication.
2. Archaeological or environmental consulting services.
3. Structural engineering services of any kind including the design of boardwalk foundations, site retaining walls, any stairs on-site or the design of underground stormwater detention facilities.
4. Design services, modeling, or permitting associated with work within any existing floodplain or floodway. Based on available information it appears that no floodplain is present on the site.
5. Wetland mitigation design or permitting services. The scope of this Agreement assumes that wetlands are present on site but no impact to existing wetland will occur.
6. Services resulting from any significant modifications to the site plan by CLIENT or Owner after V3 has received authorization to proceed with a specific phase of work and has prepared its initial computer layout of the site.
7. Preliminary Engineering or Final Engineering for offsite roadway or utility improvements. Those services will be the subject of a separate proposal once the scope of work is defined, if applicable. No improvements to the adjacent roads are anticipated or included in the scope of this agreement at this point.
8. Revisions to the Engineering Plans based on modifications to the site plan, building, utilities or grading after obtaining final approvals from the municipality and other governing agencies.
9. Pump Station design for water, stormwater, or wastewater. It is assumed that wet utilities can be connected to via gravity and that utilities are available along the property frontage.
10. Design of foundation drainage or building underdrain systems.
11. Traffic Signal design services, Intersection Design Studies, and other Traffic Engineering studies beyond what is described.
12. Gas, electric, and telephone service design for the proposed building. V3 will include the location of these utilities on the Civil Engineering drawings for purposes of coordination only, if the information is provided to us. The CLIENT will be responsible for providing the necessary information to the applicable utility companies for coordinating service to the site. If requested, V3 can assist with dry utility coordination as an Additional Service.
13. Photometric and electrical engineering design for site lighting, including circuiting and details for conduits and light pole foundations. V3 will indicate the location of light poles (as provided by others) on the civil engineering drawings for purposes of coordination with underground utilities.
14. Geotechnical design or construction testing services

15. Site inspections or documentation associated with maintaining the Stormwater Pollution Prevention Plan (SWPPP).
16. Management and monitoring of existing or new naturalized BMP areas constructed with this project.
17. LEED consulting services, preparation of calculations and completion of LEED templates and registration of the project with the U.S. Green Building Council.
18. V3 may be required to produce documents and emails as part of a court ordered subpoena. Requests of this nature are beyond the control of V3 and are specifically not included in this contract. V3 will notify the CLIENT of any request received on behalf of this contract, and will invoice the CLIENT for time and materials in accordance with the Additional Services and Reimbursables sections of this contract.

Please note that V3 can provide many of the services outlined above should they be required.



V3 COMPANIES BILLING RATE SCHEDULE

(Rates effective January 1, 2022 through December 31, 2022)

<u>Description</u>	<u>Hourly Rate</u>
Principal / Director	220.00
Senior Project Manager	215.00
Senior Estimator	210.00
Resident Engineer II	195.00
Resident Construction Manager II	190.00
Project Manager II	185.00
Superintendent	180.00
Senior Ecologist	180.00
Resident Construction Manager I	180.00
Project Manager I	170.00
Resident Engineer I	165.00
Senior Project Engineer	160.00
Construction Administrator III	155.00
Project Engineer II	150.00
Project Engineer I	145.00
Senior Construction Technician	140.00
Project Scientist II	135.00
Landscape Architect II	135.00
Project Scientist I	125.00
Landscape Architect I	125.00
Project Surveyor III	125.00
Construction Technician III	120.00
Engineer III	120.00
Project Surveyor I/II	120.00
Design Technician III	120.00
Scientist III	120.00
Survey Crew Chief	115.00
Project Designer III	115.00
Construction Administrator II	110.00
Engineer II	110.00
Engineer I	100.00
Instrument Operator	100.00
Scientist I/II	100.00
Project Designer I/II	100.00
Field Ecologist	90.00
Estimating Technician	90.00
Technician II	85.00
Project Coordinator	65.00
Technician I	65.00



V3 COMPANIES
GENERAL TERMS AND CONDITIONS
INCLUDING ENVIRONMENTAL SERVICES

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.
- d. It is the role of CONSULTANT to make recommendations for a Scope of Work that reflects good commercial and customary practice. However, because the degree and associated expense of the investigation directly relates to the completeness of the Project Site characterization, The CLIENT shall determine and agree that an acceptable level of risk is reflected in the Scope of Work.
- e. The CLIENT agrees that CONSULTANT shall not be responsible for the notification of regulatory and health agencies in regard to contamination or other health hazards found on the Project Site. The CLIENT may be obligated to contact a regulatory agency (or agencies) regarding the contamination within 24 hours of its discovery and confirmation. CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save harmless CONSULTANT from any claims arising from CONSULTANT not reporting any such discovery to any public or private entity other than the CLIENT.
- f. The CLIENT agrees that the historical ownership search performed by CONSULTANT in conjunction with the environmental site assessment is solely intended for interpretive use pertaining to environmental issues of the Project Site. The CLIENT recognizes that the use of information presented in the historical ownership search for any other purpose is inappropriate.
- g. The CLIENT agrees that CONSULTANT is dependent upon information available from various government agencies and private database firms to aid in evaluating the environmental history of the site, and therefore acknowledges that the accuracy of CONSULTANT's record searches is dependent upon the quality of the record keeping practices of such agencies and firms. CONSULTANT shall not be liable for any such agency's or database firm's failure to make relevant files or documents available, to properly index files or documents, or otherwise fail to maintain or produce accurate or complete records.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.
- d. The Scope of Work shall not specifically identify health or safety hazards from chemical substances or physical safety hazards on the Project Site.
- e. Any recommendations for subsequent environmental work are intended as guidelines only. A qualified environmental consulting firm, such as CONSULTANT, should be contacted to define the specific, detailed Scope(s) of Work and to supervise the execution of these recommendations.
- f. CONSULTANT services will include a preliminary, cursory, visual inspection for the presence or absence of asbestos. If asbestos is suspected to exist, CONSULTANT will recommend that a full inspection be conducted along with a sampling and analysis of the suspect material for content. The CLIENT shall contract separately for this service at additional cost to the CLIENT.
- g. Our services shall only include a preliminary review of the material handling or waste disposal activities at the Project Site. A comprehensive audit shall not be conducted as part of the Scope of Work. In addition, the Scope of Work does not include a comprehensive audit of all issues pertaining to the compliance of a facility with state and federal permits, reporting requirements or OSHA regulations.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. GENERATION OF WASTE

CLIENT agrees that CONSULTANT acts only as a bailee and at no time assumes title of waste produced at the Project Site. The CLIENT shall not claim that CONSULTANT is a handler, generator, operator, treater, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976, as amended, or any other similar Federal, state or local regulation or law. In addition, it shall be understood that the CLIENT has the title to, with all responsibility and liability, for any waste generated during our Scope of Work.

15. ROLE OF CONSULTANT, CLIENT AND ATTORNEY

The CLIENT agrees that although CONSULTANT is required by the nature of the work to have an understanding of the laws pertaining to environmental issues, CONSULTANT shall not offer legal advice to the CLIENT. Furthermore, the CLIENT shall not construe or assume that any representations made by CONSULTANT in written or conversational settings constitute a legal representation of environmental law or practice.

16. STANDARD OF CARE

CLIENT recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by CONSULTANT and that the limitation of available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill. CONSULTANT agrees to use that level of care and skill ordinarily exercised by other professional consultants acting under similar circumstances in performing its services hereunder. Except for this standard of care and skill, no warranty, expressed or implied, is made or intended by CONSULTANT in providing the services hereunder, including the furnishing of oral or written reports or the findings made.

17. FAILURE TO ENCOUNTER HAZARDOUS MATERIALS

CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save CONSULTANT harmless from any claims or liability for injury or loss arising from CONSULTANT's failure to detect the presence of hazardous materials, including CONSULTANT, though the investigatory steps and procedures agreed to for this assessment, unless the failure to disclose hazardous materials was due to CONSULTANT's failure to follow the procedures specified in the attached proposal.

18. UTILITIES

In the execution of any subsurface exploration CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The CLIENT agrees to hold CONSULTANT harmless for any damages to subterranean structures or utilities that they are not made aware of or correctly shown on the plans furnished.

19. AQUIFER CONTAMINATION

The CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save CONSULTANT harmless from any claim or liability for injury or loss which may arise as a result of cross-contamination caused by drilling and sampling unless due to CONSULTANT's negligence and to compensate CONSULTANT for accompanying time and expenses.

20. DISPOSAL OF SAMPLES

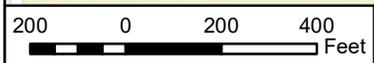
Samples of soil, rock, water waste, or other materials contaminated by hazardous substances, including asbestos, obtained from the project site are the property of the CLIENT. CONSULTANT shall retain such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures which encompasses removing the contaminated samples from CONSULTANT's custody and transporting them to a disposal site. Accordingly, unless CLIENT indicates otherwise within the thirty (30) day period referenced above, CLIENT hereby instructs CONSULTANT to make arrangements, as CLIENT's agent, for proper transportation and disposal of samples with appropriate licensed parties. Due to the risks to which CONSULTANT is exposed, CLIENT agrees to waive any claim against CONSULTANT, and to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss arising from CONSULTANT service as CLIENT's agent in arranging for proper transportation and disposal of contaminated samples. CLIENT agrees to pay all costs associated with this disposal.

21. ROOF CUTS

If roof cuts are authorized by CLIENT in an asbestos investigation, it is the responsibility of CLIENT to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time the samples are obtained, CONSULTANT may make temporary repairs at the time of sampling and inspection which may result in additional charges. CONSULTANT personnel are not certified in roofing repair and CONSULTANT shall therefore under no circumstance be responsible for the adequacy and water tightness of the temporary repairs, nor shall CONSULTANT be responsible for any water damage to the roofing system, building, or its contents resulting from CONSULTANT's temporary repairs.

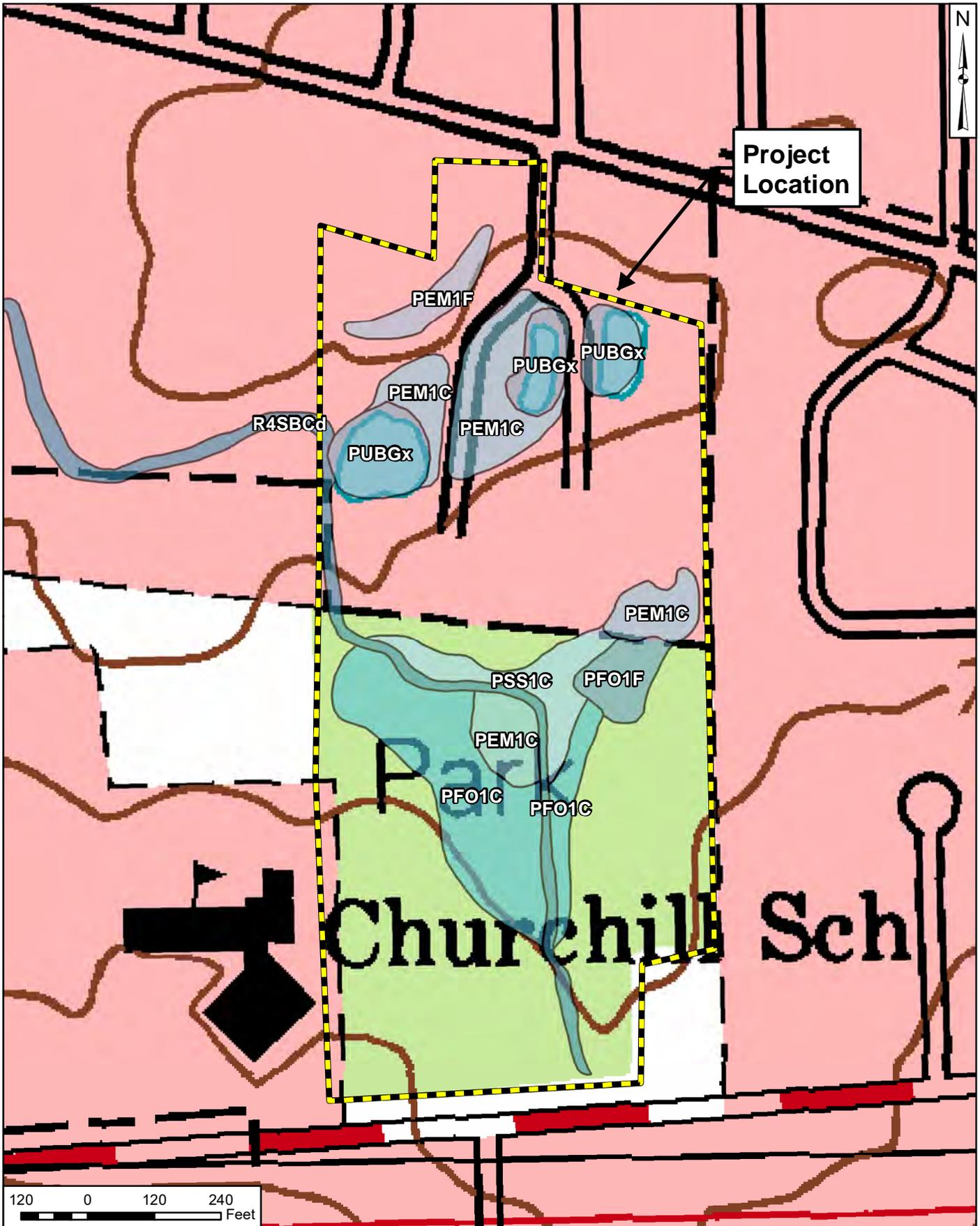
22. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.



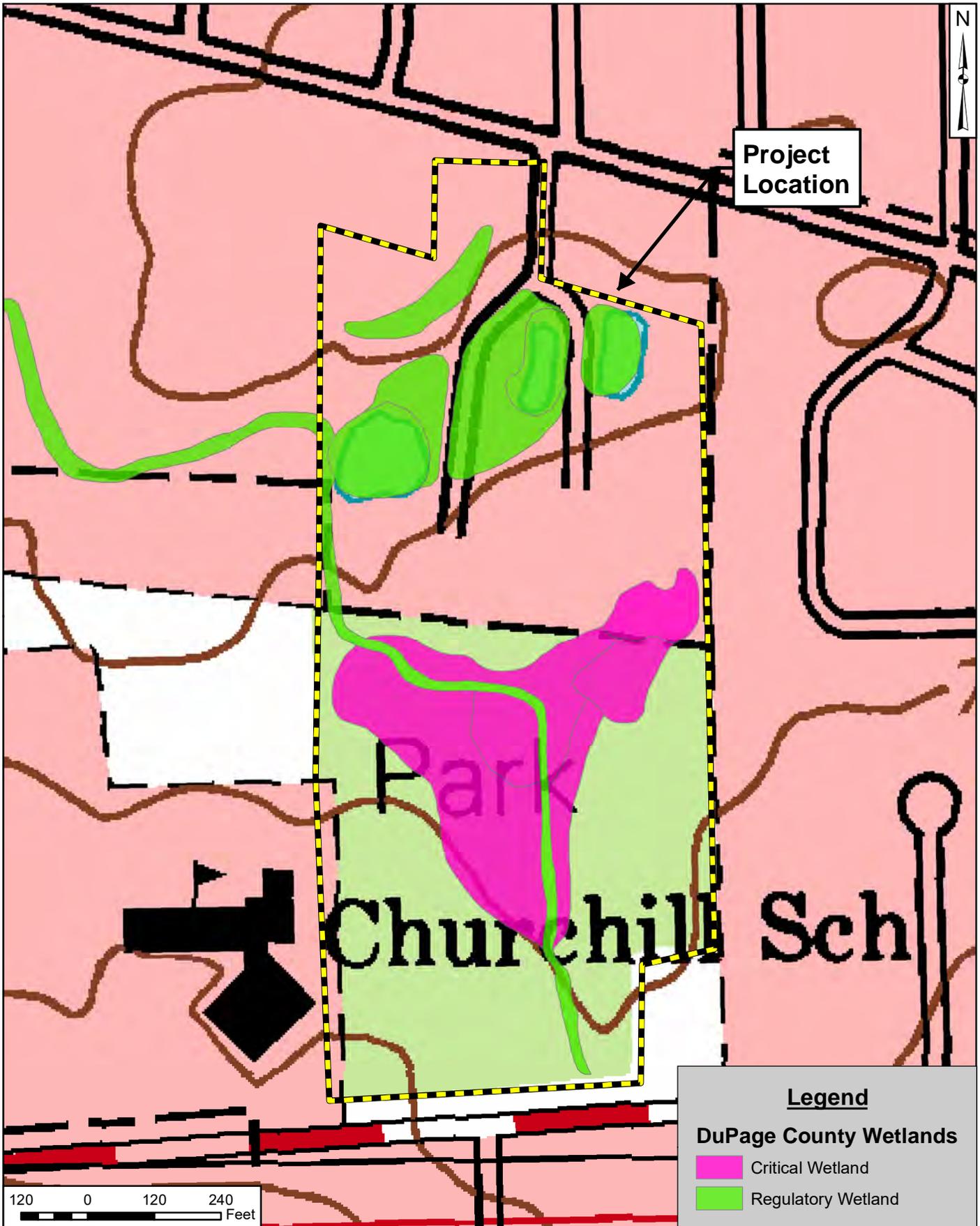
7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

TITLE:	PROJECT LOCATION		BASE LAYER:	ESRI World Street Map
SITE:	Churchill Park Engineering Glen Ellyn, DuPage County, Illinois		SCALE:	See Scale Bar
			DATE:	08/02/2022



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Woodridge, IL 60517
630.724.9200 phone
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TITLE: NATIONAL WETLANDS INVENTORY (NWI)		BASE LAYER: USGS Topographic Map Lombard Quad	
SITE: Churchill Park Engineering Glen Ellyn, DuPage County, Illinois		SCALE: See Scale Bar	DATE: 08/02/2022



Project Location



Churchill Park
Churchill Sch

Legend

DuPage County Wetlands

- Critical Wetland
- Regulatory Wetland

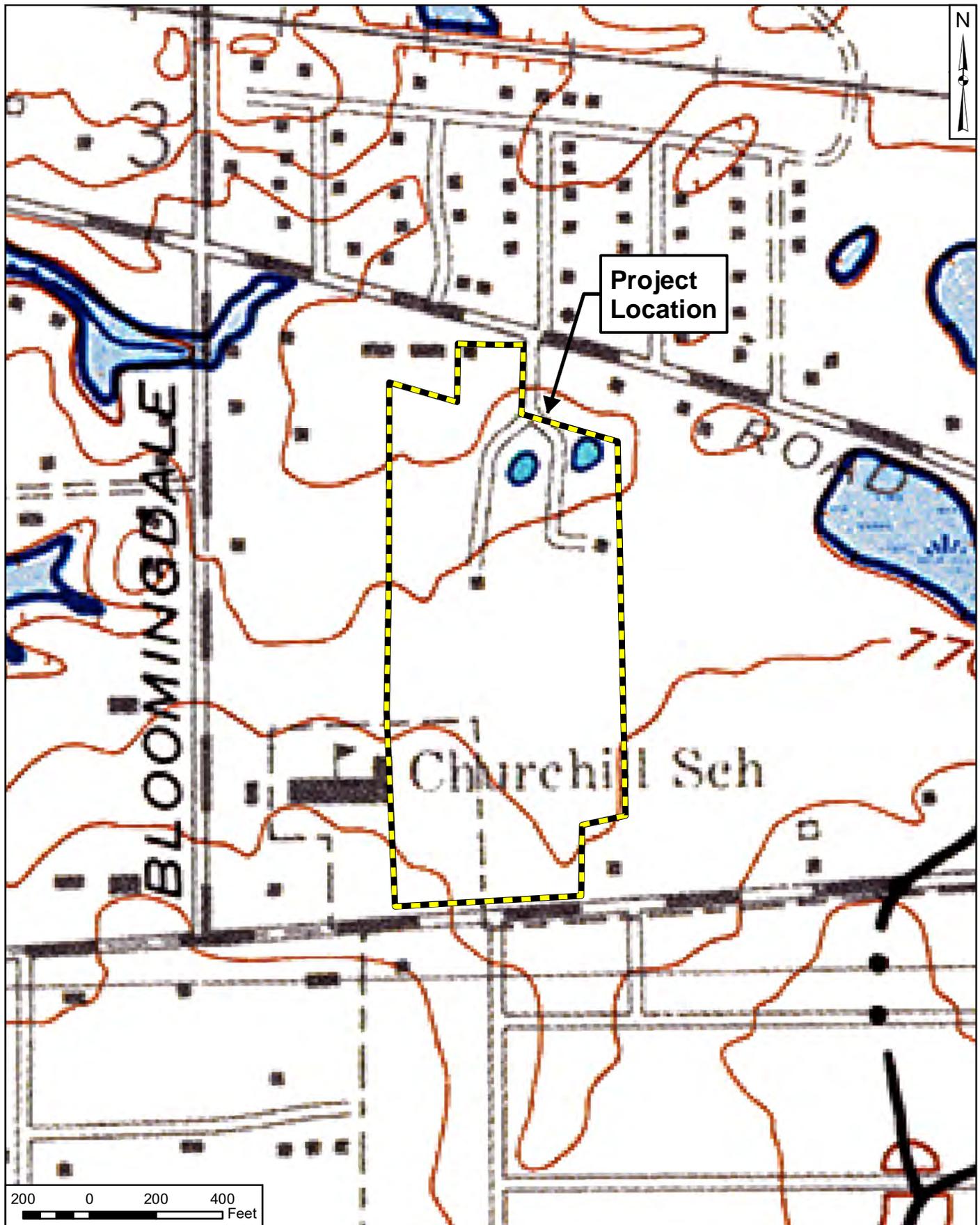



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TITLE:	DUPAGE COUNTY WETLANDS	
SITE:	Churchill Park Engineering Glen Ellyn, DuPage County, Illinois	

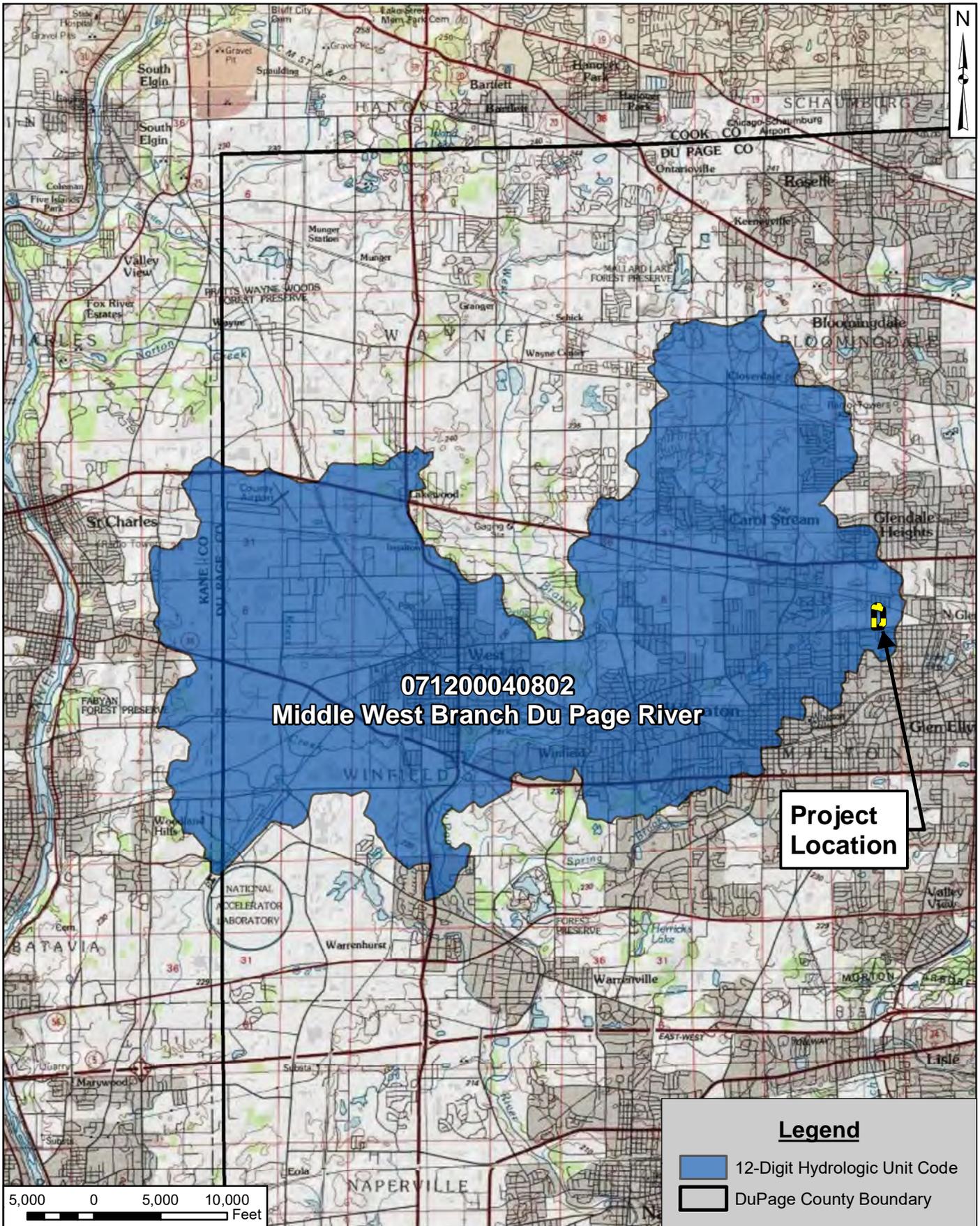
BASE LAYER:	USGS Topographic Map Lombard Quad	
SCALE:	See Scale Bar	DATE: 08/02/2022

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630.724.9200 phone
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TITLE: USGS HYDROLOGIC ATLAS		BASE LAYER: USGS Hydrologic Atlas Lombard Quad	
SITE: Churchill Park Engineering Glen Ellyn, DuPage County, Illinois		SCALE: See Scale Bar	DATE: 08/02/2022



071200040802
Middle West Branch Du Page River

Project Location

Legend

- 12-Digit Hydrologic Unit Code
- DuPage County Boundary

5,000 0 5,000 10,000
 Feet



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 Woodridge, IL 60517
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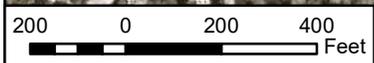
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TITLE: 12-DIGIT HYDROLOGIC UNIT CODE (HUC)

SITE: Churchill Park Engineering
 Glen Ellyn, DuPage County, Illinois

BASE LAYER: ESRI US Topographic Map

SCALE: See Scale Bar **DATE:** 08/02/2022



PANEL 0064J

FIRM
FLOOD INSURANCE RATE MAP
DU PAGE COUNTY,
ILLINOIS
AND INCORPORATED AREAS

PANEL 64 OF 287
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

COMMUNITY	SECTION	PANEL	DATE
CAROL STREAM, VILLAGE OF	170202	0061	J
DU PAGE COUNTY	170197	0064	J
GLEN ELLYN, VILLAGE OF	170207	0064	J
KILGORET HEIGHTS, VILLAGE OF	170209	0064	J
WHEATON, CITY OF	170211	0064	J

Map No. 17043C0064J. The Map Number shown herein should be used when ordering flood insurance. The Community Number shown herein should be used on insurance applications for the subject community.

MAP NUMBER
 17043C0064J
MAP REVISED
 AUGUST 1, 2019

Federal Emergency Management Agency

7325 Janes Avenue
 Woodridge, IL 60517
 630.724.9200 phone
 www.v3co.com

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TITLE:	FEMA FLOOD INSURANCE RATE MAP (FIRM)	BASE LAYER:	FEMA Firm Panel 17043C0064J
SITE:	Churchill Park Engineering Glen Ellyn, DuPage County, Illinois	SCALE:	See Scale Bar
		DATE:	08/02/2022



Project Location

Legend

Flood Zones of DuPage County (2022)

-  Zone A
-  Zone AE
-  Zone AE, Floodway
-  Zone AH
-  Zone AO
-  Open Water
-  Zone VE
-  Zone X, 0.2% Annual Chance Flood Hazard
-  Zone X, Protected By Levee
-  Zone X, Depth Less Than 1 ft
-  Zone X
-  Area Not Included



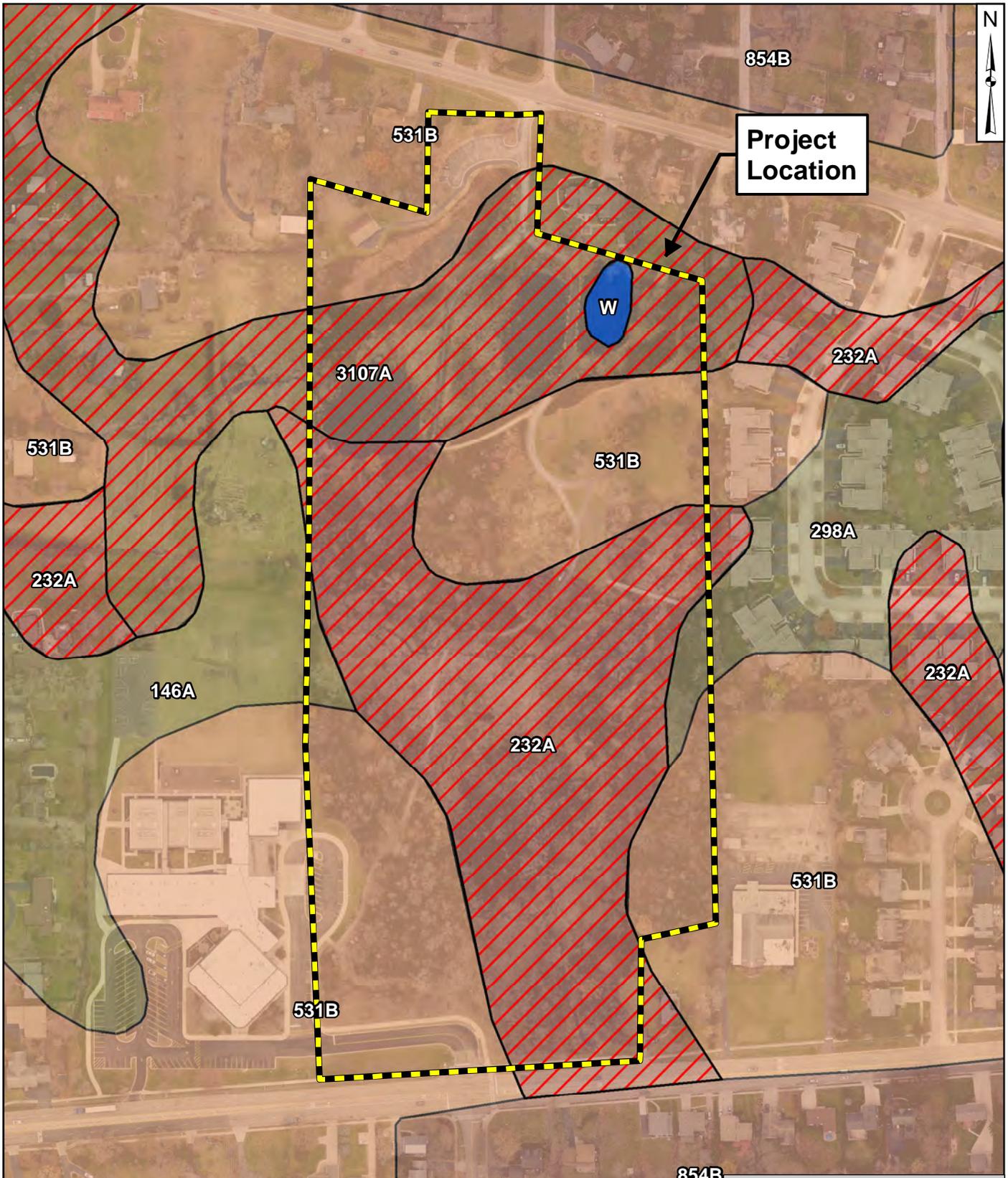

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TITLE: FLOOD ZONES OF DUPAGE COUNTY (2022)

SITE: Churchill Park Engineering
Glen Ellyn, DuPage County, Illinois

BASE LAYER: DuPage County Aerial Imagery (2019)

SCALE: See Scale Bar **DATE:** 08/02/2022



Legend

 Hydric Soils of DuPage County



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TITLE:	SOIL SURVEY OF DUPAGE COUNTY
SITE:	Churchill Park Engineering Glen Ellyn, DuPage County, Illinois

BASE LAYER:	DuPage County Aerial Imagery (2019)
SCALE:	See Scale Bar
DATE:	08/02/2022




7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

TITLE: **AERIAL IMAGERY**

SITE: **Churchill Park Engineering
Glen Ellyn, DuPage County, Illinois**

BASE LAYER: **DuPage County Aerial Imagery
(2019)**

SCALE: **See Scale Bar** DATE: **08/02/2022**



MEMO

August 11, 2022

TO: Park District Board of Commissioners
FROM: Nathan Troia, PLA, Superintendent of Planning and Natural Resources
CC: Dave Harris, Executive Director
RE: Lake Ellyn Shoreline – Payout Request #6

The Lake Ellyn Shoreline project connects the boathouse to the existing floating pier with a wide permeable paver walkway. Providing access and additional seating opportunities directly adjacent to the lake edge. The existing stacked limestone retaining wall is being replaced with a stable engineered wall that retains the natural aesthetic.

Attached is payout request #6 for the Lake Ellyn Shoreline Improvements in the amount of \$20,896. This payout is from Integral Construction Inc., which is the general contractor for this project.

This payout represents the work completed for the month of June. Progress was made during that time with construction of the retaining wall, concrete reinforcement, and concrete footers for the seat walls installed. To date, the project is approximately 65% complete.

The total contract sum to date \$383,531. Previous payments total \$192,014. The Balance to finish, including retainage is \$170,621. As a reminder, this project is completely funded by an anonymous donation.

During July, the concrete flush curb that retains the pavers was installed. The Statewide union strike, which made it very challenging to source stone, was recently resolved. Paver installation and seat walls are scheduled for mid-August. With the project tentatively to be finished September 1st.

Recommendations: As the services identified within the payout request have been performed, staff recommends Board approval for the payout request.

Motion: Motion to approve Integral Construction’s payout request for the Lake Ellyn Shoreline in the amount of \$20,896.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137

PROJECT:
Lake Ellyn Park North Shoreline Improvements
645 Lenox Road
Glen Ellyn, IL 60137

APPLICATION NO: 006
PERIOD FROM: 7/1/2022
PERIOD TO: 7/31/2022

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
Integral Construction Inc.
320 Rocbaar Drive
Romeoville, Illinois 60446

CONTRACT FOR: General Contracting Services

CONTRACT DATE: 9/22/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 370,000.00
2. Net change by Change Orders	\$ 13,531.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 383,531.00
4. TOTAL COMPLETED & STORED TO	\$ 236,567.00
DATE (Column G on G703)	
TOTAL COMPLETED & STORED: \$ 236,567.00	
5. RETAINAGE:	
a. 10% of Completed Work	\$23,657.00
(Column D + E on G703)	
b. 10% of Stored Material	\$0.00
(Column F on G703)	
c. 10% Total Retainage	\$23,657.00
Total in Column I of G703)	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 212,910.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 192,014.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 20,896.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 170,621.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
001 Reroute electrical feed	\$8,613.00	
002 Install GeoGrid	\$4,918.00	
TOTALS	\$13,531.00	\$0.00
NET CHANGES by Change Order	\$13,531.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for Work for which previous Certificate for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Integral Construction Inc.

By: Lisa C Minetti Date: 8/3/2022
Lisa Minetti, Controller

State of: **ILLINOIS** County of: **WILL**
Subscribed and sworn to before me this 3rd day of August, 2022.
Notary Public: Melissa Samborski
My Commission expires: 11/13/2022



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \$20,896.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform with the amount certified.)

OWNER: Glen Ellyn Park District
By: _____ Date: _____
Name: _____ Title: _____

ARCHITECT: _____ Date: _____
Name: _____ Title: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

001 REV N NUMBER: 006
APPLICATION DATE: 7/31/2022
PERIOD TO: 7/31/2022
GC'S PROJECT NO: 21-267-001
PROJECT NAME: Lake Ellyn Park North Shoreline Improvements

A ITEM NO. (as listed on sworn statement)	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1.00	General Requirements <i>Integral Construction Inc.</i>	\$34,414.00	\$25,500.00	\$2,500.00	\$0.00	\$28,000.00	81.36%	\$6,414.00	\$2,800.00
2.00	Masonry <i>Vogt Construction Company</i>	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
3.00	Site Protection <i>Corliss Williams Construction LLC</i>	\$6,400.00	\$6,400.00	\$0.00	\$0.00	\$6,400.00	100.00%	\$0.00	\$640.00
4.00	Earthwork <i>Corliss Williams Construction LLC</i>	\$52,535.00	\$52,535.00	\$0.00	\$0.00	\$52,535.00	100.00%	\$0.00	\$5,254.00
5.00	Site Concrete <i>Elliot Construction Corp</i>	\$62,000.00	\$15,000.00	\$17,500.00	\$0.00	\$32,500.00	52.42%	\$29,500.00	\$3,250.00
6.00	Unit Pavers <i>LPS Pavement Company</i>	\$80,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,000.00	\$0.00
7.00	Landscaping								
	Material: <i>Integral Construction Inc.</i>	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$3,500.00
	Labor: <i>ASE Illiniscapes</i>	\$54,654.00	\$54,654.00	\$0.00	\$0.00	\$54,654.00	100.00%	\$0.00	\$5,465.00
8.00	Site Utilities								
	Material: <i>Integral Construction Inc.</i>	\$1,700.00	\$1,700.00	\$0.00	\$0.00	\$1,700.00	100.00%	\$0.00	\$170.00
	Labor: <i>ASE Illiniscapes</i>	\$1,468.00	\$0.00	\$1,468.00	\$0.00	\$1,468.00	100.00%	\$0.00	\$147.00
9.00	Electrical <i>Jasco Electric</i>	\$6,460.00	\$6,460.00	\$0.00	\$0.00	\$6,460.00	100.00%	\$0.00	\$646.00
10.00	Owner Allowance <i>Glen Ellyn Park District</i>	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
11.00	Insurance <i>Integral Construction Inc.</i>	\$2,700.00	\$2,700.00	\$0.00	\$0.00	\$2,700.00	100.00%	\$0.00	\$270.00
12.00	P&P Bonds <i>Integral Construction Inc.</i>	\$3,700.00	\$3,700.00	\$0.00	\$0.00	\$3,700.00	100.00%	\$0.00	\$370.00
13.00	Fee <i>Integral Construction Inc.</i>	\$17,500.00	\$9,700.00	\$1,750.00	\$0.00	\$11,450.00	65.43%	\$6,050.00	\$1,145.00
	PAGE TOTALS	\$383,531.00	\$213,349.00	\$23,218.00	\$0.00	\$236,567.00	61.68%	\$146,964.00	\$23,657.00

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

STATE OF ILLINOIS }
COUNTY OF WILL } SS

Draw # _____ **006**

THE AFFIANT, **Lisa Minetti**, being first duly sworn, on oath deposes and says that he/she is the **Controller of Integral Construction Inc., 320 Rocbaar Drive, Romeoville, Illinois 60446**, that has contracted with the **Town of St. John, 9350 Hack St, St. John, IN 46373**, the **Owner**. For General Contracting on the following described premises in said county, to-wit:

Lake Ellyn Park North Shoreline Improvements

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and amounts due or to become due to each.

	Name and Address	Type of Work	Contract Amount	Work Complete %	Work Complete \$	Retention	Net Previously Paid	Net Amount This Payment	Balance To Complete
1.00	Integral Construction Inc. 320 Rocbaar Drive Romeoville, Illinois 60446	General Requirements	\$34,414.00	81.36%	\$28,000.00	\$2,800.00	\$22,950.00	\$2,250.00	\$9,214.00
2.00	Vogt Construction Company 24617 W Mound Rd Shorewood, IL 60404	Masonry	\$20,000.00	16.56%	\$0.00	\$0.00	\$0.00	\$0.00	\$25,700.00
3.00	Corliss Williams Construction LLC PO Box 1022 Mokena, IL 60448	Site Protection	\$6,400.00	100.00%	\$6,400.00	\$640.00	\$5,760.00	\$0.00	\$640.00
4.00	Corliss Williams Construction LLC PO Box 1022 Mokena, IL 60448	Earthwork	\$52,535.00	100.00%	\$52,535.00	\$5,254.00	\$47,281.00	\$0.00	\$5,254.00
5.00	Elliot Construction Corp 21W171 Hill Ave Glen Ellyn, IL 60137	Site Concrete	\$62,000.00	52.42%	\$32,500.00	\$3,250.00	\$13,500.00	\$15,750.00	\$32,750.00
6.00	LPS Pavement Company 67 Stonchill Rd Oswego, IL 60543	Unit Pavers	\$80,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000.00
7.00	Integral Construction Inc. 320 Rocbaar Drive Romeoville, Illinois 60446	Landscaping	\$89,654.00	100.00%	\$89,654.00	\$8,965.00	\$80,689.00	\$0.00	\$8,965.00
8.00	Integral Construction Inc. 320 Rocbaar Drive Romeoville, Illinois 60446	Site Utilities	\$3,168.00	100.00%	\$3,168.00	\$317.00	\$1,530.00	\$1,321.00	\$317.00
9.00	Jasco Electric 5515 Wilmot Road McHenry, IL 60051	Electrical	\$6,460.00	100.00%	\$6,460.00	\$646.00	\$5,814.00	\$0.00	\$646.00
10.00	Glen Ellyn Park District 185 Spring Avenue Glen Ellyn, IL 60137	Owner Allowance	\$5,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
11.00	Integral Construction Inc. 320 Rocbaar Drive Romeoville, Illinois 60446	Insurance	\$2,700.00	100.00%	\$2,700.00	\$270.00	\$2,430.00	\$0.00	\$270.00
12.00	Integral Construction Inc. 320 Rocbaar Drive Romeoville, Illinois 60446	P&P Bonds	\$3,700.00	100.00%	\$3,700.00	\$370.00	\$3,330.00	\$0.00	\$370.00
13.00	Integral Construction Inc. 320 Rocbaar Drive Romeoville, Illinois 60446	Fee	\$17,500.00	65.43%	\$11,450.00	\$1,145.00	\$8,730.00	\$1,575.00	\$7,195.00
TOTAL			\$383,531.00	61.68%	\$236,567.00	\$23,657.00	\$192,014.00	\$20,896.00	\$170,621.00
AMT OF ORIGINAL CONTRACT			\$370,000.00				WORK COMPLETED TO DATE	\$236,567.00	
CHANGE ORDERS			\$13,531.00				LESS % RETAINED	\$23,657.00	
TOTAL CONTRACT AND EXTRAS			\$383,531.00				PREVIOUSLY PAID	\$192,014.00	
CREDITS TO CONTRACT			\$0.00				AMOUNT OF THIS PAYMENT	\$20,896.00	
ADJUSTED TOTAL CONTRACT			\$383,531.00				BALANCE TO BECOME DUE	\$170,621.00	

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed _____% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed

Lisa C Minetti

Lisa Minetti, Controller
Integral Construction Inc.

Subscribed and sworn to before me this

3rd

day of

August

, 2022.

Melissa Samborski

Notary Public

The above sworn statement should be obtained by the owner before each and every payment.



WAIVER OF LIEN TO DATE

STATE OF ILLINOIS } ss
 COUNTY OF WILL

Gty # _____

Escrow# _____

TO ALL WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Glen Ellyn Park District

to furnish General Contracting Services

for the premises known as Lake Ellyn Park North Shoreline Improvements

of which Glen Ellyn Park District is the owner.

THE undersigned, for and in consideration of twenty thousand eight hundred ninety-six and 00/100
\$20,896.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
 hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics'
 liens, with respect to and on said above described premises, and the improvements there-on, and on the material, fixtures, apparatus,
 or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor,
 services, material, fixtures, apparatus, or machinery, furnished to this date by the undersigned for the above-described premises,
 INCLUDING EXTRAS.*

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT
 Signed this 3rd day of August, 2022.

Signature *Lisa Minetti* Title: Controller

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS } ss
 COUNTY OF WILL

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is Lisa Minetti

Controller of Integral Construction Inc.

who is the contractor for the General Contracting Services work on the

building located at 645 Lenox Road, Glen Ellyn, IL 60137

owned by Glen Ellyn Park District

That the total amount of the contract including extras is \$383,531.00 on which he has received payment of

\$192,014.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have

furnished materials or labor, or both, for said work and all parties having contracts or sub contracts for specified portions of said work

or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned

include all labor and material required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Integral Construction Inc.	General Contracting Services	\$ 383,531.00	\$ 192,014.00	\$ 20,896.00	\$ 170,621.00
TOTAL LABOR AND MATERIALS TO COMPLETE		\$ 383,531.00	\$ 192,014.00	\$ 20,896.00	\$ 170,621.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material,
 labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 3rd day of August, 2022.

By: *Lisa Minetti*

Subscribed and sworn before me this 3rd day of August, 2022.

Seal:



Signature: *Melissa Samborski*



MEMO

August 11, 2022

TO: Park District Board of Commissioners
FROM: Nicholas Cinquegrani, Deputy Director
CC: Dave Harris, Executive Director
RE: 2022 Budget Update – 2nd Quarter

Similar to last year, staff has prepared a brief presentation with an update to the 2022 fiscal year budget. Items presented will include any material adjustments to operating activities within the second quarter of the 2022 fiscal year. Staff will be available to answer or address any questions or comments from the Board.

Glen Ellyn Park District

Investment Report

July 31, 2022

	Prior Year July 2021	3rd Quarter September 2021	4th Quarter December 2021	1st Quarter March 2022	2nd Quarter June 2022	Current Year July 2022
Bank Balances						
Glen Ellyn Bank & Trust	\$ 561,802.54	\$ 502,196.33	\$ 373,872.54	\$ 1,479,898.50	\$ 498,155.30	\$ 412,060.44
Illinois Funds - 9347	4,091,674.09	4,097,264.46	4,183,904.93	4,311,196.57	4,517,092.37	4,604,521.07
Illinois Park District Liquid Asset Fund	210,782.61	210,789.56	210,801.11	210,816.44	211,080.00	211,325.07
Illinois Metropolitan Investment Fund	5,487,004.62	7,380,771.71	5,407,467.50	4,409,483.64	7,214,891.30	6,757,755.76
Total Bank Balance	\$ 10,351,263.86	\$ 12,191,022.06	\$ 10,176,046.08	\$ 10,411,395.15	\$ 12,441,218.97	\$ 11,985,662.34
Interest Rates						
Illinois Funds - 9347	0.02%	0.02%	0.06%	0.28%	1.12%	1.59%
Illinois Park District Liquid Asset Fund	0.02%	0.02%	0.03%	0.03%	0.89%	1.37%
Illinois Metropolitan Investment Fund	0.18%	0.18%	0.15%	0.22%	1.03%	1.50%
Interest (1)						
Illinois Funds - 9347	\$ 69.81	\$ 68.31	\$ 199.95	\$ 1,005.60	\$ 4,152.40	\$ 6,246.59
Illinois Park District Liquid Asset Fund	3.74	3.20	4.98	5.82	153.85	245.07
Illinois Metropolitan Investment Fund	822.27	876.72	770.70	825.51	5,557.96	8,830.10
Total Interest	\$ 895.82	\$ 948.23	\$ 975.63	\$ 1,836.93	\$ 9,864.21	\$ 15,321.76

(1) Interest shown is for only the month stated.



General Ledger
Consolidated Budget By
Account Type



User: ncinquegrani
Printed: 8/3/2022 1:36:04 PM
Period 07 - 07
Fiscal Year 2021 - 2022

Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
Revenue				
Property Tax Receipts	2,957,144.74	5,521,142.00	3,011,963.90	5,568,808.00
Other Taxes	184,179.09	135,900.00	403,791.72	202,690.00
Charges for Services	1,083,385.03	1,485,500.00	1,405,920.74	1,720,000.00
Program Fees	3,129,486.09	3,165,607.00	4,113,290.59	4,170,391.00
Rentals	493,553.97	621,564.00	649,448.25	796,950.00
Concessions	16,576.82	58,500.00	65,245.25	34,250.00
Product Sales	0.00	0.00	30.00	0.00
Interest Income	2,266.21	11,100.00	37,563.31	12,500.00
Licenses & Permits	13,095.00	8,450.00	13,735.00	14,655.00
Grants & Donations	40,507.00	61,660.00	152,726.76	863,660.00
Debt Proceeds	0.00	0.00	0.00	3,675,000.00
Miscellaneous Income	70,012.21	30,450.00	31,494.83	34,800.00
Transfers Received	1,283,909.00	960,070.00	2,099,597.00	2,099,597.00
Chargeback Revenue	419,248.00	412,091.00	492,647.00	492,647.00
Revenue	9,693,363.16	12,472,034.00	12,477,454.35	19,685,948.00

General Ledger
Consolidated Budget By
Account Type



User: ncinquegrani
Printed: 8/3/2022 1:36:04 PM
Period 07 - 07
Fiscal Year 2021 - 2022

Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
Expense				
Salaries & Wages	1,662,972.08	3,275,449.00	1,874,516.55	3,540,863.00
Salaries & Wages - Programs	267,693.46	582,913.00	411,824.06	730,932.00
Contractual Labor	2,382.00	12,000.00	0.00	12,000.00
Contractual Services - Other	200,987.63	627,045.00	219,026.59	634,728.00
Contractual Services- Programs	772,007.81	1,072,047.50	959,760.16	1,364,670.00
Materials & Supplies	179,247.33	409,378.00	247,013.75	390,408.00
Materials & Supplies -Programs	107,337.37	286,308.00	278,617.80	411,931.00
Computer SoftHardware Equip.	6,378.51	37,500.00	15,512.71	46,000.00
Other Equipment	14,392.27	77,300.00	128,578.86	227,000.00
Building & Landscaping	35,461.64	113,175.00	33,180.46	116,475.00
Insurance Expenses (PCL)	69,633.47	197,500.00	59,347.90	194,500.00
Employment Expenses	494,942.39	1,159,245.00	515,182.44	1,209,970.00
Utilities	227,964.87	511,385.00	187,921.63	523,180.00
Capital	295,052.96	1,441,155.00	853,416.74	4,121,537.00
Debt Service	22,829.55	1,231,659.00	10,058.07	1,271,658.00
Miscellaneous Expenses	180,915.26	346,503.00	232,240.39	400,923.00
Transfers Out	1,283,909.00	960,070.00	2,099,597.00	2,099,597.00
Chargebacks & Indirect Expense	419,248.00	411,501.75	492,647.00	492,647.00
Expense	6,243,355.60	12,752,134.25	8,618,442.11	17,789,019.00

General Ledger
 Consolidated Budget By
 Account Type



User: ncinquegrani
 Printed: 8/3/2022 1:36:04 PM
 Period 07 - 07
 Fiscal Year 2021 - 2022

Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
Revenue Total	9,693,363.16	12,472,034.00	12,477,454.35	19,685,948.00
Expense Total	6,243,355.60	12,752,134.25	8,618,442.11	17,789,019.00
Grand Total	3,450,007.56	-280,100.25	3,859,012.24	1,896,929.00

General Ledger
Consolidated Budget By
Account Type



User: ncinquegrani
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Period 07 - 07
Fiscal Year 2021 - 2022

Fund	Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
10	Corporate Fund				
10	Revenue				
10	Property Tax Receipts	1,119,206.23	2,088,000.00	1,128,324.15	2,141,300.00
10	Other Taxes	92,089.55	67,950.00	201,895.86	101,345.00
10	Interest Income	1,762.81	5,000.00	19,043.63	3,600.00
10	Miscellaneous Income	22,662.81	5,000.00	5,633.82	5,000.00
10	Transfers Received	101,535.00	<u>77,696.00</u>	104,223.00	<u>104,223.00</u>
10	Revenue	1,337,256.40	2,243,646.00	1,459,120.46	2,355,468.00
10	Expense				
10	Salaries & Wages	576,052.04	1,271,188.00	663,277.98	1,418,006.00
10	Contractual Labor	2,382.00	12,000.00	0.00	12,000.00
10	Contractual Services - Other	88,101.57	272,010.00	90,725.73	286,060.00
10	Materials & Supplies	68,065.75	180,754.00	82,981.09	173,954.00
10	Computer SoftHardware Equip.	1,132.98	20,500.00	11,910.63	29,000.00
10	Other Equipment	0.00	3,300.00	2,358.00	3,300.00
10	Building & Landscaping	33,553.61	102,000.00	20,626.88	105,000.00
10	Insurance Expenses (PCL)	69,633.47	197,500.00	59,347.90	194,500.00
10	Employment Expenses	201,979.80	509,000.00	214,773.25	552,000.00
10	Utilities	20,266.51	45,745.00	19,447.35	45,600.00
10	Miscellaneous Expenses	12,050.11	56,978.00	15,484.01	50,900.00
10	Transfers Out	2,374.00	<u>2,374.00</u>	2,374.00	<u>2,374.00</u>
10	Expense	1,075,591.84	2,673,349.00	1,183,306.82	2,872,694.00
Revenue Total		1,337,256.40	2,243,646.00	1,459,120.46	2,355,468.00
Expense Total		1,075,591.84	2,673,349.00	1,183,306.82	2,872,694.00
Grand Total		261,664.56	-429,703.00	275,813.64	-517,226.00
10	Corporate Fund	261,664.56	-429,703.00	275,813.64	-517,226.00

General Ledger
Consolidated Budget By
Account Type



User: ncinquegrani
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Period 07 - 07
Fiscal Year 2021 - 2022

Fund	Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
20	Recreation Fund				
20	Revenue				
20	Property Tax Receipts	789,310.46	1,484,900.00	831,821.29	1,474,857.00
20	Other Taxes	92,089.54	67,950.00	201,895.86	101,345.00
20	Charges for Services	1,083,385.03	1,485,500.00	1,405,920.74	1,720,000.00
20	Program Fees	3,129,486.09	3,165,607.00	4,113,290.59	4,170,391.00
20	Rentals	493,553.97	621,564.00	649,448.25	796,950.00
20	Concessions	16,576.82	58,500.00	65,245.25	34,250.00
20	Product Sales	0.00	0.00	30.00	0.00
20	Interest Income	503.40	5,000.00	18,519.68	4,800.00
20	Licenses & Permits	13,095.00	8,450.00	13,735.00	14,655.00
20	Grants & Donations	8,007.00	23,000.00	4,860.00	35,000.00
20	Miscellaneous Income	5,917.50	4,000.00	8,186.91	7,300.00
20	Chargeback Revenue	419,248.00	412,091.00	492,647.00	492,647.00
20	Revenue	6,051,172.81	7,336,562.00	7,805,600.57	8,852,195.00
20	Expense				
20	Salaries & Wages	1,067,726.90	1,954,861.00	1,186,925.70	2,077,857.00
20	Salaries & Wages - Programs	267,693.46	582,913.00	411,824.06	730,932.00
20	Contractual Services - Other	112,886.06	355,035.00	128,300.86	348,668.00
20	Contractual Services- Programs	772,007.81	1,072,047.50	959,760.16	1,364,670.00
20	Materials & Supplies	111,181.58	228,624.00	164,032.66	216,454.00
20	Materials & Supplies -Programs	107,337.37	286,308.00	278,617.80	411,931.00
20	Computer SoftHardware Equip.	5,245.53	17,000.00	3,602.08	17,000.00
20	Other Equipment	2,996.79	24,000.00	3,711.90	22,700.00
20	Building & Landscaping	1,908.03	11,175.00	12,553.58	11,475.00
20	Employment Expenses	288,087.37	633,445.00	293,380.74	639,720.00
20	Utilities	207,698.36	465,640.00	168,474.28	477,580.00
20	Miscellaneous Expenses	168,865.15	289,525.00	216,756.38	350,023.00
20	Transfers Out	1,204,035.00	879,696.00	2,016,223.00	2,016,223.00
20	Chargebacks & Indirect Expense	419,248.00	411,501.75	492,647.00	492,647.00
20	Expense	4,736,917.41	7,211,771.25	6,336,810.20	9,177,880.00
Revenue Total		6,051,172.81	7,336,562.00	7,805,600.57	8,852,195.00
Expense Total		4,736,917.41	7,211,771.25	6,336,810.20	9,177,880.00
Grand Total		1,314,255.40	124,790.75	1,468,790.37	-325,685.00
20	Recreation Fund	1,314,255.40	124,790.75	1,468,790.37	-325,685.00

General Ledger
Consolidated Budget By
Account Type



User: ncinquegrani
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Period 07 - 07
Fiscal Year 2021 - 2022

Fund	Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
45	Debt Service Fund				
45	Revenue				
45	Property Tax Receipts	659,923.68	1,228,659.00	658,615.30	1,228,658.00
45	Interest Income	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>
45	Revenue	659,923.68	1,229,659.00	658,615.30	1,229,658.00
45	Expense				
45	Debt Service	22,829.55	1,231,659.00	10,058.07	1,231,658.00
45	Transfers Out	<u>500.00</u>	<u>1,000.00</u>	<u>1,000.00</u>	<u>1,000.00</u>
45	Expense	23,329.55	1,232,659.00	11,058.07	1,232,658.00
Revenue Total		659,923.68	1,229,659.00	658,615.30	1,229,658.00
Expense Total		23,329.55	1,232,659.00	11,058.07	1,232,658.00
Grand Total		636,594.13	-3,000.00	647,557.23	-3,000.00
45	Debt Service Fund	636,594.13	-3,000.00	647,557.23	-3,000.00

General Ledger
Consolidated Budget By
Account Type



User: ncinquegrani
Printed: 8/3/2022 1:36:16 PM
Period 07 - 07
Fiscal Year 2021 - 2022

Fund	Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
55	Special Recreation Fund				
55	Revenue				
55	Property Tax Receipts	<u>388,704.37</u>	<u>719,583.00</u>	<u>393,203.16</u>	<u>723,993.00</u>
55	Revenue	388,704.37	719,583.00	393,203.16	723,993.00
55	Expense				
55	Salaries & Wages	19,193.14	49,400.00	24,312.87	45,000.00
55	Employment Expenses	4,875.22	16,800.00	7,028.45	18,250.00
55	Capital	<u>174,677.50</u>	<u>535,655.00</u>	<u>175,197.25</u>	<u>693,177.00</u>
55	Expense	198,745.86	601,855.00	206,538.57	756,427.00
Revenue Total		388,704.37	719,583.00	393,203.16	723,993.00
Expense Total		198,745.86	601,855.00	206,538.57	756,427.00
Grand Total		189,958.51	117,728.00	186,664.59	-32,434.00
55	Special Recreation Fund	189,958.51	117,728.00	186,664.59	-32,434.00

General Ledger
Consolidated Budget By
Account Type



User: ncinquegrani
Printed: 8/3/2022 1:36:16 PM
Period 07 - 07
Fiscal Year 2021 - 2022

Fund	Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
85	Asset Replacement Fund				
85	Revenue				
85	Grants & Donations	32,500.00	32,500.00	75,073.39	107,500.00
85	Miscellaneous Income	0.00	1,450.00	7,283.00	2,500.00
85	Transfers Received	1,182,374.00	<u>882,374.00</u>	1,995,374.00	<u>1,995,374.00</u>
85	Revenue	1,214,874.00	916,324.00	2,077,730.39	2,105,374.00
85	Expense				
85	Other Equipment	11,395.48	50,000.00	122,508.96	201,000.00
85	Capital	45,377.70	<u>126,000.00</u>	11,499.53	<u>111,000.00</u>
85	Expense	56,773.18	176,000.00	134,008.49	312,000.00
Revenue Total		1,214,874.00	916,324.00	2,077,730.39	2,105,374.00
Expense Total		56,773.18	176,000.00	134,008.49	312,000.00
Grand Total		1,158,100.82	740,324.00	1,943,721.90	1,793,374.00
85	Asset Replacement Fund	1,158,100.82	740,324.00	1,943,721.90	1,793,374.00

General Ledger
Consolidated Budget By
Account Type



User: ncinquegrani
Printed: 8/3/2022 1:36:16 PM
Period 07 - 07
Fiscal Year 2021 - 2022

Fund	Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
94	Capital Improvements Fund				
94	Revenue				
94	Interest Income	0.00	0.00	0.00	3,000.00
94	Grants & Donations	0.00	6,160.00	72,793.37	721,160.00
94	Debt Proceeds	0.00	0.00	0.00	3,675,000.00
94	Miscellaneous Income	<u>8,440.15</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00</u>
94	Revenue	8,440.15	6,160.00	77,793.37	4,399,160.00
94	Expense				
94	Capital	70,357.71	754,500.00	626,116.00	3,092,360.00
94	Debt Service	0.00	0.00	0.00	40,000.00
94	Transfers Out	<u>77,000.00</u>	<u>77,000.00</u>	<u>80,000.00</u>	<u>80,000.00</u>
94	Expense	147,357.71	831,500.00	706,116.00	3,212,360.00
Revenue Total		8,440.15	6,160.00	77,793.37	4,399,160.00
Expense Total		147,357.71	831,500.00	706,116.00	3,212,360.00
Grand Total		-138,917.56	-825,340.00	-628,322.63	1,186,800.00
94	Capital Improvements Fund	-138,917.56	-825,340.00	-628,322.63	1,186,800.00

General Ledger
Consolidated Budget By
Account Type



User: ncinquegrani
Printed: 8/3/2022 1:36:16 PM
Period 07 - 07
Fiscal Year 2021 - 2022

Fund	Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
96	Cash In Lieu of Land Fund				
96	Revenue				
96	Interest Income	0.00	100.00	0.00	100.00
96	Miscellaneous Income	<u>32,991.75</u>	<u>20,000.00</u>	<u>5,391.10</u>	<u>20,000.00</u>
96	Revenue	32,991.75	20,100.00	5,391.10	20,100.00
96	Expense				
96	Capital	<u>4,640.05</u>	<u>25,000.00</u>	<u>40,603.96</u>	<u>225,000.00</u>
96	Expense	4,640.05	25,000.00	40,603.96	225,000.00
	Revenue Total	32,991.75	20,100.00	5,391.10	20,100.00
	Expense Total	4,640.05	25,000.00	40,603.96	225,000.00
	Grand Total	28,351.70	-4,900.00	-35,212.86	-204,900.00
96	Cash In Lieu of Land Fund	28,351.70	-4,900.00	-35,212.86	-204,900.00

General Ledger
 Consolidated Budget By
 Account Type



User: ncinquegrani
 Printed: 8/3/2022 1:36:16 PM
 Period 07 - 07
 Fiscal Year 2021 - 2022

Fund	Description	2021 End Bal	2021 Budget	2022 End Bal	2022 Budget
Revenue Total		9,693,363.16	12,472,034.00	12,477,454.35	19,685,948.00
Expense Total		6,243,355.60	12,752,134.25	8,618,442.11	17,789,019.00
Grand Total		3,450,007.56	-280,100.25	3,859,012.24	1,896,929.00