



Meeting Held Electronically

**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, JANUARY 17, 2022 - 7:00 P.M.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

AGENDA

Due to the current COVID-19 pandemic, Village Board meetings are being conducted live and remotely via telecommunications to help prevent the spread of COVID-19. For best safety practices, the public can view the board meeting remotely via telecommunications using Zoom; however, to participate must attend the meeting in person. The public can view the meeting remotely as follows:

Website Address: <https://us02web.zoom.us/j/88327509039>

Meeting ID: 883 2750 9039

Dial In: +1 312 626 6799

This procedure is being followed pursuant to the Illinois Open Meetings Act (5 ILCS 120/2.01 et seq.) as amended by Public Act 101-0640.

Please be advised, all visitors to North Aurora Village Hall are required to wear face coverings, regardless of vaccination status. Participants and attendees in board and commission meetings are permitted to remove their face coverings once seated if they are vaccinated and able to maintain 6-feet of social distancing from other participants.

CALL TO ORDER - SILENT PRAYER - MEDITATION - PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 12/20/2021 and Committee of the Whole Minutes dated 12/20/2021
2. Interim Bills List Dated 01/03/2022 in the Amount of **\$110,036.10**
3. Interim Bills List Dated 01/11/2022 in the Amount of **\$58,055.00**
4. Bills List Dated 01/17/2022 in the Amount of **\$382,906.87**

NEW BUSINESS

1. Approval of Agreement with Williams Architects for Public Works Facility Design Services in the Estimated Amount of **\$961,093.00**
2. Approval of an Ordinance Amending Title 2 (Administration and Personnel) of the North Aurora Village Code Establishing an Administrative Hearing Procedure For Assessing and Determining Claims Under the Public Safety Employee Benefits Act (PSEBA)
3. Approval of July 3rd Fireworks Contract with Pyrotecnico Fireworks in the Amount of **\$28,750.00**

VILLAGE PRESIDENT

1. North Aurora Days Committee Appointments
 - a. Appointing New Members
 - i. Lynn Miller
 - ii. Julie Shoemaker

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, December 20, 2021**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely
via telecommunications.

CALL TO ORDER

Mayor Gaffino called the meeting to order.

SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

In attendance: Mayor Mark Gaffino, Trustee Mark Carroll, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Police Chief Dave Fisher.

AUDIENCE COMMENTS –

CONSENT AGENDA

1. Village Board Minutes dated 12/06/2021 and Committee of the Whole Minutes dated 12/06/2021
2. Bills List Dated 12/20/2021 in the Amount of \$156,388.49
3. Approval of Executive Session Minutes Dated 05/03/2021, 05/17/2021, 10/18/2021 and 11/15/2021
4. Approval of 2022 Meeting Schedules
5. Approval of Resolution Authorizing the Village Administrator to Execute the Purchase of a Utility Truck for the Public Works Water Division Exceeding the Spending Authority of the Village Administrator and in Lieu of Procurement Requirements Within the Village Purchasing Policy

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes, Trustee Curtis –yes. **Motion approved (6-0).**

NEW BUSINESS

1. Approval of Ordinance Ratifying Ordinance 98-03-09-02 Being an Ordinance to Vacate a Portion of Grant Street in the Village of North Aurora

Director Toth explained that the first three items on the agenda relate to the redevelopment of the Aurora Packing Company, Inc. property located at 125 Grant St. and 149 Grant St. The first Ordinance is ratifying Ordinance 98-03-09-02, being an ordinance to vacate a portion of Grant St. The Ordinance was approved by the Village Board on March 9, 1998, the ordinance vacates Grant St., the original order was displaced or lost, through the ratification or approval of this ordinance the 1998 Ordinance would be validated.

Motion for approval made by Trustee Curtis and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Curtis –yes, Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes. **Motion approved (6-0).**

2. Approval of Ordinance Approving the Aurora Packing Company Final Plat of Subdivision in the Village of North Aurora

Director Toth stated that the PUD for the Aurora Packing Company was approved by the Village Board on March 2, 2020 as part of that approval the Board approved the zoning and subdivision entitlements necessary for Aurora Packing Company, Inc., including the Aurora Packing Company Preliminary Plat of Subdivision. The Aurora Packing Company is seeking approval of the Final Plat of Subdivision which Director Toth deemed consistent with the original Preliminary Plat.

Motion for approval made by Trustee Salazar and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Salazar – yes, Trustee Carroll – yes, Trustee Curtis –yes, Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes. **Motion approved (6-0).**

3. Approval of Resolution Approving Release of Easements/Vacation Obligations and Parking License Agreement Aurora Packing Company, Inc

Director Toth explained that there were requirements of the PUD that were approved in 2020 which were conditions that the Village go back with Aurora Packing Company and get a license agreement to allow parking on the property. There are going to be a total of nine parking spaces that would be adjacent to the front entrance of the Aurora Packing Company. Eight of those spaces are planned to be ADA spaces which is why they want to locate them on the east bank of the river. Aurora Packing Company has been parking on both Village and Park District property which is located north of the proposed spaces, they also have lot two which is located at 56 Grant St. The terms of the proposed agreement allow for the use of Village property for parking in exchange for removing the asphalt and maintaining open space on the remainder of Village property, the adjacent Fox Valley Park District property and their property located at 56 Grant St.

Motion for approval made by Trustee Guethle and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes, Trustee Curtis –yes. **Motion approved (6-0).**

4. Approval of Ordinance Approving the Second Amendment to the Development Agreement between Village of North Aurora, Mark E. Sorrentino, Trustee of the Mark E. Sorrentino Trust No. 1 Dated October 14, 1996 and Progressive Concepts, LLC

Director Toth stated that the next two agenda items pertain to the Randall Square development which is located at the southwest corner of Randall Road and Oak Street. The developer was looking to subdivide parcel six and add a commercial building on the eastern property adjacent to Randall Road and an office building adjacent to Miller Drive. They were also requesting the reduction of a 50 foot building and yard setback adjacent to Randall Road and Oak Street, therefore there was an amendment to the development agreement as well as an amendment to the PUD agreement. This was recommended for approval by the Plan Commission on November 2, 2021 and went before the Committee of the Whole on November 15, 2021. There have since been no changes to the plan.

Motion for approval made by Trustee Niedzwiedz and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes, Trustee Curtis –yes, Trustee Guethle – yes, Trustee Lowery – yes. **Motion approved (6-0).**

5. Approval of an Ordinance Amending a Special Use as B-2 General Commercial Planned Unit Development for Lots 4,6,7,8,9 and 10 of Randall Square

Director Toth stated that this Ordinance would address the amendments mentioned, the request to have less than fifty foot setbacks, the sign variants and the plat approval.

Motion for approval made by Trustee Salazar and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Salazar – yes, Trustee Carroll – yes, Trustee Curtis –yes, Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes. **Motion approved (6-0).**

6. Approval of Ordinance Amending the Title 17 of the North Aurora Code Regarding Solar Energy Collection Panels

Director Toth explained that the Village Board was recently approached by a resident concerned about the current code regarding solar energy collection panels and the limitations they present. The current code does not allow for panels to face the street or a side corner yard. A draft ordinance was brought before and approved by the Plan Commission on December 7, 2021, stating that solar panels would be permissible on any roof plane on any building. Screening would no longer be required for non-residential buildings. The solar panels and the visible structural parts of the solar panel would be required to be monochromatic. An emergency direct current disconnect switch would no longer be required in the zoning ordinance and solar panels would no longer be required to only be used to generate energy for the property where it is located.

Motion for approval made by Trustee Lowery and seconded by Trustee Guethle. **Roll Call Vote:** Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Guethle – yes. **Motion approved (6-0).**

7. Approval of Ordinance Repealing Chapter 5.05 of Title 5 of the North Aurora Municipal Code (Contractor Registration)

Director Toth stated that this ordinance was discussed by the Committee of the Whole on December 6, 2021 with support for repealing the Contractor Registration program.

Motion for approval made by Trustee Curtis and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Curtis –yes, Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes. **Motion approved (6-0).**

8. Approval of Motion to Accept the Single Audit Report for the May 31, 2021 Fiscal Year

Administrator Bosco explained that the Village is required to have auditors conduct a “single audit” anytime the Village expends more than \$750,000 in federal grant money. A single audit was required for 2021 due to the Village receiving and expending a little over a million dollars distributed through the County as part of the CARES Act and Coronavirus Relief Fund.

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes, Trustee Curtis –yes. **Motion approved (6-0).**

VILLAGE PRESIDENT – Mayor Gaffino wished everyone happy holidays.

TRUSTEES COMMENTS – None

ADMINISTRATOR’S REPORT – None

ATTORNEY’S REPORT – None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – None
4. **Public Works** – None

ADJOURNMENT

Motion to adjourn was made by Trustee Guethle and seconded by Trustee Carroll. All in favor. **Motion approved.**

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, December 20, 2021**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely
via telecommunications.

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

In attendance: Mayor Mark Gaffino, Trustee Mark Carroll, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Police Chief Dave Fisher.

AUDIENCE COMMENTS – See below

TRUSTEE COMMENTS - None

DISCUSSION

1. Recreational Vehicles

Director Toth reminded the Board that on November 15, 2021 a resident addressed the Village Board with concerns regarding the restrictions associated with the Village's recreational vehicle provisions. The Village Board requested staff to bring back information on the Village code provisions for discussion which occurred at the December 6, 2021 Committee of the Whole meeting. The Board discussed the topic from both the perspective of the homeowner, with up-keeping the aesthetic of the neighborhoods, and the recreational vehicle owner, whether or not the Village is overregulating.

The discussion resulted in the suggestion of changing the hours residents are allowed to keep one recreational vehicle (which includes campers, motor homes, boats (and other watercraft), pop-up campers and utility trailers) in their front yard or corner side yard. The suggested changes were from "Friday noon to Monday" to "Thursday 6pm through Monday noon", "April 15 to April 30 and October 1 to October 15" to "April 15 through April 30 and October 1 through October 15".

The addition of "No recreational vehicle shall be parked or stored on public right-of-way" was added as well.

While some Trustees expressed that they were in agreement with the changes, Trustee Salazar expressed concerns about the proposed length of time that a resident can store an RV outside of their home. She stated that the new proposed time frame would allow RVs to be stored for half the week outside a resident's home and this may be unsightly to neighbors.

Trustee Curtis, while stating that she was in agreement with the changes, reiterated that North Aurora is a traditional suburban neighborhood and a person with multiple recreational vehicles who would like to store them at their home may not want to choose to live in North Aurora.

Trustee Carroll mentioned that many of the neighborhoods in North Aurora are also regulated by homeowners associations and they may have stricter regulations when it comes to RV storage at a residence.

The consensus of the Village Board was to move forward with the new verbiage. Director Toth stated that this will be taken before the Plan Commission for feedback.

2. Riverfront Park Plaza

Administrator Bosco reminded the Board that in 2017 the Riverfront Park Landscaping Master Plan was completed by in-house planning consultants Teska and Associates, Inc. The plan includes many amenities such as hillside seating, a pavilion and a plaza. The concept for the Plaza near the entry way of the park behind Village Hall was finalized and brought before the Village Board in March of 2019. The concept received favorable approval but was ultimately put on hold as staff learned that the state was reevaluating dam removal projects along the Fox River. The removal of the Fox River Dam could have an impact on the millrace adjacent to the proposed plaza location as it is fed by the Fox River.

It has been two years since the concept was shown to the Village Board and the IDNR's review of potential Fox River Dam removal is ongoing, staff wanted to reintroduce the current concept to the Village Board. Should the Board choose to continue moving forward, staff is prepared to bring agreements with Teska and Associates and WBK Engineering to the Village Board for approval that would finalize the concept and prepare all of the construction documents to bid the project.

There is currently funding in this year's capital budget in the amount of \$400,000 for this project. There is also a potential \$225,000 in grant money from the state of Illinois for infrastructure projects.

Administrator Bosco introduced Jody Mariano, Principal Landscape Architect with Teska and Associates to present the current concept for the Riverfront Park project.

Ms. Mariano detailed the overall Riverfront Park concept but focused in on the plaza project as this was the first phase of the overall concept proposed to be completed.

The Board asked about the timeline and pricing of the project. The next steps of the project was to go back to Teska and WBK Engineering to finalize the concept and prepare all of the construction documents to bid the project. At that time a more detailed pricing itemization would be available. If the Board were to move forward with the project, construction could begin the winter of 2022/23.

Trustee Carroll expressed concerns about moving forward with the project not knowing what the results of the IDNR's assessment of the dam removal would be as well as the way the economy is trending.

It was explained that the existence or non-existence of the dam and mill race does not have any bearing on the proposed plaza.

The IDNR has been reviewing the removal of the dam for eighteen months with the next scheduled update to the Village being January 18, 2022.

Mayor Gaffino stated that he believes that the plaza project is an important start to the redevelopment of the riverfront area. He also stated that the project doesn't hinge on whether or not there is a mill race.

Ms. Mariano explained that the current condition of the bridge over the mill race is unsafe, so whether the mill race stays or goes, the safety issue needs to be addressed. If the mill race does become dry,

alternative solutions to make use of that space will be explored but it will have no bearing on the proposed plaza space.

Conversation was had about alternative solutions to filling that space that may be left in the event the mill race becomes dry.

After discussion, the consensus of the Village Board was that they would like to see the project move forward however it would be more prudent to wait two months until the next projected IDNR update on the dam removal.

ADJOURNMENT TO EXECUTIVE SESSION

Motion to adjourn made by Trustee Guethle and seconded by Trustee Salazar. All in favor. **Motion approved.**

EXECUTIVE SESSION – Personnel

RETURN FROM EXECUTIVE SESSION

ADJOURNMENT

Motion to adjourn made by Trustee Guethle and seconded by Trustee Curtis. All in favor. **Motion approved.**

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasen
 Printed: 01/04/2022 - 10:30AM
 Batch: 00501.01.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aftermath, Inc.						
035660						
Cell Cleaning	155.00	01-440-4450	Prisoner Mtce & Supplies	JC2021-4752	12/14/2021	01/03/2022
Total:	155.00	*Vendor Total				
AIM						
046510						
Flex 125/ Dec 2021	154.00	01-430-4267	Finance Services	00035379	1/1/2022	01/03/2022
Total:	154.00	*Vendor Total				
Aurora Area Convention						
003770						
NA Lodging Tax/ Aug 2021	2,096.87	15-430-4752	90% Tourism Council	09012021	9/1/2021	01/03/2022
NA Lodging Tax/ Sept 2021	1,219.95	15-430-4752	90% Tourism Council	10012021	9/1/2021	01/03/2022
NA Lodging Tax/ Oct 2021	1,584.32	15-430-4752	90% Tourism Council	11012021	11/1/2021	01/03/2022
NA Hotel Tax/ Nov 2021	3,448.86	15-430-4752	90% Tourism Council	12062021	12/6/2021	01/03/2022
Total:	8,350.00	*Vendor Total				
Chicago Communications LLC						
468149						
Squad Camera Install- Squad #71 & #76	390.00	01-440-4411	Office Expenses	332231	12/15/2021	01/03/2022
Total:	390.00	*Vendor Total				
Chicago Metropolitan Agency						
034990						
CMAA Annual Dues	649.30	01-410-4390	Dues & Meetings	FY2022--174	12/3/2021	01/03/2022
Total:	649.30	*Vendor Total				
Commonwealth Edison						
000330						
Well #8 11/3 - 12/9	5,854.68	60-445-4662	Utility	4026128016	12/10/2021	01/03/2022
Total:	5,854.68	*Vendor Total				
Constellation NewEnergy, Inc.						
034130						
Well #6 11/2 - 12/3	2,918.56	60-445-4662	Utility	61198535101	12/9/2021	01/03/2022
Well #4/ WTP 11/4 - 12/7	8,446.04	60-445-4662	Utility	61219487701	12/9/2021	01/03/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	11,364.60	*Vendor Total				
David Lundardini						
468244						
Tarps & Supplies	112.71	01-440-4511	Vehicle Repair and Maint	12272021	12/27/2021	01/03/2022
Total:	112.71	*Vendor Total				
Display Sales						
017010						
Flags (6) For PD	306.00	01-440-4870	Equipment	INV-031394	12/20/2021	01/03/2022
Total:	306.00	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Srvc- Admin/ Nov 2021	2,220.00	01-430-4260	Legal	94983	11/30/2021	01/03/2022
Legal Srvc- Liquor/ Nov 2021	814.00	01-430-4260	Legal	94984	11/30/2021	01/03/2022
Legal Srvc- PD/ Nov 2021	934.25	01-440-4260	Legal	95339	11/30/2021	01/03/2022
Legal Srvc- Orch Commons Recapture/ Aug- 1	3,108.00	01-441-4260	Legal	95355	12/17/2021	01/03/2022
Total:	7,076.25	*Vendor Total				
Euclid Managers						
049670						
Short-Term Disability/ Jan 2022	384.57	01-000-2057	Short-Term Disability	12132021	12/13/2021	01/03/2022
Total:	384.57	*Vendor Total				
FullLife Safety Center						
041360						
CE Uniform	55.85	01-441-4160	Uniform Allowance	66344	12/20/2021	01/03/2022
Total:	55.85	*Vendor Total				
Geneva Construction Co.						
000530						
2021 Street Improvements- Pay #3	55,866.87	10-445-4875	Capital Improvements	59866	11/22/2021	01/03/2022
Total:	55,866.87	*Vendor Total				
Illinois Section American WWA						
025350						
ISAWWA Reg Update Mtg- Hake	92.00	60-445-4380	Training	200066543	10/12/2021	01/03/2022
Water Class Registration & Books- Harreld	462.00	60-445-4380	Training	200068218	12/22/2021	01/03/2022
Total:	554.00	*Vendor Total				
Illinois State Police Bureau of						
041810						
Fingerprint Fees/ Nov 2021	28.25	01-440-4799	Misc.	COST CTR 0	11/1/2021	01/03/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	28.25	*Vendor Total				
Mooney & Thomas, Pc						
001040						
Payroll Processing- Nov 2021	1,390.00	01-430-4267	Finance Services	1121311	11/30/2021	01/03/2022
Police Pension Payment- Dec 2021	70.00	80-430-4581	Banking Services/Fees	9213300	11/30/2021	01/03/2022
Total:	1,460.00	*Vendor Total				
North East Multi-Regional						
001520						
Training Class	125.00	01-440-4380	Training	296020	12/16/2021	01/03/2022
Total:	125.00	*Vendor Total				
Office Depot						
039370						
Office Supplies	12.46	01-430-4411	Office Expenses	21504856700	12/15/2021	01/03/2022
Office Supplies	12.46	01-445-4411	Office Expenses	21504856700	12/15/2021	01/03/2022
Office Supplies	12.46	60-445-4411	Office Expenses	21504856700	12/15/2021	01/03/2022
Office Supplies	12.46	01-441-4411	Office Expenses	21504856700	12/15/2021	01/03/2022
Office Supplies	8.29	01-430-4411	Office Expenses	21505897200	12/15/2021	01/03/2022
Office Supplies	91.65	60-445-4411	Office Expenses	21617737500	12/15/2021	01/03/2022
Office Supplies	23.79	60-445-4411	Office Expenses	21618245600	12/16/2021	01/03/2022
Total:	173.57	*Vendor Total				
Paddock Publications, Inc.						
026910						
Treasurer Report	677.01	01-430-4506	Publishing/Advertising	201284	12/5/2021	01/03/2022
Total:	677.01	*Vendor Total				
Paddock Publications						
044240						
Subscription 12/16 - 2/9	69.60	01-430-4411	Office Expenses	12162021	12/16/2021	01/03/2022
Total:	69.60	*Vendor Total				
Pitney Bowes Inc.						
017470						
Postage Machine Supplies	145.33	01-430-4505	Postage	1019571980	12/2/2021	01/03/2022
Total:	145.33	*Vendor Total				
Robyn, Stecklein						
022080						
Meals For Training	50.00	01-440-4370	Conferences & Travel	11092021-02	11/9/2021	01/03/2022
Total:	50.00	*Vendor Total				
Sign Rescue Inc						
468154						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Squad Repair	58.09	01-440-4931	Vehicle Equip Fund Charges	INV-346	12/20/2021	01/03/2022
Total:	58.09	*Vendor Total				
Springbrook Software LLC						
467920						
Web Payment- Dec 2021	922.00	60-445-4510	Equipment/IT Maint	INV-008015	12/3/2021	01/03/2022
Total:	922.00	*Vendor Total				
Technology Management Rev Fund						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2213352	12/15/2021	01/03/2022
Total:	723.32	*Vendor Total				
WBK Engineering, LLC						
467655						
Eng Srvc- General/ Nov 2021	1,075.00	01-441-4255	Engineering	22608	12/13/2021	01/03/2022
Eng Srvc- Aurora Packing/ Nov 2021	2,171.50	90-000-E248	Aurora Packing Company	22609	12/13/2021	01/03/2022
Eng Srvc- Ice Cream Dr Dev/ Nov 2021	5,737.00	90-000-E258	TCD -Logistics Ice Cream Dr	22611	12/13/2021	01/03/2022
Eng Srvc- Gerald Hyundai/ Nov 2021	4,931.60	90-000-E257	Gerald Hyundai Remodel	22613	12/13/2021	01/03/2022
Riverfront Park Plaza Feasibility	215.00	21-456-4255	Engineering	22646	12/15/2021	01/03/2022
Total:	14,130.10	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maint- Dec 2021	200.00	01-430-4512	Website Maintenance	30927	12/3/2021	01/03/2022
Total:	200.00	*Vendor Total				
Report Total:						
	110,036.10					

Accounts Payable

To Be Paid Proof List

User: ablasr
Printed: 01/11/2022 - 10:03AM
Batch: 00503.01.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Freeland CDJR LLC						
468252						
2022 Ram 2500 Utility Truck- Water Div	58,055.00	71-430-4869	Vehicles	01072022	1/7/2022	01/11/2022
Total:	58,055.00	*Vendor Total				
Report Total:	58,055.00					

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 01/13/2022 - 1:10PM
 Batch: 00502.01.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Ace Hardware						
000030						
Fasteners	28.41	01-445-4511	Vehicle Repair and Maint	12312021	12/31/2021	01/17/2022
Total:	28.41	*Vendor Total				
Adrienne Gilla						
468251						
Water Credit Refund	68.03	60-320-3340	Water Collections	12162021	12/16/2021	01/17/2022
Total:	68.03	*Vendor Total				
Aflac						
030540						
AFLAC- Dec 2021	80.48	01-000-2053	AFLAC	638046	12/28/2021	01/17/2022
Total:	80.48	*Vendor Total				
Air Services Company						
468256						
Air Compressor Eval- ETP	347.50	60-445-4567	Treatment Plant Repair/Maint	436503	12/20/2021	01/17/2022
Air Compressor Eval- WTP	217.50	60-445-4567	Treatment Plant Repair/Maint	436504	12/20/2021	01/17/2022
Total:	565.00	*Vendor Total				
Alfred Benesch & Company						
468255						
Bridge Inspections	12,774.61	21-450-4255	Engineering	201590	1/7/2022	01/17/2022
Total:	12,774.61	*Vendor Total				
Allegiant Fire Protection LLC						
467757						
Annual Sprinkler Inspection- PW Garage	220.99	01-445-4520	Public Buildings Rpr & Mtce	SO033456	12/13/2021	01/17/2022
Annual Sprinkler Inspection- ETP	200.99	60-445-4567	Treatment Plant Repair/Maint	SO033457	12/13/2021	01/17/2022
Annual Sprinkler Inspection- WTP	195.99	60-445-4567	Treatment Plant Repair/Maint	SO033458	12/13/2021	01/17/2022
Total:	617.97	*Vendor Total				
American Homes 4 Rent- IL LLC						
468248						
Water Credit Refund	108.50	60-320-3340	Water Collections	12162021-01	12/16/2021	01/17/2022
Sewer Maint Credit Refund	4.20	18-320-3350	Sewer Collection	12162021-02	12/16/2021	01/17/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	112.70	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control- VH	103.95	01-445-4520	Public Buildings Rpr & Mtce	13246431	1/1/2022	01/17/2022
Pest Control- PD	98.45	01-445-4520	Public Buildings Rpr & Mtce	13248401	1/1/2022	01/17/2022
Pest Control- TPs	91.95	60-445-4567	Treatment Plant Repair/Maint	13248690	1/1/2022	01/17/2022
Pest Control- Well #5	43.30	60-445-4567	Treatment Plant Repair/Maint	13250074	1/1/2022	01/17/2022
Total:	337.65	*Vendor Total				
Angelina Haeussler						
468250						
Water Credit Refund	52.73	60-320-3340	Water Collections	12162021-01	12/16/2021	01/17/2022
Sewer Maint Credit Refund	1.95	18-320-3350	Sewer Collection	12162021-02	12/16/2021	01/17/2022
Total:	54.68	*Vendor Total				
Aurora Area Convention						
003770						
NA Lodging Hotel Tax/ Nov 2021	1,877.86	15-430-4752	90% Tourism Council	01042022	1/4/2022	01/17/2022
Total:	1,877.86	*Vendor Total				
B & F Construction						
015600						
Bldg Plan Rvw- Aurora Packing/ Partial	6,150.71	01-441-4276	Inspection Services	58027	12/20/2021	01/17/2022
Bldg Plan Review- Advanced Care Medical	895.50	01-441-4276	Inspection Services	58100	12/30/2021	01/17/2022
Bldg Plan Review- Fox Metro Pump	1,070.00	01-441-4276	Inspection Services	58111	1/3/2022	01/17/2022
Total:	8,116.21	*Vendor Total				
Beacon News						
025450						
Newspaper Renewal 12/12/21	77.50	01-410-4799	Misc. Expenditures	12122021	12/12/2021	01/17/2022
Total:	77.50	*Vendor Total				
Borekci Real Estate, LLC						
468158						
NATC Rebate Sept 21 - Oct 21 Original All 50%	35,965.53	01-490-4781	Sales Tax Rebates	01132022-01	1/13/2022	01/17/2022
NATC Rebate Sept 21 - Oct 21 Inline 50%	6,634.23	01-490-4781	Sales Tax Rebates	01132022-02	1/13/2022	01/17/2022
Total:	42,599.76	*Vendor Total				
Brown & Brown Of Illinois, Inc.						
000520						
Notary- Buziecki	30.00	01-440-4799	Misc.	7555085	1/6/2022	01/17/2022
Total:	30.00	*Vendor Total				
C & R Specialists						
008640						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Truck Repair- Truck #191	1,591.60	01-445-4511	Vehicle Repair and Maint	12072021	12/7/2021	01/17/2022
Total:	1,591.60	*Vendor Total				
Camic Johnson, LTD.						
03989						
Adjudication Hearing	350.00	01-440-4260	Legal	132	12/28/2021	01/17/2022
Total:	350.00	*Vendor Total				
Carus Corporation						
033300						
WTP HMO Chems	847.48	60-445-4437	Chlorine	SLS10097261	12/8/2021	01/17/2022
ETP HMO Chems	2,750.32	60-445-4437	Chlorine	SLS10097264	12/8/2021	01/17/2022
ETP HMO Chems	1,580.18	60-445-4437	Chlorine	SLS10097553	12/22/2021	01/17/2022
Total:	5,177.98	*Vendor Total				
Casey Equipment Co, Inc						
010570						
Mini-Excavator Repair	118.40	60-445-4511	Vehicle Repair and Maint	P02406	12/9/2021	01/17/2022
Total:	118.40	*Vendor Total				
Certified Laboratories Division						
048600						
Frost Away & Tel-X Aerosol	497.58	01-445-4511	Vehicle Repair and Maint	7568877	11/2/2021	01/17/2022
Total:	497.58	*Vendor Total				
Cintas Corporation						
041590						
Rug & Towel Cleaning- PW Garage	39.06	01-445-4520	Public Buildings Rpr & Mtce	4098520745	10/12/2021	01/17/2022
Rug & Towel Cleaning- PW Garage	39.06	01-445-4520	Public Buildings Rpr & Mtce	4103941600	12/7/2021	01/17/2022
First Aid Supplies- PW Garage	124.39	01-445-4870	Equipment	5087216545	12/10/2021	01/17/2022
Total:	202.51	*Vendor Total				
Commonwealth Edison						
000330						
Well #9 11/15 - 12/16	248.93	60-445-4662	Utility	05431220261	12/17/2021	01/17/2022
Street Lights/ 355 Moorfield	11.57	10-445-4660	Street Lighting and Poles	0795092063	12/16/2021	01/17/2022
Street Lights/ 1901 Orchard Gateway	49.88	10-445-4660	Street Lighting and Poles	0835082016	12/6/2021	01/17/2022
Street Lights/ 1197 Comiskey	11.89	10-445-4660	Street Lighting and Poles	0903075187	12/16/2021	01/17/2022
Street Lights/ 1051 Kettle Ave	33.56	10-445-4660	Street Lighting and Poles	1083133047	12/6/2021	01/17/2022
East Tower Electric	90.76	60-445-4662	Utility	1313136025	12/8/2021	01/17/2022
Street Lights/ Rt56 & Rt25	146.93	10-445-4660	Street Lighting and Poles	1425064018	12/9/2021	01/17/2022
Street Lights/ 1193 Comiskey	11.89	10-445-4660	Street Lighting and Poles	1743032047	12/16/2021	01/17/2022
Street Lights	3,283.88	10-445-4660	Street Lighting and Poles	3771153008	12/16/2021	01/17/2022
Street Lights/ 211 River Rd	2,602.70	10-445-4660	Street Lighting and Poles	4007024020	12/15/2021	01/17/2022
Total:	6,491.99	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Compass Minerals America Inc.						
467908						
Road Salt	7,989.84	10-445-4439	Salt	905708	12/15/2021	01/17/2022
Road Salt	1,626.73	10-445-4439	Salt	909044	12/20/2021	01/17/2022
Total:	9,616.57	*Vendor Total				
Constellation NewEnergy, Inc.						
034130						
Well #7 11/5 - 12/8	4,906.93	60-445-4662	Utility	61237446801	12/13/2021	01/17/2022
Well #5/ ETP 11/5 - 12/8	9,948.28	60-445-4662	Utility	61237476201	12/13/2021	01/17/2022
Total:	14,855.21	*Vendor Total				
Corporate Concepts, Inc.						
04208						
CommDev Cubicle System/ Final	3,655.23	01-445-4870	Equipment	234706	12/14/2021	01/17/2022
Total:	3,655.23	*Vendor Total				
Creekside Compost, LLC						
467909						
Dirt Hauling	855.00	60-445-4568	Watermain Rprs. & Rplcmts.	21/12/1848-011/5/2022		01/17/2022
Dirt Hauling	855.00	01-445-4530	Public Grounds/Parks Maint	21/12/1848-011/5/2022		01/17/2022
Total:	1,710.00	*Vendor Total				
DACRA Adjudication Systems						
467842						
Adjudication- Dec 2021	1,850.00	01-440-4510	Equipment/IT Maint	DT-2021-12-C	12/31/2021	01/17/2022
Total:	1,850.00	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Srvc- Aurora Pack/ Nov 2021	175.00	90-000-E248	Aurora Packing Company	94981-01	11/30/2021	01/17/2022
Legal Srvc- Comm Dev/ Nov 2021	786.25	01-441-4260	Legal	94981-02	11/30/2021	01/17/2022
Legal Srvc- DR Hoton LV/ Nov 2021	70.00	90-000-E232	DR Horton - FV Golf Course	94982	11/30/2021	01/17/2022
Legal Srvc- PW/ Nov 2021	277.50	01-445-4260	Legal	94986	11/30/2021	01/17/2022
Legal Srvc- Valley Green/ Nov 2021	507.50	90-000-E250	Opus - Valley Green Project	94987	11/30/2021	01/17/2022
Total:	1,816.25	*Vendor Total				
Duke & Lee's Johnson's Garage & Towing, Inc.						
045190						
Tow & Accelerator Pedal Repair	538.40	01-445-4511	Vehicle Repair and Maint	075945	12/7/2021	01/17/2022
Total:	538.40	*Vendor Total				
eLineup, LLC						
467623						
Software Maint Annual Renewal	600.00	01-440-4555	Investigations	1029	12/1/2021	01/17/2022
Total:	600.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
End 2 End Technologies, LLC						
468242						
New SCADA Radios (2) For Wells	3,055.43	60-445-4565	Water Well Rpr & Mtce	91430	12/14/2021	01/17/2022
Total:	3,055.43	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
Orchard Gateway Phase 1 Design	13,303.12	21-450-4255	Engineering	73067	1/20/2022	01/17/2022
2021 Road Program Constr Eng	1,232.50	21-450-4255	Engineering	73068	1/20/2022	01/17/2022
RRA/ERP Study	1,464.00	60-445-4255	Engineering	73069	1/20/2022	01/17/2022
Well #5 Modification Design	2,833.00	60-463-4255	Engineering	73070	1/20/2022	01/17/2022
Total:	18,832.62	*Vendor Total				
FedEx Office						
034710						
Shipping- Sanitary IEPA Permit	27.48	18-445-4255	Engineering	7-606-18258	12/22/2021	01/17/2022
Total:	27.48	*Vendor Total				
Feece Oil						
031060						
Diesel Fuel	1,102.47	71-000-1340	Gas/Diesel Escrow	3846220	12/13/2021	01/17/2022
Mid-Grade Fuel	2,300.74	71-000-1340	Gas/Diesel Escrow	3849878	12/30/2021	01/17/2022
Diesel Fuel	1,547.72	71-000-1340	Gas/Diesel Escrow	3849879	12/30/2021	01/17/2022
Total:	4,950.93	*Vendor Total				
Fox Metro						
029650						
New Service Inspections (5)	240.00	60-445-4480	New Meters,rprs. & Rplcmnts.	12152021	1/15/2022	01/17/2022
Total:	240.00	*Vendor Total				
FOX METRO						
045480						
Sewer Bill- VH 9/30 - 11/30	58.77	01-445-4662	Utility	N02-0164	12/28/2021	01/17/2022
Sewer Bill- PW Garage 9/30 - 11/30	71.83	01-445-4662	Utility	N025182	12/28/2021	01/17/2022
Sewer Bill- PD 9/30 - 11/30	58.77	01-445-4662	Utility	N02-5784	12/28/2021	01/17/2022
Total:	189.37	*Vendor Total				
Global Water Technology, Inc.						
467862						
Water Treatment- VH	200.00	01-445-4520	Public Buildings Rpr & Mtce	57939	12/15/2021	01/17/2022
Total:	200.00	*Vendor Total				
Hach Company						
014100						
Annual Maint On SL 1000	518.00	60-445-4562	Testing (water)	12788780	12/11/2021	01/17/2022
CL17 Monitor Repair Parts	1,636.09	60-445-4567	Treatment Plant Repair/Maint	12789257	12/13/2021	01/17/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	2,154.09	*Vendor Total				
Hudson Homes						
468117						
Water Credit Refund	12.00	60-320-3340	Water Collections	12162021	12/16/2021	01/17/2022
Total:	12.00	*Vendor Total				
ILCMA						
019310						
Fin Dir Job Ad	50.00	01-430-4506	Publishing/Advertising	3266	1/4/2022	01/17/2022
Total:	50.00	*Vendor Total				
ILLCO Inc.						
040110						
O-Rings/ Gaskets	42.12	60-445-4567	Treatment Plant Repair/Maint	1394177	12/14/2021	01/17/2022
Ball Valves For TPs	525.00	60-445-4567	Treatment Plant Repair/Maint	1394550	12/23/2021	01/17/2022
Total:	567.12	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ January 2022	36,061.79	01-440-4130	Health Insurance	01132021-01	1/13/2022	01/17/2022
Health Insurance- Admin/ January 2022	7,538.23	01-430-4130	Health Insurance	01132021-02	1/13/2022	01/17/2022
Health Insurance- CommDev/ January 2022	2,707.59	01-441-4130	Health Insurance	01132021-03	1/13/2022	01/17/2022
Health Insurance- PW/ January 2022	13,366.17	01-445-4130	Health Insurance	01132021-04	1/13/2022	01/17/2022
Health Insurance- Water/ January 2022	8,287.88	60-445-4130	Health Insurance	01132021-05	1/13/2022	01/17/2022
Health Insurance- Retirees/ January 2022	1,928.68	01-000-2055	Payroll Deductions	01132021-06	1/13/2022	01/17/2022
Health Insurance- PD Pension/ January 2022	2,333.36	01-000-2055	Payroll Deductions	01132021-07	1/13/2022	01/17/2022
Life Insurance- PD/ January 2022	112.88	01-440-4135	Life Insurance	01132021-08	1/13/2022	01/17/2022
Life Insurance- PW/ January 2022	43.16	01-445-4135	Life Insurance	01132021-09	1/13/2022	01/17/2022
Life Insurance- Admin/ January 2022	16.60	01-430-4135	Life Insurance	01132021-10	1/13/2022	01/17/2022
Life Insurance- CommDev/ January 2022	16.60	01-445-4135	Life Insurance	01132021-11	1/13/2022	01/17/2022
Life Insurance- Water/ January 2022	19.92	60-445-4135	Life Insurance	01132021-12	1/13/2022	01/17/2022
Vision Insurance/ January 2022	689.46	01-000-2056	VSP - Employee Contributions	01132021-13	1/13/2022	01/17/2022
Voluntary Life/ January 2022	377.07	01-000-2052	Voluntary Life Insurance	01132021-14	1/13/2022	01/17/2022
Dental Insurance- Admin/ January 2022	254.13	01-430-4136	Dental Insurance	01132021-15	1/13/2022	01/17/2022
Dental Insurance- CommDev/ January 2022	69.78	01-441-4136	Dental Insurance	01132021-16	1/13/2022	01/17/2022
Dental Insurance- PD/ January 2022	825.99	01-440-4136	Dental Insurance	01132021-17	1/13/2022	01/17/2022
Dental Insurance- PW/ January 2022	376.02	01-445-4136	Dental Insurance	01132021-18	1/13/2022	01/17/2022
Dental Insurance- Water/ January 2022	170.61	60-445-4136	Dental Insurance	01132021-19	1/13/2022	01/17/2022
Dental Insurance- Employee/ January 2022	1,924.26	01-000-2054	Insurance Employee Reimburse	01132021-20	1/13/2022	01/17/2022
Total:	77,120.18	*Vendor Total				
John & Ann Hanson						
468247						
Water Credit Refund	35.70	60-320-3340	Water Collections	12162021	12/16/2021	01/17/2022
Total:	35.70	*Vendor Total				
JSN Contractors Supply						
041440						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Green Marking Paint	17.90	18-445-4570	Sewers Rpr & Mtce	85123-01	12/22/2021	01/17/2022
Blue Marking Paint	17.90	60-445-4568	Watermain Rprs. & Rplcmts.	85123-02	12/22/2021	01/17/2022
Total:	35.80	*Vendor Total				
K & D Sales & Service						
468253						
Chain Saw Parts	111.00	01-445-4510	Equipment/IT Maint	13228	11/11/2021	01/17/2022
Chain Saw Parts	108.16	01-445-4510	Equipment/IT Maint	13268	12/27/2021	01/17/2022
Total:	219.16	*Vendor Total				
Kane County Division of						
036170						
Traffic Light & Signal Maint Agreement	210.60	01-445-4545	Traffic Signs & Signals	2021-0000002	11/30/2021	01/17/2022
Total:	210.60	*Vendor Total				
Kane County Recorder						
010600						
Recording Sanitary Sewer Easements	600.00	01-445-4506	Publishing	11302021	11/30/2021	01/17/2022
Total:	600.00	*Vendor Total				
KB Collision & Customs						
046310						
Squad Repairs- Squad #70	676.08	01-440-4931	Vehicle Equip Fund Charges	4254	12/23/2021	01/17/2022
Total:	676.08	*Vendor Total				
Kimball Midwest						
467916						
Gloves	16.43	01-445-4870	Equipment	9140804	8/19/2021	01/17/2022
Crimper, Aquapel	79.33	01-445-4511	Vehicle Repair and Maint	9496038	12/28/2021	01/17/2022
Total:	95.76	*Vendor Total				
Konica Minolta						
024860						
AP Printer Maint 11/21 - 12/20	3.27	01-430-4411	Office Expenses	9008266845	12/20/2021	01/17/2022
AP Printer Maint 11/21 - 12/20	8.25	01-430-4411	Office Expenses	9008268695	12/21/2021	01/17/2022
Total:	11.52	*Vendor Total				
Kosher Surplus						
468254						
Night Vision Binocular	6,595.99	71-430-4870	Equipment	40323	1/22/2022	01/17/2022
Total:	6,595.99	*Vendor Total				
Lakeshore Recycling Systems						
032620						
Street Sweeping	6,989.00	01-445-4540	Streets & Alleys Rpr & Mtce	PS421250	12/15/2021	01/17/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	6,989.00	*Vendor Total				
Lauderdale Electric, Inc.						
468103						
Flag Pole Light Repair- PD	975.50	01-445-4530	Public Grounds/Parks Maint	8224-F	12/16/2021	01/17/2022
Christmas Light Repair In Park	511.00	01-445-4530	Public Grounds/Parks Maint	8225-F	12/16/2021	01/17/2022
Total:	1,486.50	*Vendor Total				
Layne Christensen Company						
025170						
Well #9 Pump Repair	16,352.35	60-445-4565	Water Well Rpr & Mtce	2156378	12/27/2021	01/17/2022
Total:	16,352.35	*Vendor Total				
Lee Jensen Sales Co., Inc.						
044070						
Tower Climbing Gear	1,190.00	60-445-4569	Water Tower Rpr & Mtce	0013872-00	12/16/2021	01/17/2022
Total:	1,190.00	*Vendor Total				
MacQueen Emergency						
468246						
Bulbs, Headlights	334.58	01-445-4511	Vehicle Repair and Maint	P13415	12/17/2021	01/17/2022
Total:	334.58	*Vendor Total				
Menards						
016070						
Custodial Supplies	93.98	01-445-4421	Custodial Supplies	75452	12/6/2021	01/17/2022
Bldg Maint Supplies	24.04	01-445-4520	Public Buildings Rpr & Mtce	75837	12/13/2021	01/17/2022
Air Line Suppliers	77.15	01-445-4520	Public Buildings Rpr & Mtce	75899	12/14/2021	01/17/2022
Paint Supplies- Trustee Office	74.83	01-445-4520	Public Buildings Rpr & Mtce	75900	12/14/2021	01/17/2022
Tie Down Tent Stakes	8.98	01-490-4761	Beautification Committee	75934	12/15/2021	01/17/2022
Plastic Spoons/ Forks	3.28	01-445-4521	Mosquito Control	75947-01	12/15/2021	01/17/2022
Tarp, Silicon Clear	59.76	01-445-4530	Public Grounds/Parks Maint	75947-02	12/15/2021	01/17/2022
Air Line Supplies	49.62	01-445-4520	Public Buildings Rpr & Mtce	75990	12/17/2021	01/17/2022
TP Tools, Cleaning Supplies, Misc	167.66	60-445-4567	Treatment Plant Repair/Maint	76000	12/16/2021	01/17/2022
Wedge Anchors	13.47	01-445-4545	Traffic Signs & Signals	76166	12/20/2021	01/17/2022
Wedge Anchors	13.47	01-445-4545	Traffic Signs & Signals	76187	12/20/2021	01/17/2022
PVC Pipe, Coupling Valve, Tee & Screws	28.92	01-445-4520	Public Buildings Rpr & Mtce	76192	12/20/2021	01/17/2022
TP Supplies	41.83	60-445-4567	Treatment Plant Repair/Maint	76235	12/21/2021	01/17/2022
Ice Melt- VH	25.47	01-445-4530	Public Grounds/Parks Maint	76477	12/28/2021	01/17/2022
Wire, Pins, Clevis	10.95	01-445-4520	Public Buildings Rpr & Mtce	76537	12/29/2021	01/17/2022
Garbage Bags	44.16	01-445-4421	Custodial Supplies	76756-01	1/3/2022	01/17/2022
Pipe Fittings	10.56	01-445-4520	Public Buildings Rpr & Mtce	76756-02	1/3/2022	01/17/2022
Total:	748.13	*Vendor Total				
METRONET						
467874						
Phone, Internet 12/24 - 1/23	774.61	01-430-4652	Phones and Connectivity	12242021-01	12/24/2021	01/17/2022
Phone, Internet 12/24 - 1/23	635.86	01-445-4652	Phones and Connectivity	12242021-02	12/24/2021	01/17/2022
Phone, Internet 12/24 - 1/23	721.17	60-445-4652	Phones and Connectivity	12242021-03	12/24/2021	01/17/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Phone, Internet 12/24 - 1/23	574.59	01-441-4652	Phones and Connectivity	12242021-04	12/24/2021	01/17/2022
Phone, Internet 12/24 - 1/23	1,772.41	01-440-4652	Phones and Connectivity	12242021-05	12/24/2021	01/17/2022
Phone, Internet- Silo 12/24 - 1/23	92.20	01-430-4652	Phones and Connectivity	12242021-06	12/24/2021	01/17/2022
Total:	4,570.84	*Vendor Total				
Midwest Awards						
001540						
Retirement Plaque- Kitner	43.95	01-440-4799	Misc.	33872	1/3/2022	01/17/2022
Total:	43.95	*Vendor Total				
Miller Coffee Property, LLC						
467786						
Annual Moka TIF Reimb	40,000.00	12-480-4784	TIF Reimbursements/Grants	01072022	1/7/2022	01/17/2022
Total:	40,000.00	*Vendor Total				
Monroe Truck Equipment, Inc.						
031330						
Air Tailgate Cylinder Kit	270.63	01-445-4511	Vehicle Repair and Maint	334509	11/5/2021	01/17/2022
Total:	270.63	*Vendor Total				
Motorola Solutions- STARCOM21						
002980						
Starcom- Jan 2022	480.00	01-440-4652	Phones and Connectivity	624372021120	1/1/2022	01/17/2022
Total:	480.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Diode Rectangular- Truck #180	340.46	01-445-4511	Vehicle Repair and Maint	398038	12/7/2021	01/17/2022
Fuel Filter & Funnel- 2006 Chevy	9.06	01-445-4511	Vehicle Repair and Maint	398213	12/9/2021	01/17/2022
Spark Plugs	5.22	01-445-4511	Vehicle Repair and Maint	398225	12/9/2021	01/17/2022
Air Hose	88.18	01-445-4511	Vehicle Repair and Maint	398545	12/14/2021	01/17/2022
Tools & Air Compressor	117.94	01-445-4870	Equipment	398595	12/14/2021	01/17/2022
PW Tools	143.05	01-445-4870	Equipment	398741	12/15/2021	01/17/2022
Air Compressor	87.89	01-445-4870	Equipment	398767	12/16/2021	01/17/2022
Rainx Weather Beat	155.60	01-445-4511	Vehicle Repair and Maint	399059	12/20/2021	01/17/2022
PW Tools	32.30	01-445-4870	Equipment	399165	12/21/2021	01/17/2022
Coupler, Adapter	34.66	01-445-4511	Vehicle Repair and Maint	399497	12/27/2021	01/17/2022
Coupler, Adapter, Plug	51.10	01-445-4511	Vehicle Repair and Maint	399513	12/27/2021	01/17/2022
Boxed Capsules- Truck #179	22.24	01-445-4511	Vehicle Repair and Maint	399548	12/28/2021	01/17/2022
Windshield Washer	6.30	01-445-4511	Vehicle Repair and Maint	399583	12/28/2021	01/17/2022
Total:	1,094.00	*Vendor Total				
North East Multi-Regional						
001520						
Training Class- Johnson	450.00	01-440-4380	Training	296239	12/21/2021	01/17/2022
Total:	450.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Office Depot						
035720						
Office Supplies	43.22	01-440-4411	Office Expenses	2539570179	12/2/2021	01/17/2022
Total:	43.22	*Vendor Total				
Paddock Publications, Inc.						
026910						
Text Amendment Notice	44.85	01-441-4506	Publishing	203349	12/20/2021	01/17/2022
Total:	44.85	*Vendor Total				
Paul L Buddy Plumbing & Heating						
021070						
Toliet Repair- PW Garage	441.00	01-445-4520	Public Buildings Rpr & Mtce	30820	12/6/2021	01/17/2022
Total:	441.00	*Vendor Total				
Peerless Network, Inc						
468245						
25 E. State Street Lines	87.87	01-430-4652	Phones and Connectivity	478513-01	12/15/2021	01/17/2022
25 E. State Street Lines	87.87	01-441-4652	Phones and Connectivity	478513-02	12/15/2021	01/17/2022
25 E. State Street Lines	87.87	01-445-4652	Phones and Connectivity	478513-03	12/15/2021	01/17/2022
25 E. State Street Lines	87.88	60-445-4652	Phones and Connectivity	478513-04	12/15/2021	01/17/2022
314 Butterfield Road Lines	3.21	01-445-4652	Phones and Connectivity	478513-05	12/15/2021	01/17/2022
200 S. Lincolnway Lines	60.40	01-440-4652	Phones and Connectivity	478513-06	12/15/2021	01/17/2022
Total:	415.10	*Vendor Total				
Physicians Immediate Care, North Chicago LLC						
049540						
New Employee Testing- Wagner	45.00	01-430-4799	Misc.	42432265	1/5/2022	01/17/2022
Total:	45.00	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Eng Svcs- LV/ Dec 2021	1,579.00	01-441-4255	Engineering	28267	1/7/2022	01/17/2022
Eng Svcs- LV/ Dec 2021	1,620.49	90-000-E232	DR Horton - FV Golf Course	28268	1/7/2022	01/17/2022
Eng Svcs- Water Twr Bid/ Dec 2021	964.70	60-472-4255	Engineering	28269	1/7/2022	01/17/2022
Total:	4,164.19	*Vendor Total				
Ronald R. Lemen						
030560						
Stage & Audio Contract Deposit- NAD 2022	2,750.00	15-430-4751	North Aurora Days Expenses	01042021	1/4/2022	01/17/2022
Total:	2,750.00	*Vendor Total				
Servicemaster						
009150						
19 S Lincolnway Clean Up	14,875.00	12-480-4875	Capital Improvements	4602	12/27/2021	01/17/2022
Total:	14,875.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Sherwin-Williams						
467715						
Paint For Trustee Office	57.10	01-445-4520	Public Buildings Rpr & Mtce	2272-8	12/17/2021	01/17/2022
Total:	57.10	*Vendor Total				
Sprayer Specialties Inc.						
023510						
Clamps, Flanges	187.33	01-445-4510	Equipment/IT Maint	1140518-IN	12/8/2021	01/17/2022
Flanges	72.97	01-445-4510	Equipment/IT Maint	1140555-IN	12/9/2021	01/17/2022
Total:	260.30	*Vendor Total				
Springbrook Software LLC						
467920						
Web Payment- Jan 2022	1,002.00	60-445-4510	Equipment/IT Maint	INV-008230	1/5/2022	01/17/2022
Total:	1,002.00	*Vendor Total				
Testing Service Corporaton						
014450						
Watermain Pavement Cores- Chestnut & Locust	980.00	60-445-4255	Engineering	IN122124	12/28/2021	01/17/2022
2022 Road Program Pavement Cores	4,300.00	21-450-4255	Engineering	IN122125	12/23/2021	01/17/2022
Sanitary Swr Soil Testing- Cherry Tree	1,000.00	18-445-4255	Engineering	IN122138	12/28/2021	01/17/2022
Water Main Soil Testing- Chestnut & Locust	1,000.00	60-445-4255	Engineering	IN122139	12/28/2021	01/17/2022
2022 Road Program Soil Testing	1,300.00	21-450-4255	Engineering	IN122140	12/28/2021	01/17/2022
Total:	8,580.00	*Vendor Total				
The Blue Line						
030120						
Ofc Recruitment Ad	348.00	01-440-4380	Training	42626	1/5/2022	01/17/2022
Total:	348.00	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
December Newsletter	1,445.93	01-430-4507	Printing	27147-01	12/31/2021	01/17/2022
December Water Bill	2,078.32	60-445-4507	Printing	27147-02	12/31/2021	01/17/2022
Total:	3,524.25	*Vendor Total				
Thom Jungels						
039460						
Inspections (50)- Dec 2021	2,500.00	01-441-4276	Inspection Services	01052022	1/5/2022	01/17/2022
Total:	2,500.00	*Vendor Total				
Traci Langford						
468249						
Water Credit Refund	13.33	60-320-3340	Water Collections	12162021	12/16/2021	01/17/2022
Total:	13.33	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Traffic Control & Protection						
021520						
Stop Sign (10), Misc Face (10)	491.50	01-445-4545	Traffic Signs & Signals	110566	12/30/2021	01/17/2022
Total:	491.50	*Vendor Total				
Tri-County						
027350						
Snow Plowing 1/2/22	17,773.00	01-445-4538	Snow Removal	22-01-9100	1/3/2022	01/17/2022
Total:	17,773.00	*Vendor Total				
UPS						
051420						
Shipping	19.16	60-445-4505	Postage	0000Y7479E5	12/25/2021	01/17/2022
Total:	19.16	*Vendor Total				
USA Blue Book						
035680						
Hyd Flushing Elbow	129.95	60-445-4563	Fire Hydrant Repair/maint	810218	12/3/2021	01/17/2022
Total:	129.95	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone 12-13 - 1/12	36.01	01-430-4652	Phones and Connectivity	9894997643-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	47.39	01-445-4652	Phones and Connectivity	9894997643-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	67.81	01-440-4652	Phones and Connectivity	9894997643-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	69.12	01-430-4652	Phones and Connectivity	9894997644-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	157.65	01-445-4652	Phones and Connectivity	9894997644-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	116.76	60-445-4652	Phones and Connectivity	9894997644-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	89.41	01-441-4652	Phones and Connectivity	9894997644-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	262.35	01-440-4652	Phones and Connectivity	9894997644-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	91.48	01-430-4652	Phones and Connectivity	9894997645-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	151.04	01-445-4652	Phones and Connectivity	9894997645-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	511.23	60-445-4652	Phones and Connectivity	9894997645-C	12/12/2021	01/17/2022
Cell Phone 12-13 - 1/12	240.89	01-440-4652	Phones and Connectivity	9894997645-C	12/12/2021	01/17/2022
Total:	1,841.14	*Vendor Total				
Water Products Company						
001170						
WM Repair Clamp	163.15	60-445-4568	Watermain Rprs. & Rplcmnts.	0307350	1/5/2022	01/17/2022
Total:	163.15	*Vendor Total				
WBK Engineering, LLC						
467655						
Eng Svcs- Opus Dev/ Nov 2021	13,731.99	90-000-E250	Opus - Valley Green Project	22610	12/13/2021	01/17/2022
Eng Svcs- Fontunato/ Nov 2021	344.00	90-000-E142	Hardware Restaurant	22612	12/13/2021	01/17/2022
Eng Svcs- Fox Metro Pump/ Nov 2021	602.00	90-000-E268	Fox Metro Pump Station (151 N	22614	12/13/2021	01/17/2022
Eng Svcs- River Front Park Plaza/ Nov 2021	1,416.50	21-456-4255	Engineering	22691	12/31/2021	01/17/2022
Eng Svcs- Tanner Conveyance Ph 2/ Nov 2021	832.25	21-456-4255	Engineering	22705	12/31/2021	01/17/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	16,926.74	*Vendor Total				
Weldstar Company						
014090						
Nitrogen	32.70	01-445-4510	Equipment/IT Maint	0002020814	12/13/2021	01/17/2022
Qtrly Cylinder Rental	163.80	01-445-4510	Equipment/IT Maint	0002023848	12/24/2021	01/17/2022
<hr/>						
Total:	196.50	*Vendor Total				
<hr/>						
Report Total:	382,906.87	<hr/>				



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: January 7, 2021

Re: Agreement with Williams Architects Public Works Facility Design
Services in the Estimated Amount of \$961,093

In order to design and construct the Public Works Facility, the Village needs to assemble a team of architects, engineers, and construction managers. The Village has already approved the civil engineering contract with WBK engineers and is now seeking Village Board approval of the architectural firm selected through the RFQ process. The next step in this process will be to engage the architectural firm selected to assist the Village with issuing an RFQ for a Construction Management firm (CM) and begin the design process outlined in the agreement.

On July 26, 2021, the Village advertised a Request for Proposals (RFP) for Architectural/ Engineering Services. Twelve qualified firms submitted Statements of Qualifications (SOQ) for consideration. The Village's selection committee, consisting of six staff members, thoroughly evaluated the qualifications of each firm. This committee identified two firms that were the most qualified and contacted them to participate in the interview process so that we could more carefully consider which firm would fit best with our design team. After conducting the interviews, staff deliberated and came to a consensus that Williams Architects is the most qualified firm for this project. Williams was invited to the Committee of the Whole meeting to introduce their firm and discuss their experience and credentials.

Since Board review from the September 20, 2021 meeting, staff has been negotiating the agreement with Williams Architects. The agreement outlines the scope of work, compensation, and legal parameters.

This agreement is structured primarily to compensate the Architect at the hourly rates of the employees based on the scope of work outlined in the contract. The scope of this work includes the major elements of the architectural design and the design of the mechanical, electrical, and plumbing systems. The agreement compensates some sub-consultants performing minor tasks on a lump sum basis for the scope of work they complete. This work includes: interior finishes design, low voltage electrical design, and planning and design review studying specifics of site circulation.

The agreement is structured in several phases and written approval from Village staff is required before work begins on a subsequent phase. The initial phase is the Validation phase. This phase examines the Space Needs Study prepared by Legat and evaluates the initial conclusions derived in the study and proposes changes or makes additional recommendations. Concurrently in this phase Williams will assist the Village in selecting a Construction Manager.

The next phase is Schematic Design Phase, which will develop a preliminary design that can be used by a Construction Manager to develop an initial cost estimate. Design Development is the following phase, which is the production of a detailed design. Contract Documents is the phase after that, in which the design in the form of plans and specifications are developed. These are then used in the following phase, Bidding phase, in which the Architect will assist the Construction Manager and Village by providing clarifications and answers that arise during the bidding process. The final phase will be the Construction Phase, which is the inspection of the construction and compiling documentation necessary for project close-out.

The current budget has funds to support the work that will be performed in the current fiscal year with the balance of the funds budgeted in Fiscal Year 22-23.

Village staff, including Administration, Finance, and Public Works, as well as the Village Attorney, have all reviewed the agreement and are recommending it for approval. Staff is recommending approval of an agreement total with Williams and Associates to provide Architectural and Engineering Services for the design of a Public Works Facility or Facility Expansion in the estimated amount of \$961,093. If the scope of work were to increase the estimated cost could increase as well.

AIA[®] Document B133[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 18 day of January in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Village of North Aurora
25 East State St.
North Aurora, IL 60542

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

Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143

for the following Project: WA Project No.: 2021-049
(Name, location, and detailed description)

Public Works Facility Improvements at the existing Public Works facility at:
314 Butterfield Road
North Aurora, IL 60542

The Construction Manager (if known):
(Name, legal status, address, and other information)

To Be Determined (TBD)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017[™], General Conditions of the Contract for Construction; A133–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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.")

Previous planning analysis and the Owner's desire to remain operational throughout the construction phase.

§ 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.)

The current Public Works facility is a 12,000 sf pre-engineered metal building with an existing salt dome, two existing sheds and a fueling station on the current site. The Owner's program included approximately 23,000 sf of additions to the existing facility, renovations of the existing 12,000 sf building, a new relocated salt dome and fueling island along with demolition of the existing sheds.

§ 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.)

This project includes validation of the existing space needs, and studying a second option, which is an all new facility on the existing site. The final scope and decision regarding renovations and additions or all new would be completed during this validation phase, prior to moving into Schematic Design.

§ 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.)

Initial expectations are \$9,000,000 - \$12,000,000 for the building and site construction.

Init.

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

.1 Design phase milestone dates, if any:

Based upon timely decisions and approvals the following are the initial schedule expectations:

Description	Duration
Board Approval	1 Day
Project Start-Up and Data Exchange	2 Weeks
Validation	8 Weeks
Schematic Design	10 Weeks
SD Quality Control	1 Week
SD Cost Estimate (by CM)	1 Week
Owner Approval	2 Weeks
Design Development	10 Weeks
DD Quality Control	1 Week
DD Cost Estimate (by CM)	3 Weeks
Owner Approval	1 Week
Construction Documents	12 Weeks
CD Quality Control	2 Weeks
CD Cost Estimate (by CM)	2 Weeks
Owner Approval	1 Day
Bidding	3 Weeks
Village Contractor's Contract(s) Approval	3 Weeks
Construction Administration (TBD by CM)	12 Months

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

- ☒ [X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- ☐ [] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

Init.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Owner may consider multiple bid releases to accelerate the project schedule. This to be determined after the Construction Manager is retained.

§ 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.)

Meet or exceed code requirements.

No LEED or other certifications are part of the Village's goals for the facility.

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

John Laskowski / Public Works Director

Steve Bosco, Village Administrator

§ 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.)

TBD

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

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

.1 Construction Manager:

TBD

.2 Civil Engineer:

WBK Engineering
116 W. Main St., Suite 201
St. Charles, IL 60174

.3 Land Surveyor:

W.E. Hanna Surveyors
508 Pine St.
DeKalb, IL 60115

.4 Geotechnical Engineer:

TBD

.5 Environmental Review:

TBD

.6 Other consultants and contractors:

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

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Mark S. Bushhouse, AIA, LEED AP
Principal-in-Charge

Marc C. Rohde, AIA, LEED AP
Sr. Project Manager

The named individuals on behalf of the Architect shall remain in that position for the duration of the Project unless he or she leaves the employment of Architect or his or her removal is agreed to by Owner in writing. In the event such person is replaced because such person has left the employment of Architect, then the individual designated as the replacement shall be as agreed upon between Architect and the Owner. In the event of such replacement the Architect agrees that the design team shall meet with the Owner or Board of Owner to review individual roles and responsibilities for completion of the Project. Time spent by the Architect to comply with these provisions shall be deemed part of the Architect's basic services.

§ 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:

IMEG Corporation
1100 Warrenville Road, Suite 400W
Naperville, IL 60563

.2 Mechanical, Electrical, Plumbing & Fire Suppression Engineer:

IMEG Corporation
1100 Warrenville Road, Suite 400W

(Paragraphs deleted) Naperville, IL 60563

§ 1.1.12.2 Consultants retained under Additional Services:

.1 Landscape Design:

Upland Design
24042 W. Lockport St., Suite 200
Plainfield, IL 60544

.2 Low Voltage Wiring & Systems Design:

Sentinel Technologies
2550 Warrenville Rd.
Downers Grove, IL 60515

.3 Interior Finishes & Furniture Design:

Williams Interiors
500 Park Boulevard, Suite 800
Itasca, IL 60143

.4 Maintenance Equipment & Facility Design

Whitman, Requardt & Associates, LLP
801 South Caroline St.
Baltimore, MD 21231

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

N/A

§ 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.

(Paragraph deleted)

§ 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.

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 registered in the jurisdiction where the Project is located to provide the services required by this Agreement, and shall cause such services to be performed by appropriately licensed design professionals as required by law.

§ 2.2 . 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 the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager. However, the Architect shall have the duty to inform the Owner of any observed or known deficiencies in the actions of the Construction Manager which may serve to compromise the Project.

§ 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 Insurance. The Architect shall maintain the following insurance until termination of this Agreement

Init.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) 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 Dollars (\$ 1,000,000) combined single limits and aggregate for bodily injury and property damage 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 liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than Five Hundred thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and five Hundred Thousand Dollars (\$500,00) policy limit.

§ 2.6.5 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) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.6.6 **Additional Insured Obligations.** The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insurance coverage shall apply to both ongoing operations and completed operations.

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

(Paragraph deleted)

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 those of its consultants for structural, mechanical, plumbing, fire suppression and electrical engineering services. Services not set forth in this Article 3 are Additional Services. It is the intent of the parties that the Architect shall provide the above referenced services to design the Project and prepare the Construction Documents that sufficiently and adequately detail the requirements for construction. The Owner shall be liable for (1) the cost of those services that are provided by the Owner or third parties and that are expressly designated herein or in a Project Memorandum per Article 13.1 as being the 'Owner's responsibility' or are 'Owner-provided' and (2) the cost of those engineering or consulting services that become necessary as a result of a change in Project scope affecting the Architect and that are the subject of a written agreement between the Owner and the Architect.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, 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 consultants. The Architect shall be entitled to rely on the accuracy and completeness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase

services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 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. The Architect shall be responsible for the coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to the Construction manager, any subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause and with due notice to the other party.

§ 3.1.6 The Owner shall notify the Architect in writing if the Owner intends to issue an Owner's directive or substitution or accept non-conforming work. The Architect shall promptly review and evaluate if the directive, substitution or non-conforming work is acceptable and make recommendations to the Owner as to acceptance or rejection of same. The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made against the Architect's recommendations.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall be responsible with the Assistance of the Owner for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making such changes in the construction documents as may be suggested by said governmental authorities at his expense when instructed to do so by the Owner. The Owner shall be responsible to pay all fees, including permitting fees, associated with such approvals.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Validation Phase Services

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

§ 3.3.2 The Architect shall prepare an evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain 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.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including more new facilities and less remodeled facilities.

§ 3.3.3.1 The Architect shall submit the Validation Documents to the Owner and the Construction Manager and request the Owner's written approval. The Architect shall meet with the Construction Manager to review the Validation Documents.

§ 3.3.3.2 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Validation Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Validation Documents. If revisions to the Validation Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Validation Phase, the Architect shall incorporate the required revisions in the Schematic Design Phase.

§ 3.3.3.3 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.

§ 3.3.4 Schematic Design Phase Services

§ 3.3.5 Based on the Owner's approval of the Validation design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the 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.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, 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 Article 4.

§ 3.3.5.2 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager and request the Owner's written approval. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 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, identify agreed upon adjustments to the Project's size, quality, or budget, 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 the required revisions in the Design Development Phase.

§ 3.3.8 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.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization to proceed with Design Development and of any adjustments in the Project requirements and the budget for the Cost of the

Init.

Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review.. 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.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager and request the Owner's written approval. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 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.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization to proceed with the Construction Documents and 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 review and 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 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 Construction Manager 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.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager for the Owner's written approval. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and 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.

§ 3.5.6 Architect shall provide quality control review of documents prior to release by Construction Manager for bidding.

§ 3.5.7 The Architect, or Construction Manager as applicable, shall be responsible, with the assistance of the Owner, for filing documents required for the approval of the governmental authorities, having jurisdiction over the project. The Architect shall be responsible for making such changes in the construction documents as may be suggested by said governmental authorities at his expense when instructed to do so by the Owner. The Architect shall not be responsible for site, civil and water and sewer permitting assistance.

§ 3.6 Bidding or Negotiation Phase Services

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

- .1 participating in a pre-bid conference for prospective bidders, and

- 2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.6.1 The Architect shall, as an Additional Service per Article 11.3, consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6.2 The Architect shall provide conformed construction documents incorporating changes required for permits and final project scope included in Owner Contractor Agreement.

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.7.1.2 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or the Owner’s issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment. t.

§ 3.7.1.3 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 safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s 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 of any other persons or entities performing portions of the Work.

(Paragraph deleted)

§ 3.7.2 Evaluations of the Work

§ 3.7.2.1 The Architect shall visit the site as required herein and in Section 4.3.3, 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. Site visits shall occur on an average of once every two weeks, but may be more or less frequent depending on the construction activity as further defined in Section 4.3.3. 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 provide field reports that keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, and (2) defects and deficiencies observed in the Work. A copy of the field reports shall be provided to the Construction Manager.

(Paragraph deleted)

§ 3.7.2.2 The Architect has the authority to recommend to the Owner, that the Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner, that the Owner 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 Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

(Paragraph deleted)

§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or 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.

§ 3.7.2.4 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 both Owner and Construction Manager, 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.

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.7.3 Certificates for Payment to Construction Manager

(Paragraph deleted)

§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.7.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is 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.

§ 3.7.3.2 The issuance of a 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 the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

(Paragraph deleted)

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

(Paragraph deleted)

§ 3.7.3.4 The Architect shall not review any waivers of lien from Contractor or its subcontractors or suppliers nor shall it investigate or verify if the Contractor, its subcontractors or material suppliers have received payment.

§ 3.7.4 Submittals

(Paragraph deleted)

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness (minimum review time of ten (10) business days and maximum review time of fifteen (15) business days without notification to Owner and approval of same) while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

(Paragraph deleted)

§ 3.7.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. 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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or unless otherwise specifically stated by the Architect of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager, that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect 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.

(Paragraphs deleted)

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

§ 3.7.5 Changes in the Work

(Paragraphs deleted)

§ 3.7.5.1 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. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraph deleted)

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

(Paragraphs deleted)

§ 3.7.6 Project Completion

(Paragraphs deleted)

§ 3.7.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 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 complies with the requirements of the Contract Documents.

(Paragraphs deleted)

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

(Paragraphs deleted)

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

§ 3.7.6.4 The Architect shall forward to the Owner the following information received from 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 Construction Manager under the Contract Documents.

§ 3.7.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, observe the improvements and assist the Owner with notifying the Construction Manager of any observed or known defects to be corrected as part of the warranty. The Architect shall, as an Additional Service per Article 11.3, assist the Owner in taking necessary action to see that the deficiencies are corrected.

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 and/or Additional 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 and/or Additional 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	Architect 11.2.h
§ 4.1.1.2 Programming Review	Architect 3.3.1
§ 4.1.1.3 Multiple Preliminary Designs	Architect 3.3.3
§ 4.1.1.4 Measured drawings	N.A.
§ 4.1.1.5 Existing facilities surveys	N.A.
§ 4.1.1.6 Site evaluation and planning	Architect 3.3
§ 4.1.1.7 Building Information Model	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	N.A.
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Architect 4.2.2.2.9 & 11.2.f
§ 4.1.1.11 Architectural interior design	Architect 4.2.2.2.4 & 11.2.c
§ 4.1.1.12 Temporary Facility Design	11.2.j
<i>(Row deleted)</i>	
§ 4.1.1.13 Cost estimating	Owner's Construction Manager
§ 4.1.1.14 On-site project representation	Owner's Construction Manager
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	N.A.
§ 4.1.1.17 As-constructed record drawings	11.3, 11.4, 11.7
§ 4.1.1.18 Post-occupancy evaluation	Only if requested by Owner 11.7
§ 4.1.1.19 Temporary Owner Facility	11.2.j.1, 11.3, 11.4, 11.7
<i>(Rows deleted)</i>	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N.A.
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	N.A.

(Rows deleted)

§ 4.1.1.23 Commissioning, Extensive Environmental Design, LEED Certification & Historic Preservation	N.A.
§ 4.1.1.24 Tornado Shelter Design	N.A.
§ 4.1.1.25 Operations, Equipment and Design Reviews by WRA	11.2.g
§ 4.1.1.26 Interior, Furniture and furnishings design	Architect 4.2.2.2.4, 4.2.2.2.5, 11.2.b & 11.2.c
§ 4.1.1.27 Public/Board Zoning Meetings, Submittals and Approvals	4.2.2.2.7
<i>(Row deleted)</i>	
§ 4.1.1.28 Fast-track design services	4.2.2.2.3, 11.2.k, 11.3 & 11.4
<i>(Row deleted)</i>	
§ 4.1.1.29 Low Voltage Wiring and Access Control, Audio Visual, Paging and Station Alerting	Architect and Owner 4.2.2.2.6 & 11.2.d

(Rows deleted)

(Paragraphs deleted)

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Owner's responsibility in this Article 4.2.1, if not further described in an exhibit attached to this document. Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility in this Article 4.2.2

§ 4.2.1 Owner's Additional Services the Owner's Additional Services are as follows:

.1

(Paragraphs deleted)

Civil Engineering (§ 4.1.1.8)

No professional services for civil engineering, or other site related design services are included in the Basic Services, which are usual and customary services provided directly by the Owner. However, the Architect will assist the Owner in the coordination of these services. No other civil engineering services are expected to be needed.

.2 Telephone, Computer and other Special Systems (§ 4.1.1.20)

(Paragraphs deleted)

The Owner shall be responsible for the design and coordination of the access control, telephone, computer, and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm, low voltage wiring, audiovisual and paging systems. The Architect shall design conduits, electrical boxes and power to allow for the Owner designed system.

§ 4.2.2

(Paragraphs deleted)

Architect's Supplemental and Additional Services The Architect's Supplemental and Additional Services are in addition to the Basic Services and include following:

(Paragraphs deleted)

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraphs deleted)

§ 4.2.2.2.1 Civil Engineering (§ 4.1.1.9)

No professional services for civil engineering, site related design services are included in the Architect's Services. However, the Architect will assist the Owner in the coordination of these services. No other civil engineering services are expected to be needed.

§ 4.2.2.2.2 Telecommunications/Data Design (§ 4.1.1.21)

The Architect is not responsible for the design and coordination of the telephone, computer, and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm, low voltage wiring, access control, paging and audio/visual systems. The Architect shall design conduits, electrical boxes and power to allow for the Owner designed systems.

§ 4.2.2.2.3 Fast-Track / Multiple Bid Releases (§ 4.1.1.28)

Init.

Should multiple bid releases be utilized, the extra services associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered a Supplemental Service.

§ 4.2.2.2.4 Interior Design Services (§ 4.1.1.26)

Interior Design Service by Williams Architects' Interior Department to provide:

- a. Multiple color range options.
- b. Meet with the Owner and work with the Owner to select and refine the preferred color theme.
- c. Meet with the Owner and select the specific interior finishes, materials, and colors.
- d. Design Owner approved patterns for the finishes, materials, and colors.
- e. Assist the Architect with refinements to the interior wall layouts.
- f. Services during the bidding phase to answer contractor questions.
- g. Review contractor submittals during the Construction Administration phase and visit the facility 2 times when appropriate, to observe the installation of the Interior finishes and to provide a field report after each site visit.

§ 4.2.2.2.5 Furniture Design Services (§ 4.1.1.26)

Furniture Design Services by Williams Architects' Interior Department to provide:

- a. Work with the Owner to determine the facility's furniture needs.
- b. Based upon the inventory of the furniture to be reused in this facility determine the added amount of furniture needed.
- c. Furniture layout options for review, selection, and refinement, with the Owner using plan drawings and furniture lists.
- d. Multiple furniture manufacturer and quality level options along with their estimated costs for view with the Owner.
- e. Coordinate the furniture with the building interior finishes colors and textures. (If the Architect has also provided the Interior Design Services).
- f. Provide furniture drawings and specifications to the Construction Manager for the Construction Manager to solicit and bid.
- g. Review the furniture submittals and coordinate with the Owner and constructor the delivery and installation dates.
- h. Visit the site 2 times when appropriate to observe the delivery and installation of the furniture to review the furniture and its installation and provide field reports to advise the Owner and furniture installer as to the progress of the work and any observed deficiencies in the furniture or its installation.

§ 4.2.2.2.6 Low Voltage Wiring and Systems Design (§ 4.1.1.29)

Design of Low Voltage Communication Wiring Access Control, Audio/Visual (A/V), Paging and Station Alerting Systems and communication wiring for these systems are part of Basic Services. The selection of equipment and design of the computer and phone systems are by the Owner.

§ 4.2.2.2.7 Public Board / Zoning Meetings, Submittals and Approvals (§ 4.1.1.28)

If the Owner requests special documents, assistance from the Architect as part of the zoning process, these services shall be considered a Supplemental Service. Services do include attendance at 3 Village Board and/or Public Meetings.

§ 4.2.2.2.8 Computer Animations

If Owner requests computer animations (videos of exterior "fly around" or "walk throughs") these to be provided on an hourly basis from 11.3 and 11.7.

§ 4.2.2.2.9 Landscape Architecture, including the design and selection of all exterior trees, bushes, grasses, ground treatments and other plantings. (Not including irrigation system design).

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 The Architect shall notify the Owner in writing immediately upon the Architect's determination that Changes in Services are needed and justified. The Architect shall indicate in that notice (a) the scope of the change, (b) the reason for the change, (c) the party, if any, whose acts or omissions the Architect believes resulted in the proposed change, (d) the estimated financial and schedule impacts on the change, and (e) a definitive statement of fees due the Architect for professional services and expenses related to such change. In addition to any other remedies available to the Owner under this Agreement or under law, if the change was the result, in whole or in part, of error, omission, inconsistency, or lack of clarity in the Contract Documents or was otherwise avoidable by proper preparation of the Contract Documents in accordance with the terms of this Agreement, the professional services required to implement the change shall be performed by the Architect and his Consultants at no cost to the Owner. The Architect shall not proceed to provide the following 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, 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, Guaranteed Maximum Price proposal, or Control Estimate 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 the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .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 or the Owner's consultants or contractors;
- .6 Preparing specialized, reformatted or translated digital data 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, after Schematic design, at Architect's standard hourly rate;
- .8 Intentionally Deleted.
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Intentionally Deleted.
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by the 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; and
- .15 making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's 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;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 to the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 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.

§ 4.3.3 If the services covered by this Agreement have not been completed within thirty (30) 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. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager.
- .2 On an average of one visit every two weeks to the site by the Architect over the duration of the Project during construction.
- .3 One (1) inspection 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 One (1) inspection for any portion of the Work to determine final completion.

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty (30) 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. 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.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

(Paragraph deleted)

§ 5.4 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 Architect and 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.

§ 5.4.1 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 Construction Manager 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.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions 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.

§ 5.6 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 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 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 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 maintain professional liability insurance and other liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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. The Architect shall promptly respond to the Owner in writing indicating a schedule for correcting any error or omission, or with explanation of why the Architect believes there is no error or omission. The Architect shall not be compensated for services arising from the correction of errors or omissions associated with the Architect or Architect's consultants.

§ 5.12 The Owner shall include the Architect in all communications with the Construction Manager 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. The Architect shall include the Owner in all communications with the Construction Manager that materially impact the Owner's interests in the Project.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction. .

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 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.

§ 5.16 Construction Manager's Obligation to Insure for Bodily Injury Claims

The Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any

negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

§ 5.17 Force Majeure

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, protests, riots, malicious mischief, theft, strike, lockout, other labor problems, pandemic (to the extent that the performance of services is slowed down or rendered impossible due to project team persons being affected or a federal, state, or local order) shortages of material or labor, failure of any governmental agency or the Owner to furnish information or to approve or to disapprove the Architect's services or any other cause beyond the reasonable control of the Architect's time for completion of the Architect's work, shall be extended by the period of resulting delay and shall not be considered an "Additional Service" as set forth in 4.3.4 for that same extended period. In the event of any of the foregoing, the parties hereto shall make reasonable and good faith efforts to mitigate the effects of any such disruption and to resume their obligations as soon as practicable.

§ 5.18 Indemnity for Deviation

The Owner may choose to act as its own general contractor or may otherwise choose to materially deviate during construction from the construction documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architect, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the Owner, where there has been a material deviation from any document prepared by Architect or where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architect, its employees and consultant are required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fee and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

§ 5.19 Construction General Conditions

The Owner agrees to require the following paragraph to be made a part of the General Conditions for the Construction of the Project:

"In performing its obligations for the Owner, the Architect and its consultants may cause expense for the Construction Manager or the subcontractors. However, the Construction Manager, the subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect.

§ 5.20 Builders Risk Insurance:

The Owner shall require that the Architect and its employees be named as additional named insureds under the Builders Risk Insurance purchased by the Owner and/or Construction Manager applicable to the Project.

§ 5.21 The Owner shall furnish the services of a scheduling consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.22 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 Construction Manager 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.

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 Construction Manager's general conditions costs, overhead, and profit.. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; 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. If the Owner reduces the budget for the Cost of the Work at any time during the Project, the Architect shall be entitled to be compensated for all services rendered based upon the budgets that were in effect when the services were rendered.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information and shall be adjusted throughout the Project as required under Sections 5.4 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. 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.

(Paragraph deleted)

§ 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 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
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2 and cost reduction goal is ≤10%, the Architect, with additional compensation not to exceed the total agreed upon fee, 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. If the cost reduction goal is 10% or more, the Architect shall be compensated per Article 11.3 at its hourly rates for revisions to the Construction Documents and the total agreed upon fee shall be increased based upon the hours expended on these revisions. 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 the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate 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 represent 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. If the Owner and Architect 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. The documents in electronic file format will be provided upon request. The information is proprietary in nature and shall only be utilized for the Project. All drawing information contained therein, including but not limited to blocks, symbol libraries, details, etc. shall not be reproduced, sold, distributed or utilized in any form on other project without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of the originator to establish controls over the use thereof, the Architect or Owner assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall, at all times, refer to the author provided hard copy, or in the case of the Architect's Instrument of Service, the signed and sealed construction documents for the project. The user shall assume all risks and liabilities resulting from the use of electronic file data.

§ 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 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to retain, and to reproduce the Architect's Instruments of Service, and other documents for information, reference and use in connection with the Owner's use and occupancy of the Project, for informational purposes of constructing additions to the Project, or for completion of the Project by others, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The Instruments of Service shall not be used by the Owner for other projects. In the event of any termination of the Architect's services, the Architect shall turn over and deliver to Owner a copy of all Instruments of Service, including any information or documents in electronic format, auto cad, or otherwise. In the event any such documents or Instruments of Service are incomplete, the same may be appropriately marked by the Architect as "Incomplete and unreliable. Use of these documents for any reason is at user's sole risk."

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service on the Project or for other purposes or projects,, 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 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. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 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.

(Paragraph deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The statute of limitations applicable to any cause of action that may arise as a result of the act or failure to act relating to the performance of this Agreement shall be deemed to have accrued and shall run from the date of Substantial Completion as defined in this Agreement, except in those instances where the matters giving rise to such causes of action are not discovered until after the date of Substantial Completion, in which case the cause of action shall be deemed to have accrued and the statute of limitations shall run from the date of discovery, provided that such discovery is made within two years of the date of Substantial Completion. In no event shall a cause of action be deemed to have accrued later than two years following the date of completion. For all other causes of action between the parties, whether in contract, tort, or otherwise, the same shall be commenced with the time prescribed by the applicable statute of limitations for the State of Illinois.

§ 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 A201-2017, 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.

§ 8.1.3 The Architect 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. Consequential damages shall be as defined in the AIA A-201-2017 General Conditions and include, but are not limited to, loss of use, lost profit, loss of income and loss of revenue.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement may, upon agreement of both parties hereto, be subject to mediation as a condition precedent to litigation.. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Upon mutual agreement of the parties, the Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by ADR Systems, 20 N. Clark Street, Chicago, Illinois by a mutually agreeable mediator. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of 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.

§ 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 in Kane County, Illinois
- ☐ Other: (Specify)

(Paragraphs deleted)

§ 8.3 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. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and 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, 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. 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 90 cumulative days for reasons other than the fault of the Architect, the Architect 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 Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. The Architect shall also be compensated for costs attributable to the Architect's termination of its consultant agreements.

§ 9.7

(Paragraphs deleted)
Intentionally Deleted.

§ 9.8 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 11.9.

(Paragraph deleted)

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 shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the 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.

§ 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. Unless otherwise disclosed and arranged for disposal, the Owner represents to the Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances.

§ 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.

§ 10.8 If the Architect 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 to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, (4) or as otherwise may be required by federal, state, or local laws..

Init.

(Paragraph deleted)

§ 10.9 Indemnity from Contractors Required in Construction Contract

The following clause shall be inserted in the General Conditions of the Construction Contracts for the Project:

To the fullest extent permitted by law, the Construction Manager shall waive all rights of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, and economic damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expenses is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all claims against the Owner or the Architect or any of their agents or employees and consultants by any employee of the Construction Manager or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The Architect shall verify the insertion of this provision in the Owner/Construction Manager Agreement.

§ 10.10 The Owner shall not require arbitration as the binding dispute resolution forum with the Construction Manager and shall strike the arbitration requirements in the A201-2017.

§ 10.11 The Owner shall require the Construction Manager to name the Owner and the Architect and their respective directors, officers and employees as additional insureds on the Construction Manager's automobile and general liability for liability arising out of the operations of the Construction Manager. The Owner shall require the Construction Manager's excess policies be following form and shall also require that the Construction Manager's general liability and automobile liability policies be endorsed to be primary and non-contributory over any other insurance carried by the additional insureds. The Owner shall require the Construction Manager to submit written evidence of its compliance with this Section.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1. The Basic Services Design Fee for the Architect and Structural and MEP engineers shall be earned and paid on an hourly basis from the rates in Article 11.7. The overall fee budget is as determined in 11.2 and the amount allocated for each phase of the services is determined by Article 11.5.
However, understanding that the hours provided by design team can vary from their estimates phase to phase, the following approach shall be used in the event the fees earned and billed on an hourly basis are more or less than the fee budgeted for each phase and in total:
 - a. If the fee earned on an hourly basis during a phase is less than the budgeted amount, the amount earned is to be paid in keeping with article 11.10 and the remainder of the budgeted fee for that phase shall be added to the budgeted fee for the next phase.
 - b. If the fee earned on an hourly basis for that phase is greater than the budgeted amount, the amount paid shall not exceed the amount budgeted for that phase and the unpaid portion shall be added to the earned fee of the next phase.
 - c. This method shall be used throughout the Basic Services phases until the end of the Construction Administration phase.
 - i. If at the end of the Construction Administration phase the fee earned on an hourly basis is less than the budgeted fee, then the fee paid shall be in keeping with article 11.10 and remaining unearned budgeted fee shall be forfeited by the Architect.
 - ii. If at the end of the Construction Administration phase the fee earned on an hourly basis is greater than the budgeted fee, then the fee paid shall not exceed the remaining budgeted fee

plus the contingency fee of 5% of the total Basic Services budgeted fee. If the earned fee exceeds this amount, then the Architect and Owner shall review the services provided to determine if the scope of services provided by the Architect were increased at the direction of the Owner. If the services were not increased at the direction of the Owner, then the earned fee that exceeds the budgeted fee plus the 5% contingency fee shall not be paid. If the Architect's scope of services were increased at the direction of the Owner, then the amount paid to the Architect shall be increased in proportion to the added scope of services, not to exceed the earned fee on an hourly basis.

2. For the Basic Design Services of the Project the fee budget shall be a total of seven hundred and fifty thousand dollars (\$750,000.00). If the Project scope is increased, such that the architect's fee, earned on an hourly basis, will exceed the fee budget, the architect shall prepare a spreadsheet of the estimated tasks, hours, 5% contingency fee, and hourly rates of the staff required for review by the owner. Architect and owner shall work together to fairly adjust the fee budget.

(Paragraph deleted)

§ 11.2 For the Architect's Supplemental/Additional Services designated in Section 4.1.1, 4.2.2 (to except not specifically identified in Basic Services), including those below and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect in addition to the Basic Service fee as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional consulting design services throughout the basic service phases, are as follows:

- a. Validation Phase: A lump sum of forty-four thousand one hundred ninety five dollars (\$44,195.00)
- b. Furniture Design: A lump sum of fifteen thousand two hundred twenty dollars (\$15,220.00)
- c. Interior Finishes Design: A lump sum of eighteen thousand seven hundred fifty dollars (\$18,750.00)
- d. Low Voltage Design: To provide Design services for the low voltage systems including: Low Voltage Communication Wiring (for these and the Owner's phone and computer systems), Access Control, Audio Visual and Paging Systems; a lump sum of eleven thousand nine hundred dollars (\$11,900)
- f. Landscape Architecture, including the design and selection of all exterior trees, bushes, grasses, ground treatments and other plantings (Not including irrigation system design): A lump sum of sixteen thousand one hundred forty eight dollars (\$16,148.00)
- g. To provide the planning, design review and equipment design by Whitman, Requardt & Associates: A lump sum of fifty four thousand eight hundred eighty dollars (\$54,880.00).
- h. To assist the Owner with the Construction Manager selection process: included in Validation Phase.
- j. To assist the Owner with the architectural and/or engineering services associated with any temporary facilities: on an hourly basis per 11.3 and 11.4.
- k. To provide "fast track" or additional bid releases: On an hourly basis or as agreed to in 11.3 & 11.4

§ 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.)

On an hourly basis as set forth in Article 11.7 or as otherwise agreed to by the Owner and Architect in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2, shall be the amount invoiced to the Architect times a one and ten hundredths multiplier (1.10), or as follows:

Init.

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

On an hourly basis or as otherwise agreed to by the Owner and Architect.

§ 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 based on a total compensation value of \$750,000:

Schematic Design Phase	fourteen	percent (14	%)
Design Development Phase	sixteen	percent (16	%)
Construction Documents Phase	forty-two	percent (42	%)
Bidding Phase	three	percent (03	%)
Construction Phase	twenty-five	percent (25	%)
<i>(Row deleted)</i>				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, 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 is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any; are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. The Owner shall be notified not less than thirty (30) days in advance of any such rate change.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Williams Architects Hourly Rates	
Principal II	\$ 243.00 / Hour
Principal I	\$ 224.00 / Hour
Associate Principal	\$ 206.00 / Hour
Senior Associate / Senior Project Manager	\$ 202.00 / Hour
Associate / Project Manager	\$ 184.00 / Hour
Architect III	\$ 163.00 / Hour
Architect II	\$ 150.00 / Hour
Architect I	\$ 135.00 / Hour
Senior Project Coordinator II	\$ 163.00 / Hour
Senior Project Coordinator I	\$ 150.00 / Hour
Project Coordinator IV	\$ 123.00 / Hour
Project Coordinator III	\$ 112.00 / Hour
Project Coordinator II	\$ 95.00 / Hour
Project Coordinator I	\$ 82.00 / Hour
Project Technician II	\$ 64.00 / Hour
Project Technician I	\$ 49.00 / Hour

Aquatic Engineer II	\$ 194.00 / Hour
Aquatic Engineer I	\$ 148.00 / Hour
Director of Marketing	\$ 181.00 / Hour
Marketing Coordinator	\$ 131.00 / Hour
Accounting	\$ 174.00 / Hour
Secretarial	\$ 123.00 / Hour
Clerical	\$ 87.00 / Hour
Director of Interior Design	\$ 165.00 / Hour
Interior Design V	\$ 129.00 / Hour
Interior Design IV	\$ 108.00 / Hour
Interior Design III	\$ 84.00 / Hour
Interior Design II	\$ 71.00 / Hour
Interior Design I	\$ 49.00 / Hour

IMEG Corporation

Client Executive / Market Director	\$ 250.00 / Hour
Project Executive	\$ 230.00 / Hour
Senior Engineer Technical Specialist	\$ 215.00 / Hour
Senior Engineer III	\$ 205.00 / Hour
Senior Engineer II	\$ 185.00 / Hour
Senior Engineer	\$ 160.00 / Hour
Project Engineer II	\$ 150.00 / Hour
Project Engineer	\$ 130.00 / Hour
Engineer	\$ 120.00 / Hour
Senior Designer Technical Specialist	\$ 190.00 / Hour
Senior Designer III	\$ 180.00 / Hour
Senior Designer II	\$ 165.00 / Hour
Senior Designer	\$ 150.00 / Hour
Project Designer II	\$ 140.00 / Hour
Project Designer	\$ 130.00 / Hour
Designer IV	\$ 120.00 / Hour
Designer III	\$ 115.00 / Hour
Designer II	\$ 110.00 / Hour
Designer	\$ 105.00 / Hour
Senior Medical Equipment Planner	\$ 195.00 / Hour
Medical Equipment Planner	\$ 140.00 / Hour
Sr. Commissioning Authority/Engineer	\$ 185.00 / Hour
Project Commissioning Authority/Engineer	\$ 145.00 / Hour
Commissioning Authority/Engineer	\$ 120.00 / Hour
Senior Construction Administrator	\$ 165.00 / Hour
Construction Administrator	\$ 145.00 / Hour
Senior Virtual Design Coordinator	\$ 115.00 / Hour
Virtual Design Coordinator	\$ 100.00 / Hour
Virtual Design Technician	\$ 95.00 / Hour
Administrative Assistant	\$ 80.00 / Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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 (transportation as set forth herein shall generally mean travel to Project meetings);
- .2 Intentionally Deleted;
- .3 Intentionally Deleted;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

Init.

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings beyond those generated by computer, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Intentionally Deleted;
- .9 Intentionally Deleted;
- .10 Site office expenses for locations requested by the Owner and not associated with the Architects normal office locations; and
- .11 Other similar Project-related expenditures as approved by owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

(Paragraph deleted)

Compensation for Use of Architect's Instruments of Service Intentionally Deleted.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 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.

(Paragraph deleted)

§ 11.10.2

Unless noted otherwise in this Agreement, the Owner shall pay the Architect for services properly rendered and for reimbursable expenses after receipt by Owner of a valid monthly invoice in the form required by the Owner. All payments shall be in proportion to services rendered and be in accordance with the Illinois Local Government Prompt Payment Act.

(Paragraphs deleted)

§ 11.10.3 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 the Construction Manager or other 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..

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. If Owner requests such records, Owner's obligation for repayment shall not commence until such time as the record is received.

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 **Limited Liability Entity.** The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual directors, officers or employees.

§12.2 **Responsibility for Code Compliance.** The Architect shall conform the final Drawings and Specifications to applicable building codes existing on the date of completion of the Design Development Drawings and Specifications. However, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after the completion of Design Development, modifications to the Drawings or Specifications are required because of a change in applicable codes, or an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be compensated as an Additional Service. The parties acknowledge that submittal of Drawings and Specifications for permit routinely results

Init.

in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable government building code requirements.

§ 12.3 Americans With Disabilities Act. The Architect shall conform the Construction Documents to the requirements known to similarly situated architects with the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"). The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the final Drawings or Specifications, such modifications shall be considered an Additional Service. The Owner shall be solely responsible for compliance with the provisions of the Americans with Disabilities Act for any areas outside the scope of the Project. The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service.

§ 12.4 Editable Electronic Media. The license under this Agreement for Instruments of Service is only for information contained on printed documents. However, for the Owner's convenience, the Architect shall also furnish such information in editable electronic media. Any use of editable electronic files shall be at the user's sole risk and responsibility and without liability to the Architect. The parties acknowledge that untraceable changes from causes not the fault of Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to release, and for third party claims, to indemnify the Architect, its employees and consultants from and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of, resulting from or in connection with any deviations of the information in editable electronic media from that in the printed documents. This release and indemnity shall survive the termination of this Agreement. The Owner shall have the right to request the Architect to furnish to Construction Manager, its subcontractors, sub-subcontractors and material or equipment suppliers to utilize portions of the Instruments of Service for use in the execution of their portion of the Work. The Owner shall require that the Construction Manager compensate the Owner for Architect's provision of these editable electronic files of the Instruments of Service.

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 B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits 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.)

N/A

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

N/A

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

OWNER *(Signature)*

John Laskowski, Public Works Director
Village of North Aurora, IL
(Printed name and title)

ARCHITECT *(Signature)*

Mark S. Bushhouse, AIA, LEED AP
President / Managing Principal
(Printed name, title, and license number, if required)

Init.
/

Village of North Aurora

Memorandum



To: President and Village Board of Trustees

From: Bill Hannah, Finance Director

Date: January 12, 2022

CC: Steven Bosco, Village Administrator

RE: PSEBA Procedure

Background

The Public Safety Employee Benefits Act (PSEBA) was passed by the State in 1997. The Act requires employers to pay the full cost of health insurance premiums for "...full-time law enforcement, correctional or correctional probation officer, or firefighter, who...suffers a catastrophic injury or is killed in the line of duty..." and health care costs for their spouse and dependent children until the end of the calendar year that they reach the age of 25 in certain circumstances.

The statute reference is here

<https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2433&ChapterID=68>

Although the definition of a catastrophic injury is not defined in the Act, Illinois case law over the years has linked the awarding of a line-of-duty disability pension by the local pension board as the basis for determining that a catastrophic injury has occurred. The other criteria is that the injury or death must have occurred in the context of one of four circumstances (per statute):

1. Response to fresh pursuit
2. Response to what is reasonably believed to be an emergency
3. An unlawful act perpetrated by another; or
4. Participation during the investigation of a criminal act

The courts in Illinois have determined that non home rule municipalities have the authority to establish procedures to determine eligibility for PSEBA benefits. The Village currently does not have any formal procedures in place to address applications for PSEBA benefits. As the Village Board is aware, there are disability pension matters currently before the North Aurora Police Pension Board that could result, depending on the outcome, in future application for PSEBA benefits from a sworn officer. Staff has

therefore drafted an ordinance to establish formal PSEBA procedures in the Village code and that ordinance is attached.

Summary of Ordinance and Administrative Process

The ordinance defines what information an applicant is required to provide to the Village. After the application is received by the Village Administrator, the Administrator has 60 days to review it and make a determination if PSEBA benefits should be awarded.

Under this procedure, if the Administrator determines that PSEBA benefits should be awarded as a result of a catastrophic injury that occurred in the context of one of the four circumstances previously laid out, then the process would end there and the Village would begin providing health benefits as set out by statute. If the Administrator denied the benefits, then the applicant would have the option to have a hearing on the matter.

A subsequent administrative hearing would require that the Village Board appoint a hearing officer (who must be a licensed, qualified attorney) to conduct the hearing. The result of the hearing would be the final determination of an application for PSEBA benefits.

Health Benefits to be Provided

The ordinance provides that the applicant who is awarded benefits will have those benefits provided at no cost via the lowest cost plan in terms of premiums that is provided by the Village. Health benefits provided do not include any supplemental benefits such as life, dental, vision, etc.

If the applicant wishes to receive those benefits from a health plan that is more expensive, the applicant would be required to pay the difference. If a PSEBA application goes to a hearing, the applicant will be required to pay for the full cost of health benefits pending the outcome of the hearing. If the hearing ultimately awards PSEBA benefits to the applicant, the applicant will be reimbursed for those costs.

Summary

The attached ordinance will provide guidance and a process for the Village to follow if an application for PSEBA benefits is requested. The Village will also maintain the appropriate forms and applications. The estimated annual cost of PSEBA benefits per applicant will depend on the type of coverage the Village may be required to provide, i.e. single, +1, family, etc. but the estimated range would be about \$7,000 to \$22,000 a year.

If PSEBA benefits are granted, the PSEBA recipient is required to complete a form from the Village regarding the cost and nature of health benefits received. The Village is then required to complete another form regarding PSEBA benefits and report that information to the Commission on Government Forecasting and Accountability (COGFA). A link to the COGFA and information on its responsibilities and prior annual reports

conducted on PSEBA benefits provided throughout the State is provided here.
<https://cgfa.ilga.gov/Resource.aspx?id=2014>

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE NORTH AURORA VILLAGE CODE ESTABLISHING
AN ADMINISTRATIVE HEARING PROCEDURE FOR ASSESSING AND
DETERMINING CLAIMS UNDER THE PUBLIC SAFETY EMPLOYEE
BENEFITS ACT (PSEBA)**

WHEREAS, the legislature granted non-home rule municipalities the broad authority to "pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities" (65 ILCS 5/1-2-1); and

WHEREAS, while "non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits ... A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute" (*Village of Wauconda v. Hutton*, 291 Ill. App 3d 1058, 1060 (1997)); and

WHEREAS, the Public Safety Employee Benefits Act (PSEBA or Act) was enacted in 1997 to provide free health insurance benefits when a "full-time law enforcement, correctional or correctional probation officer, or firefighter, who ... suffers a catastrophic injury or is killed in the line of duty" (820 ILCS 320/10(a)) (hereinafter ("PSEBA Benefits")); and

WHEREAS, Illinois courts have noted that "although the legislature made [PSEBA Benefits] contingent upon the existence of a 'catastrophic injury,' the Act nowhere defines 'catastrophic injury'" (*Krohe v. Village of Bloomington*, 204 Ill. 2d 392, 395 (2003)); and

WHEREAS, *Englum v. The Village of Charleston*, 2017 IL App (4th 160747 (2017) found that a non-home rule municipality's ordinance establishing an administrative procedure for assessing claims under PSEBA "complemented the determinations of the legislature by enacting a procedural process to fulfill the substantive requirements of the [Act]" and such an ordinance "facilitate[s] the purpose of the [Act]" 173; and

WHEREAS, the Court in *Englum* found that non-home rule municipalities have the authority to enact an ordinance establishing a local administrative procedure to determine eligibility for PSEBA Benefits; and

WHEREAS, as a result of the decision in *Englum*, the Village now desires to adopt the following ordinance and finds that this is in the best interest of the citizens' health, safety, and welfare.

NOW, THEREFORE, be it ordained by the Village Board of the Village of North Aurora, Kane County, Illinois, as follows:

SECTION 1: The foregoing recitals are hereby incorporated in this Section 1 as if said recitals were fully set forth herein.

SECTION 2: That Title 2 (Administration and Personnel) is hereby amended to add Chapter 2.66 (Public Safety Employee Benefits Act) as follows:

CHAPTER 2.66 PUBLIC SAFETY EMPLOYEE BENEFITS ACT (PSEBA)

2.66.010: PURPOSE:

This Chapter is intended to provide a fair and efficient method for determining the eligibility of a full-time employee for the benefits enumerated under the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*) through an administrative process, including if necessary, an administrative hearing. All benefits provided public safety employees pursuant to the Public Safety Employee Benefits Act (PSEBA) will be consistent with the Act.

2.66.020: DEFINITIONS:

As used in this chapter:

ACT:	Means the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.)
APPLICANT:	Means any person who files a written application as described herein to receive PSEBA benefits from the Village.
BASIC GROUP HEALTH INSURANCE PLAN:	Means the lowest-cost plan offered by the Village. The basic group health insurance plan may change from time to time. PSEBA benefits shall not include dental insurance, vision insurance, life insurance, health plan contributions or any other benefit provided to Village employees or retirees.
CATASTROPHIC INJURY:	Catastrophic Injury shall have the meaning established by the Illinois courts or legislation, whichever is more restrictive.
VILLAGE:	Means the Village of North Aurora, IL
DAY:	Means calendar day, unless otherwise specified.
DEPENDENT CHILD AND DEPENDENT FOR SUPPORT:	Means a Dependent Child according to the Village's Health Insurance Plan.
EMERGENCY:	Emergency shall have the meaning established by Illinois courts or legislation, whichever is more restrictive.
PUBLIC SAFETY OFFICER:	Means any full-time sworn employee in Police Department on duty at the time of the catastrophic injury.

SPOUSE:	Means the spouse of an "injured Public Safety Officer" as defined by the Village's Health Insurance Plan.

2.66.030: APPLICATION PROCEDURE:

The application procedure of this section establishes guidance on the proper procedural requirements for applicants seeking PSEBA benefits from the Village.

- A. Any person seeking to receive PSEBA benefits from the Village must submit a full and complete PSEBA application in writing within thirty (30) days after the completion of the pension process. The Village shall notify applicant if the PSEBA application is incomplete, and applicant shall have ten (10) days to complete the application. Failure to file a full and complete application in a timely manner will result in a forfeiture of the benefits under PSEBA.
- B. A complete PSEBA application includes the following:
 1. Answers to all questions included on the application form;
 2. Copy of the Police Pension Board's Findings and Decisions on the matter including all supporting documentation filed with the Police Pension Board including all transcripts and exhibits inclusive of detailed information regarding the incident, including how the injury was sustained in the line of duty (date, time, place, nature of injury and other factual circumstances surrounding said incident giving rise to said claim. In the event the Village makes a good faith determination that it cannot determine PSEBA eligibility in the absence of all information and supporting documentation filed with the Pension Board and/or in connection with related worker's compensation claim proceedings, and the Village does not otherwise have access to the necessary information, the Village may require a signed PSEBA medical authorization release which authorizes the collection of information related to the injury including, but not limited to, disability pension proceedings, worker's compensation records, and medical records and specifies the name and address for pertinent health care provider(s);
 3. The applicant's firsthand knowledge explaining, to the Village's satisfaction, how the injury/death directly resulted from:
 - a. Response to fresh pursuit;
 - b. Response to what is reasonably believed to be an emergency;
 - c. An unlawful act perpetrated by another; or
 - d. Participation during the investigation of a criminal act;
 4. A signed PSEBA general information release specifying the name of the applicant or authorized representative along with legal proof of said representation authorizing the collection of information pertinent to the incident review process.
 5. The name(s) and contact information, if known, of witnesses to the incident. A signed PESBA general information release form for witnesses authorizing the collection of information pertinent to the incident review process;

6. Information supporting the PSEBA eligibility requirements; and
 7. Other sources of health insurance benefits currently enrolled in, offered to, or received by the applicant or applicant's family members.
- C. The PSEBA application must be sworn and notarized to certify the truthfulness of the content of the information. A review of the application shall not occur until the application is complete.
 - D. The PSEBA application and all supporting documentation must be submitted to the Village Administrator's Office in its entirety.

2.66.040: APPLICATION REVIEW BY VILLAGE ADMINISTRATOR:

Upon receipt of a timely and fully completed PSEBA application, the Village Administrator shall have sixty (60) days to review the application and supporting documents and make a determination as to whether the applicant qualifies for PSEBA benefits. If the Village Administrator does not make a determination in 60 days, the application will be deemed to be denied, and the applicant will have the right to proceed to request a hearing through the hearing process established in this chapter.

- A. Additional Information. The Village Administrator may require other information necessary to make a determination as to whether the applicant qualifies for PSEBA benefits. If the Village Administrator requests additional information that was not initially required, the request for additional information shall not be used to deem the application untimely or incomplete, as long as the applicant provides the additional information within thirty (30) days of the Village Administrator's request. Failure to provide the additional information within 30 days will result in the denial of the application by the Village Administrator.
- B. PSEBA Approval. If the Village Administrator determines that all PSEBA requirements have been satisfied, the Village Administrator may grant the PSEBA benefits. Upon such grant, the applicant will be notified by the Village Administrator whose designee will inform the applicant and coordinate the processing of PSEBA benefits.
- C. PSEBA Denial. If the Village Administrator denies the application, the applicant will receive notice of such denial and the applicant shall have the right to request, in writing, a qualification hearing, which shall be delivered to the Village Administrator not later than thirty (30) days after being given written notice of initial denial of PSEBA benefits. Failure to request a qualification hearing within thirty (30) days shall result in forfeiture of PSEBA benefits.
- D. Setting Hearing Date. If the applicant requests a qualification hearing, the Village Administrator will recommend the appointment of a Hearing Officer to the Village President within the thirty (30) days of the request. After appointment by the Village President with the advice and consent of the Village Board, the Hearing Officer shall set the first date of the hearing within thirty (30) days of being appointed.

2.66.050: HEARING OFFICER:

- A. Appointment. The Village President, by and with the advice and consent of the Village

Board, shall appoint a person to serve as Hearing Officer for each hearing on PSEBA benefits that come before the Village. In making said appointment, the appointee must:

1. Be able to completely perform the services; and
 2. Must be an attorney licensed to practice law in the State of Illinois and have knowledge of and experience in employment and labor law, general civil procedure, the rules of evidence and administrative practice.
- B. Authority of the Hearing Officer. The hearing officer shall have all of the authorities granted under common law relative to the conduct of an administrative hearing, including the authority to:
1. Preside over Village hearings involving PSEBA;
 2. Administer oaths;
 3. Hear testimony and accept evidence that is relevant to the issue of eligibility under PSEBA;
 4. Issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives;
 5. Rule upon objections in the admissibility of evidence;
 6. Preserve and authenticate the record and all exhibits in evidence introduced at the hearing; and
 7. Issue a determination, based on the evidence presented at the hearing including a written finding of fact, decision and order.

2.66.060: ADMINISTRATIVE HEARING:

The administrative hearing shall be held to adjudicate and determine whether the applicant is eligible for PSEBA benefits consistent with the Act and this Ordinance and as follows:

- A. Time and Date. Hearing shall be held on the date, time and place established by the Administrative Hearing Officer with appropriate notice served upon the applicant.
- B. Record. The Village shall secure the attendance of a certified court reporter to make a transcript of all proceedings. The Village and the applicant shall split equally the cost of the court reporter's appearance fee and the cost of one transcript for the hearing officer. If the Village or the applicant request their own copies of the transcript, they shall bear the entire cost of their own copies.
- C. Procedures. The Village and the applicant shall be entitled to representation by counsel at said administrative hearing and present witnesses, testimony and documents, may cross-examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents. Each party shall bear its own cost of counsel and witnesses.

- D. Evidence. The Illinois Rules of Evidence apply to the extent practicable unless, by such application, the Hearing Officer determines the rule would result in an injustice or preclude the introduction of evidence of the type commonly relied upon by a reasonably prudent person. Such determination is the sole discretion of the Hearing Officer, providing the Hearing Officer states on the record a reason for that determination consistent with the exceptions stated in this section.
- E. Final Determination. A written determination by the Hearing Officer of whether the petitioning applicant is eligible for the benefits under PSEBA constitutes a final administrative determination for the purpose of judicial review under the common law writ of certiorari.
- F. Burden of Proof. The applicant shall have the obligation and burden of proof to establish the applicant and/or applicant's beneficiaries are eligible and qualified to receive PSEBA benefits. The standard of proof in all hearings conducted under this administrative process is by the preponderance of the evidence.
- G. Administrative Records. All records pertaining to the administrative process will be held in a separate file under the employee's name with the Village.

2.66.070: HEALTH INSURANCE BENEFITS:

Upon a determination of eligibility and qualification for PSEBA benefits, the applicant is entitled to participate in the Village's basic group health insurance plan subject to change from time to time as the village determines. An eligible applicant may enroll in any other health insurance plan offered by the Village, but shall pay the difference in total insurance premium cost between the Village's basic group health insurance plan and the selected plan. PSEBA benefits do not include benefits not provided under the Village's basic group health insurance plan including, but not limited to, disability benefits, life insurance, dental or vision benefits.

- A. Open Enrollment. Applicants may only change from one plan to another during the Village's Open Enrollment Period.
- B. Other Benefits. Health insurance benefits payable from any other source will reduce the benefits payable from the Village. Each applicant shall sign an affidavit annually attesting that the applicant is not eligible for insurance benefits from any other source, unless there is another source. Applicants shall notify the Village of another source for insurance no later than ten (10) days from that source becoming available to the applicant or the applicant's beneficiaries. The Village reserves the right to require the recipient to provide another affidavit affirming whether other health insurance is available or payable to the applicant, the applicant's spouse and/or qualifying dependent children on an annual basis. The affidavit must be completed and returned to the Village within thirty (30) calendar days of written notice from the Village. If the recipient does not complete and return the affidavit within the time required, the Village shall give written notice providing an additional fifteen (15) days for the recipient to complete and return the affidavit. Failure to return the affidavit within the time required shall result in the recipient incurring responsibility for reimbursing the Village for premiums paid during the period the affidavit was due and not filed.
- C. Disclosure of Health Insurance Coverage. The applicant has an ongoing obligation to update health insurance coverage information provided and failure to do so may result in the denial

of benefits and/or require reimbursement to the Village for duplicate coverage. If duplicate coverage has been received by a PSEBA recipient, further PSEBA benefits will be denied until the Village has been fully reimbursed by the recipient for what it would have been credited if it had known about other coverage.

- D. Reimbursement. Receipt of health insurance benefits from other sources without notice to the Village shall require the applicant to reimburse the Village for the value of those benefits.
- E. Medicare Eligibility. The applicant shall notify the Village when the applicant becomes Medicare eligible regardless of the status of the enrollment period, so the Village may assist with the transition to Medicare coverage and/or adjust health insurance benefits or PSEBA benefits accordingly.

2.66.080: HEALTH INSURANCE BENEFITS PENDING A FINAL DETERMINATION

Until a final unappealable administrative or judicial determination of PSEBA eligibility has been made, the applicant shall be entitled to maintain prior health insurance while the application is pending a final, unappealable determination, but the applicant shall be responsible for the prompt payment of all health insurance premiums as though the employee was not eligible for PSEBA benefits. Should the applicant be found to be eligible for PSEBA benefits by virtue of a final, unappealable administrative or judicial determination, the applicant shall be promptly reimbursed by the Village for any out-of-pocket health insurance premiums for the basic health insurance plan paid from the date of the employee's death or the Police Pension Board's line-of-duty disability pension award.

SECTION 3: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 4: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION 5: That Title 2 of the North Aurora Village Code as heretofore amended shall otherwise remain in full force and effect.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2022, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora,
Kane County, Illinois this _____ day of _____, 2022, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

Memorandum



To: Steve Bosco, Village Administrator
From: Chris Wagner, Administrative Analyst
Date: 1/13/2022
Re: July 3rd Fireworks Contract

Pyrotecnico Fireworks (Formerly Melrose Pyrotechnics) has provided a contract for the upcoming July 3rd Fireworks display in Riverfront Park. The cost for the show has increased \$3,750 from last year to \$28,750 due to increased import costs.

Pyrotecnico Fireworks will create a soundtrack for the show and will work with the Village to ensure the music for the show is appropriate. The Village will need to provide the sound equipment for the music that is played during the show. Staff will work with Pyrotecnico Fireworks to ensure the show is optimized in regards to length and quality.

The July 3rd fireworks show is scheduled for Sunday, July 3, 2022 at 9:30 pm. The rain date for the event is Tuesday, July 5th. If the rain date would get rained out, the Village and Pyrotecnico Fireworks would mutually agree upon a new date. In previous years the fireworks launch site has been from the Fox River Trail, which is owned by the Fox Valley Park District. Due to concerns raised last year regarding nesting birds along the Fox River, staff has been reviewing whether there are additional fireworks launch site options while still maintaining the primary viewing area as North Aurora Riverfront Park. The contract leaves the launch site as "to be determined" should the Village need to relocate the launch site in the future.

Attached is the July 3rd Firework contract from Pyrotecnico Fireworks.

Pyrotecnico Fireworks will submit the required certificate of insurance upon Village Board approval and the signing of the contract. Pyrotecnico Fireworks will also be required to work with the North Aurora Fire Protection District regarding the show's setup prior and during the event.



MEMO

DATE: January 11, 2022
TO: David Hansen, Village of North Aurora
FROM: Brian Jesse, Account Manager-Pyrotecnico
SUBJECT: 2022 Price Increase

Hello,

Due to a major increase in the cost of importing fireworks we are currently looking at a 15% price increase to maintain the same firework display that our customers have received in the past. In 2021 your display budget was \$25,000. To maintain the same display for 2022 you will be looking at an increase of \$3,750. That would bring the total to budget to \$28,750. Please let me know if you have any questions.

We sincerely look forward to working with you again in 2022!

Thank You,

Brian Jesse
Account Manager | PYROTECNICO
219-393-5522 | www.pyrotecnico.com

PYROTECNICO FIREWORKS, INC.

AGREEMENT

This contract entered into this 11th Day of January, 2022 by and between PYROTECNICO FIREWORKS, INC. of New Castle, Pennsylvania and Village of North Aurora (CUSTOMER) of City North Aurora State Illinois.

Pyrotecnico Fireworks, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer **(1) one** Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer. Said display to be given on the evening of July 3, 2022 Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within three (3) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 40% of the total contract price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico Fireworks, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico Fireworks, Inc. shall be entitled to 50% of the contract price.

PYROTECNICO FIREWORKS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay PYROTECNICO FIREWORKS, INC. the sum of **\$28,750.00 (Twenty eight thousand seven hundred fifty and 00/100 dollars)**. A 50% deposit is due 90 days prior to the display date. A service fee of 1 1/2% per month shall be added if account is not paid in full within 30 days of the show date.

PYROTECNICO FIREWORKS, INC. will obtain Public Liability, Property Damage, Transportation and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will timely secure and provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back distance of **280** feet at all points from the discharge area.
- (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the fireworks event.
- (c) Protection of the display area by roping-off or similar facility.
- (d) Adequate police protection to prevent spectators from entering display area.
- (e) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico Fireworks, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

PYROTECNICO FIREWORKS, INC.

CUSTOMER

By



By

Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed **January 11, 2022**

Date Signed _____
(PLEASE TYPE OR PRINT)

P.O. Box 149
New Castle, PA 16103
(724) 923-6601

Name _____
Address _____
Phone _____
Email _____