



**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, AUGUST 19, 2024 - 7:00 P.M.  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

**ZOOM VIEWING INFORMATION**

**Website Address:** <https://us02web.zoom.us/j/87804218093>

**Meeting ID:** 878 0421 8093 | **Dial In:** +1 312 626 6799

**AGENDA**

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

**ROLL CALL**

**PROCLAMATION**

Overdose Awareness Day

**AUDIENCE COMMENTS**

**CONSENT AGENDA**

1. Village Board Minutes dated 08/05/2024; Committee of the Whole Minutes dated 08/05/2024
2. Interim Bills List Dated 08/02/2024 in the Amount of **\$9,001.05**
3. Bills List Dated 08/19/2024 in the Amount of **\$319,480.53**
4. Travel and Business Expenses in the Amount of **\$50.00**
5. Maintenance Period and Reduction of the Surety for Public Improvements for the Industrial Building Located at 721 Airport Road

**NEW BUSINESS**

1. Approval to Award Bid for Water Towers Mixer Project to M. W. Cole in the Amount of **\$108,000.00**
2. Approval to Waive Bids and Award a One-Year Contact for 2024 Parkway Tree Replacement Program with The Fields on Caton Farm in the Amount of **\$34,250.00**
3. Approval of Professional Services Agreement with Engineering Enterprises, Inc. for Water Treatment Facilities Grounding and Electrical Repairs in the Amount of **\$43,318.00**
4. Approval of Resolution to Award 30 Bid Packages for New Public Works Facility in the Total Amount of **\$16,432,074.00**
5. Approval of Construction Manager Contract for New Public Works Facility with Frederick Quinn Corporation

6. Consideration of an Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source) Not to Exceed \$17,000,000 of for the Purpose of Constructing and Equipping a New Public Works Facility in and for the Village
7. Approval of Resolution Approving an Engagement Letter with Chapman and Cutler
8. Approval of Resolution Approving an Engagement Letter with Speer Financial, Inc.
9. Approval of Ordinance Approving the 3<sup>rd</sup> Budget Amendment for Fiscal Year 2023-24

**VILLAGE PRESIDENT**

**TRUSTEE COMMENTS**

**ADMINISTRATOR'S REPORT**

**VILLAGE DEPARTMENT REPORTS**

**ADJOURN**

Initials: JB



## PROCLAMATION

### SUPPORT AND RECOGNITION FOR OVERDOSE AWARENESS DAY

**WHEREAS**, the Village of North Aurora acknowledges the harm and hardship caused by drug overdose and that drug addiction is a chronic disease characterized by compulsive or difficult to control drug use despite harmful consequences; and

**WHEREAS**, according to the Center for Disease Control drug addiction is a fast-growing epidemic that can too easily lead to overdose and death; and

**WHEREAS**, for every drug overdose that results in death there are more nonfatal overdoses that take an economic and emotional toll on the individual, their family and the community;

**WHEREAS**, Overdose Awareness Day aims to raise awareness of drug overdoses, reduce the stigma of drug-related death, help current or former substance abusers to find help and support and to acknowledge the grief felt by families and friends remembering those who have died or had a permanent injury as a result of a drug overdose; and

**NOW, THEREFORE, BE IT PROCLAIMED** that I, Mark Gaffino, Village President, and the Board of Trustees of North Aurora recognize August 31, 2024 to be Overdose Awareness Day and encourage all citizens to learn about the disease of drug addiction and help and support those and their loved ones who are affected by it.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
Mark Gaffino, Village President

ATTEST:

\_\_\_\_\_  
Jessi Watkins, Village Clerk

**NORTH AURORA VILLAGE BOARD MEETING  
VILLAGE BOARD MEETING MINUTES  
Monday, August 5, 2024**

**CALL TO ORDER**

Mayor Gaffino called the meeting to order.

**SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community Development Director Nathan Darga, Village Attorney Ed Boula, Public Works Director Brian Richter, Village Engineer/Assistant Public Works Director Brandon Tonarelli, Police Chief Joe DeLeo.

**RECOGNITION**-Green Thumb Summer Property Recognition

Mayor Gaffino awarded the Green Thumb Summer Property Recognition award winners.

On hand to receive their awards were the first place winners, the Benalaya/Gheith family of 2768 Mc Duffee Circle, North Aurora and the second place winners the Perez Family of 813 Wingfoot Dr., North Aurora.

**AUDIENCE COMMENTS** –

**CONSENT AGENDA**

1. Village Board Minutes Dated 07/15/2024; Committee of the Whole Minutes Dated 07/15/2024
2. Bills List Dated 08/05/2024 FY24 in the Amount of \$440,857.43
3. Bills List Dated 08/05/2024 FY25 in the Amount of \$1,457,059.17
4. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the surety for Public Improvements for the Woodman’s Warehouse Addition Located at 151 Hansen Blvd
5. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for the Woodman’s Unattended Fuel Station #2 Located at 150 Hansen Blvd
6. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for the Valley Green Industrial Building C Located at 320 Overland Drive

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 Christiansen – yes, Trustee Curtis –yes. **Motion approved (6-0).**

**NEW BUSINESS**

1. **Approval to Award Four-Year Contract for Snow and Ice Removal Services to Tri-County Excavation and Construction, Inc.**



Assistant Public Works Director Tonarelli stated that the Village's contract for snow and ice removal ended in May. Staff released a developed proposal. Nine companies downloaded the proposal and two proposals were submitted, one by Tri-County Excavation and Construction, Inc., and the other by Semper Fi Land Services, Inc. Staff compared the hourly rates submitted with the two proposals, Tri-County had lower unit pricing for all of the vehicles except for pick-up truck, wheel loader with plow, snow blowers, and four wheeler with plows. Tonarelli stated that in the past the Village hadn't utilized snow blowers or four wheelers. Comparing annual rates, Tri-County's increases per year were 2%, 3%, and 0%, for Semper Fi they were approximately 3% each of the years. Staff then reviewed the pricing for a simulation of a 2" snowstorm, the results indicated that the pricing for Tri-County would be \$343, \$433, \$463, and \$720 less each year than Semper Fi. Tonarelli stated that Staff ran additional simulations of equipment used in past years, Tri-County's totals were generally similar in savings. Tonarelli explained that on average, the Village utilizes contractors for twelve storms per season, the estimated annual savings per season the Village would see with Tri-County was \$4,000 the first year, \$5,000 the next, \$5,500 the following and almost \$9,000 the final year of the contract.

After reviewing the rates and their previous 19 years of work with the Village, Staff was recommending awarding the four year contract to Tri-County Excavation and Construction, Inc.

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

**2. Approval of Route 31 & Airport Road Intersection Design & Construction Engineering Services Agreement with Engineering Enterprises, Inc. Change Order #2 in the Amount of \$38,500.00**

Assistant Public Works Director Tonarelli stated that currently the Village had a contract with Engineering Enterprises, Inc. (EEI) for design and construction engineering services for the Route 31 and Airport Road Intersection Improvement Project. This project had been under design since 2022, and the original scope included widening the intersection at the corners to allow for trucks to make the turns more easily. Tonarelli stated that after multiple reviews by IDOT, the Village had been working with them to obtain a highway permit, each time the application has been submitted, the list of requirements on the Village has increased, including more traffic signal improvements.

A change order had been previously been approved by Administrator Bosco as it was under his spending authority, the most recent change order was in the amount of \$38,500, bringing the whole contract to \$238,000. Tonarelli stated that the cost of the whole engineering contract was high in comparison to the construction cost for the project which had increased from \$574,000 to \$700,000 due to a lot of redesign work resulting from changing IDOT requirements.

Staff was recommending the change order with EEI in the amount of \$38,500.00.

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

**3. Approval to Waive the Bid Process for West Treatment Plant Generator Repairs and Award Contract to Lionheart in the Amount of \$49,016.00**

Public Works Director Richter explained that the Water Division had been investigating electrical issues at both treatment plants. The Village entered into a professional service agreement with Engineering Enterprises, Inc. (EEI) to assist with the investigation and determine the best way to remedy the problems. During testing and troubleshooting at the west treatment plant, it was discovered that well #4 was no longer able to operate under generator power. At the recommendation of EEI, the Village hired Lionheart Critical Power Specialists to assist, they have more advanced troubleshooting abilities. They discovered that the Engine Control Module (ECM) had failed and needed to be replaced. They had a spare one and it

was installed, to get the Well up and running temporarily. Lionheart also submitted a quote for repair, staff would like to waive the bidding process. The Village would have to rent generators if Lionheart's spare part were to be removed in order to facilitate the bidding process. The cost of generator rental would range between \$20,000 to \$25,000 for the first month and \$15,000 to \$20,000 for subsequent months. The quote from Lionheart was \$49,016.00, staff anticipated that the cost would be similar to other quotes, plus the cost of the generators that would need to be rented.

Richter stated that given that Well #4 is the only well on the west side of town that can run off a generator, staff believed that repairing the fix properly and quickly was critical. Staff recommended waiving the bidding process and awarding the contract to Lionheart.

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

**4. Approval of Ordinance Approving a Special Use to Allow an Education Facility, Commercial in the B-2 General Business District for the Property Located at 937 Oak Street, North Aurora, Illinois (Coop's Driving School)**

Community Development Director Darga explained that this would be a driving school for generally young people. This was an 1,100 square foot facility and they have four behind the wheel vehicle instructors. This was before the Plan Commission on July 2<sup>nd</sup> and the Committee of the Whole on July 15<sup>th</sup>, with no major concerns.

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

**5. Approval of Ordinance Approving a Special Use to Allow a Motor Vehicle Dealership in the I-1 Limited Industrial District for the Property Located at 119 Butterfield Road, North Aurora, Illinois (Red's Garage)**

Director Darga explained that Red's Garage already had a Special Use permit to operate the auto repair facility, they would also like to sell cars which would be a separate Special Use Permit. They would offer cars that they had fixed up for sale. They were requesting nine spaces in the front of the building to be used for car sales, they also intended on repairing and upgrading the rear of the building to allow for more parking. This went before the Plan Commission on July 2<sup>nd</sup> and Committee of the Whole on July 15<sup>th</sup>. The main concerns were that the sales were limited to just the nine dedicated spaces.

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 Christiansen – yes, Trustee Curtis –yes, Trustee Guethle – yes. **Motion approved (6-0).**

**6. Approval of Agreement with the West Aurora School District #129 for a Fulltime School Resource Officer for 2024-2025 School Year**

Police Chief DeLeo stated that as discussed at the July 15, 2024 Committee of the Whole meeting, the Village had an agreement under review with School District 129 regarding the transition of the part-time School Resource Officer at Jewel Middle School to a full-time position. After review of the draft, School District 129 has agreed to and signed the agreement without any modification. The proposed agreement stated that SD129 would pay 50% of the officer's base salary, medical insurance, and clothing allowance during this nine-month time frame, totaling \$51,761.25 for the 2024-2025 school year. Additionally, it contains language that any extracurricular activities that would result in overtime would be covered by SD129. The Village's SRO would begin full time duties this upcoming school year, beginning August 14

2024. The agreement was set to expire annually, requiring each party to update costs and approvals each year.

Staff felt that having a full time SRO in the school district would have a positive impact on the students.

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 Christiansen – yes, Trustee Curtis –yes. **Motion approved (6-0).**

**VILLAGE PRESIDENT** – Mayor Gaffino thanked everyone who helped at the North Aurora Days event over the weekend.

**TRUSTEES COMMENTS** – Trustee Salazar thanked all of the volunteers and Public Works staff who helped with North Aurora Days.

**ADMINISTRATOR’S REPORT** – Administrator Bosco thanked Public Works, the Police Department and Village Community and Board Relations Coordinator Natalie Stevens for all of their efforts throughout North Aurora Days.

**VILLAGE DEPARTMENT REPORTS**

1. **Finance** – None
2. **Community Development** – None
3. **Police** – Police Chief DeLeo stated that the following evening, Tuesday August 6<sup>th</sup>, would be National Night Out. He, along with Mayor Gaffino and multiple of officers would be traveling to eight different block parties throughout the Village.
4. **Public Works** – None
5. **Village Attorney**- None

**ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins  
Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
Monday, August 5, 2024**

**CALL TO ORDER**

Mayor Gaffino called the meeting to order.

**ROLL CALL**

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

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community Development Director Nathan Darga, Village Attorney Ed Boula, Public Works Director Brian Richter, Village Engineer/Assistant Public Works Director Brandon Tonarelli, Police Chief Joe DeLeo.

**AUDIENCE COMMENTS** – Maxine Pearce of 724 Thompson Ave., North Aurora addressed the Committee of the Whole, she stated that she appreciated the efforts the Village and Prologis had made regarding the warehouse located at 300 Mitchell. She also spoke about adding a 16’-24’ fence along the north side of the warehouses at 300 and 302 Mitchell as well as adding business hours to the development.

Julie Jastremski of 104 Harding Court, North Aurora addressed the Board regarding the Prologis warehouse at 300 Mitchell as well.

**TRUSTEE COMMENTS** - None

**DISCUSSION**

**1. 302 Mitchell PUD** (there was an impromptu order change in the agenda)

Administrator Bosco stated that this agenda item was intended to offer an update on what had been happening at the existing Prologis warehouse at 300 Mitchell as well as a discussion regarding the PUD for the proposed warehouse at 302 Mitchell.

Community Development Director Darga stated that the PUD for 302 Mitchell had gone before the Plan Commission on February 6, 2024 and Committee of the Whole on February 19, 2024 at which many residents came out to express concerns, many of which dealt with the existing building at 300 Mitchell. Since that time, the tenant that was occupying the space had moved out. A new tenant was scheduled to move in. There were several build out packages submitted by the new tenant, along with some site changes that were currently being reviewed.

As part of the build out package for the new tenant, the southern access point was being opened up into a full access. The southern car parking area would become the truck staging area.

The original approval of 300 Mitchell had trailer parking on both sides, only the western side was ever put in and the eastern side was “land banked”, which caused the issue of overflow trucks parking on the access road. Those spaces would now be installed to ensure overflow trailers never need to be parked on the northern drive aisle.

Darga stated that all of those changes would have a ripple effect on the new construction of 302 Mitchell. There was no known tenant currently for the 302 Mitchell building.

Additional steps Prologis has made included installing guard on all of the site light fixtures to help direct light straight down, they are also evaluating the landscaping for improvements.

Prologis was interested in moving forward with 302 Mitchell currently. In February it was agreed upon that the site improvements would be looked at and no approval was granted. They were currently looking to move forward on approval for a Special Use-PUD and Site Plan Approval.

Darga stated that part of the site plan was to include an 8' fence that Prologis was seeking to cost share with the Village.

Kelsey Perrin from Prologis was on hand to address the Village Board. Ms. Perrin presented a slide show which included information about Prologis' presence in the area as well as renderings with updated improvements to the 302 Mitchell location. She stated that nothing had changed in regard to the building and parking, but did include items such as a ten foot fence along the north side of 302 Mitchell site. Prologis was looking toward the Village for price sharing options to extend the fence along the existing building at 300 Mitchell. Prologis provided a photographic example of what type of fencing they were planning on incorporating.

Ms. Perrin spoke about moving the truck traffic toward the south side of the properties.

Trustee Guethle asked for clarification regarding the fence cost sharing suggestion made by Prologis. There was further discussion about the details of the request.

Trustee Christiansen requested that Prologis share the bid results that they had received for the fencing project, to which the Prologis representative agreed.

There was discussion about the height of the fence and the various factors that would play into the height of the fence, including the height of the berm it would be constructed on.

Trustee Niedzwiedz asked if there was a way that the Village could prohibit a new northern access to the warehouses from being installed, Director Darga stated that they would need two access points.

There was discussion about restrictions to truck traffic, such as no idling, or parking in north drive isles and who would enforce those restrictions.

The discussion turned to the improvements made since the February 19<sup>th</sup> Committee of the Whole meeting, as well as how the truck traffic had been effected since the previous tenant had vacated the warehouse.

Trustee Salazar offered her thoughts on the project and stated that a 16' fence, as the resident suggested, would be an exponential cost. She felt a 10' fence would be beneficial to the residents.

Trustee Lowery asked whether the height of the fence would adequately block the noise and lights from the trucks at the warehouse from the residential neighborhood. Ms. Perrin stated that the new warehouse at 300 Mitchell would be seated lower than the building at 302 Mitchell and that should have an effect of the light and sound emitted from the trucks at 300 Mitchell.

Trustee Curtis stated that she understood the residents' concerns and request for 16' fencing, however she expressed a distaste for such a fence and would rather see funding for more robust landscaping rather than the Village sharing in the cost for a fence.

Trustee Niedzwiedz asked for clarification regarding whether the request for cost sharing was for the fencing located at the 302 Mitchell site and not the existing building at 300 Mitchell, which was confirmed.

Mayor Gaffino also expressed his preference to invest in more landscaping.

The Village Board requested to have staff work on cost sharing options for a fence to be presented at a later date.

Mayor Gaffino commended Prologis for working with the staff and taking residents' concerns into consideration.

## **2. Gas n' Wash Concept Plan**

Administrator Bosco stated that this agenda item was for a plan for the lot located at the corner of Airport Road and Route 31. Bosco explained that this was a concept plan, however the plan has a lot of complexities to it, therefore it was brought before the Village Board for feedback.

Community Development Director Darga stated that Gas N Wash was looking at the vacant lot at Airport Road and Route 31, which was zoned B-2 General Business. The development would include an 8,000 square foot convenience store with two quick serve restaurant tenants and a video gaming area. The development would also include a long-tunnel car wash, and a diesel commercial fueling lane at the rear of the building.

Darga stated that IDOT was requiring many improvements to accommodate turn in lanes.

Lyman Tieman, the attorney for Gas N Wash and Chris Kalischefski the project planner/architect with the WT Group addressed the Board and gave an overview of the potential project.

Trustee Guethle stated that he had been to the Gas N Wash in Montgomery many times and finds it very nice.

Mayor Gaffino asked if there would be any fencing separating the Gas N Wash from Asbury Gardens. Mr. Kalischefski stated that there would be. He explained that the fencing would be an 8' sound mitigating fencing called SimTek, placed on a 2'-3' berm.

Mayor Gaffino expressed concern about diesel trucks idling. Mr. Kalischefski provided an explanation regarding how diesel fumes are negated in newer model trucks with DEF systems. However, he stated, that their customers typically do not idle and are there for a short period of time. There are no parking spaces for them to idle in.

Trustee Curtis express concerns that the Gas N Wash would increase truck traffic along Route 31. Mr. Kalischefski explained that the Gas N Wash would not draw truck traffic off I88, the long haul truck drivers have fleet fueling cards and patronize the establishments that offer them. He estimated that they would see seven trucks a day.

Trustee Salazar asked where the video gaming would be positioned within the facility. Mr. Kalischefski stated that they would be at the front of the store, in an area separate from the restaurant area. The auto fueling, convenience store and video gaming would be available for 24 hours a day. The commercial fueling in the rear would have limited hours.

There was discussion about how the establishment would qualify for video gaming under the state statutes.

There was discussion about liquor sales, Kalischefski confirmed that there would be no open liquor sales at the establishment.

Mayor Gaffino expressed concern about the video gaming aspect. There was discussion regarding how the two diesel lanes and their sales qualified the establishment for a video gaming license.

Trustee Salazar echoed Mayor Gaffino's concerns regarding the video gaming, additionally she was concerned about such an establishment going in next to a residential facility.

Trustee Niedzwiedz stated that he frequents a different Gas N Wash location, he finds it nice and does not notice the gaming. He stated his concern was with the Asbury residents.

Kalischefski stated that they were currently working with Asbury on aspects of the property. Director Darga stated that he did not believe that any of the Asbury Garden's windows face the diesel lanes.

Administrator Bosco added that as part of the special use for the PUD, there would be a 250' notice requirement for a public hearing if the project were to move forward.

The consensus of the Board was to move ahead, although Trustee Salazar expressed concerns for the Asbury Gardens residents.

**AUDIENCE COMMENTS** –Mayor Gaffino invited Julie Jastremski of 104 Harding Court, North Aurora to ask her follow up questions to the 302 Mitchell PUD agenda item.

Ms. Jastremski asked about the utilization of the north side of the buildings for truck traffic and adding signage to direct trucks to enter at the south side of the facility.

Ms. Jastremski also addressed the idea that the building at 302 Mitchell was lower than the building at 300 Mitchell, and how that relates to the fencing being adequate. She explained that the grading of the whole area slopes, therefore the fencing to the north of the building at 302 Mitchell will not offer more coverage than that of the fence at 300 Mitchell.

She also stated that fencing would be beneficial behind both building.

Jastremski made mention of the guards installed on the lights, stating that they installed them on the light posts but not the lights attached to the building.

#### **EXECUTIVE SESSION** –

1. **Collective Bargaining**
2. **Property Acquisition**

#### **ADJOURNMENT TO EXECUTIVE SESSION**

Motion to adjourn to Executive Session made by Trustee Salazar and seconded by Trustee Christiansen. All in favor. **Motion approved.**

#### **CALL TO ORDER**

Mayor Gaffino called the meeting to order.

#### **ROLL CALL**

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

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community Development Director Nathan Darga, Village Attorney Ed Boula, Police Chief Joe DeLeo

#### **ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins  
Village Clerk

# Accounts Payable

## To Be Paid Proof List

User: ablaser  
 Printed: 08/02/2024 - 9:59AM  
 Batch: 00503.08.2024



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Amalgamated Bank 024400									
*** 1856472003	8/1/2024	475.00	0.00	08/02/2024				No	0
60-445-4709 Fiscal Agent Fee					Paying Agent Fees 4/1/24 - 3/31/25				
	1856472003 Total:	475.00							
	Amalgamated Bank Total:	475.00							
Superior Beverage Co., Inc. 048930									
667284	8/2/2024	8,526.05	0.00	08/02/2024				No	0
15-430-4751 North Aurora Days Expenses					NA Days Beer				
	667284 Total:	8,526.05							
	Superior Beverage Co., Inc.	8,526.05							
	Report Total:	9,001.05							



# Accounts Payable

## To Be Paid Proof List

User: ablaser  
 Printed: 08/14/2024 - 1:29PM  
 Batch: 00504.08.2024



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
110 Customs									
468557									
3764	7/30/2024	729.00	0.00	08/19/2024				No	0
01-440-4558 Emergency Management					Repurpose Squad To EMA				
3764 Total:		729.00							
110 Customs Total:		729.00							
ACSI Mechanical Group									
468558									
29971	7/24/2024	614.29	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce					Boiler Repair- PD				
29971 Total:		614.29							
ACSI Mechanical Group T		614.29							
Aflac									
030540									
853127	7/26/2024	457.90	0.00	08/19/2024				No	0
01-000-2053 AFLAC					AFLAC- July 2024				
853127 Total:		457.90							
Aflac Total:		457.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
AIM									
046510									
1002151	8/1/2024	126.00	0.00	08/19/2024				No	0
01-435-4267 Finance Services				Flex125- July 2024					
	1002151 Total:	126.00							
	AIM Total:	126.00							
Allegion Access Tech LLC									
041130									
907155807	7/4/2024	3,159.00	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Parts And Labor- PD Doors					
	907155807 Total:	3,159.00							
	Allegion Access Tech LLC	3,159.00							
Anderson Pest Solutions									
019770									
62990999	7/7/2024	103.95	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Pest Control- VH					
	62990999 Total:	103.95							
62992333	7/7/2024	108.30	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Pest Control- PD					
	62992333 Total:	108.30							
66274404	8/4/2024	101.15	0.00	08/19/2024				No	0
60-445-4567 Treatment Plant Repair/Maint				Pest Control- TPs					
	66274404 Total:	101.15							
66274406	8/4/2024	162.25	0.00	08/19/2024				No	0
60-445-4567 Treatment Plant Repair/Maint				Barrier Pest Control- TPs					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	66274406 Total:	162.25							
	Anderson Pest Solutions T	475.65							
Arch Printing									
008800									
125191	7/26/2024	606.00	0.00	08/19/2024				No	0
	15-430-4751 North Aurora Days Expenses				No Parking Signs- NA Days				
	125191 Total:	606.00							
	Arch Printing Total:	606.00							
Asila Consulting Services LLC									
468268									
IN1008	6/21/2024	1,200.00	0.00	08/19/2024				No	0
	71-430-4870 Equipment				6 Hrs Door Access System Project				
	IN1008 Total:	1,200.00							
IN1008-02	6/21/2024	1,000.00	0.00	08/19/2024				No	0
	71-430-4870 Equipment				5 Hrs Live Scan General IT Maintenance				
	IN1008-02 Total:	1,000.00							
IN1009	8/11/2024	700.00	0.00	08/19/2024				No	0
	01-430-4280 Professional/Consulting Fees				Network Consulting				
	IN1009 Total:	700.00							
	Asila Consulting Services L	2,900.00							
AT&T Mobility									
468386									
*** 287322262314	7/19/2024	324.40	0.00	08/19/2024				No	0
	01-430-4652 Phones and Connectivity				Cell Phone 6/20 - 7/19 Admin				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	287322262314 Total:	324.40							
*** 287322262477	7/19/2024	126.36	0.00	08/19/2024				No	0
01-441-4652 Phones and Connectivity				Cell Phone 6/20 - 7/19 CommDev					
	287322262477 Total:	126.36							
*** 287322277733	7/19/2024	709.36	0.00	08/19/2024				No	0
01-445-4652 Phones and Connectivity				Cell Phone 6/20 - 7/19 PW					
	287322277733 Total:	709.36							
*** 287322279713	7/19/2024	1,417.98	0.00	08/19/2024				No	0
01-440-4652 Phones and Connectivity				Cell Phone 6/20 - 7/19 PD					
	287322279713 Total:	1,417.98							
2873222797371	7/19/2024	489.68	0.00	08/19/2024				No	0
60-445-4652 Phones and Connectivity				Cell Phone 6/20 - 7/19 Water					
	2873222797371 Total:	489.68							
	AT&T Mobility Total:	3,067.78							
Aurora Area Convention									
003770									
07232024	7/23/2024	5,143.92	0.00	08/19/2024				No	0
15-430-4752 90% Tourism Council				Ashkar Hotel Tax/ June 2024					
	07232024 Total:	5,143.92							
08052024	8/9/2024	3,158.72	0.00	08/19/2024				No	0
15-430-4752 90% Tourism Council				NA Lodging Hotel Tax/ June 2024					
	08052024 Total:	3,158.72							
	Aurora Area Convention To	8,302.64							

Buckeye Power Sales Co., Inc.

AP-To Be Paid Proof List (08/14/2024 - 1:29 PM)

\*\*\* means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
468441 PSV381172 60-445-4567 Treatment Plant Repair/Maint	7/25/2024	552.00	0.00	08/19/2024	Generator Repair			No	0
	PSV381172 Total:	552.00							
	Buckeye Power Sales Co.,	552.00							
Camic Johnson, LTD. 03989 *** 163 01-440-4260 Legal	7/23/2024	350.00	0.00	08/19/2024	Adjudication Hearings 7/17/24			No	0
	163 Total:	350.00							
	Camic Johnson, LTD. Tota	350.00							
Capital Printing & Die Cutting, Inc 468305 INV-4748 71-430-4869 Vehicles	8/7/2024	1,729.95	0.00	08/19/2024	Durango Graphics			No	0
	INV-4748 Total:	1,729.95							
	Capital Printing & Die Cut	1,729.95							
Cintas Corporation 041590 4199027383 01-445-4520 Public Buildings Rpr & Mtce	7/16/2024	79.00	0.00	08/19/2024	Rug & Towel Cleaning- PW Garage			No	0
	4199027383 Total:	79.00							
4200464933 01-445-4520 Public Buildings Rpr & Mtce	7/30/2024	79.00	0.00	08/19/2024	Rug & Towel Cleaning- PW Garage			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	4200464933 Total:	79.00							
5221196071	7/18/2024	300.91	0.00	08/19/2024				No	0
01-445-4422	Safety Supplies			First Aid Supplies- PW Garage					
	5221196071 Total:	300.91							
5221538821	7/22/2024	19.76	0.00	08/19/2024				No	0
60-445-4422	Safety Supplies			First Aid Supplies- ETP					
	5221538821 Total:	19.76							
5221538844	7/22/2024	27.37	0.00	08/19/2024				No	0
60-445-4422	Safety Supplies			First Aid Supplies- WTP					
	5221538844 Total:	27.37							
5222615761	7/29/2024	54.04	0.00	08/19/2024				No	0
01-445-4422	Safety Supplies			First Aid Supplies- PD					
	5222615761 Total:	54.04							
	Cintas Corporation Total:	560.08							
City of Aurora									
027870									
235090	7/10/2024	1,439.50	0.00	08/19/2024				No	0
60-445-4562	Testing (water)			Water Testing- May 2024					
	235090 Total:	1,439.50							
235308	7/24/2024	1,019.00	0.00	08/19/2024				No	0
60-445-4562	Testing (water)			Water Testing- June 2024					
	235308 Total:	1,019.00							
	City of Aurora Total:	2,458.50							

Commonwealth Edison

AP-To Be Paid Proof List (08/14/2024 - 1:29 PM)

\*\*\* means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
000330									
*** 0048252222	7/12/2024	50.22	0.00	08/19/2024				No	0
60-445-4662 Utility				Water Tower Electric					
	0048252222 Total:	50.22							
*** 1100211222	7/11/2024	31.54	0.00	08/19/2024				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Deerpath & Orchard Gateway					
	1100211222 Total:	31.54							
*** 1392693000	7/19/2024	3,015.24	0.00	08/19/2024				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 211 River Rd					
	1392693000 Total:	3,015.24							
*** 1715162000	7/11/2024	63.75	0.00	08/19/2024				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Orchard & White Oak					
	1715162000 Total:	63.75							
*** 1982048000	7/18/2024	8.53	0.00	08/19/2024				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 355 Moorfield					
	1982048000 Total:	8.53							
*** 2223921222	7/11/2024	133.70	0.00	08/19/2024				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Orchard & Oak					
	2223921222 Total:	133.70							
*** 2640852222	7/11/2024	80.53	0.00	08/19/2024				No	0
10-445-4660 Street Lighting and Poles				Streetlight/ 1200 Orchard Gateway					
	2640852222 Total:	80.53							
*** 3059412222	7/11/2024	81.59	0.00	08/19/2024				No	0
01-445-4660 Street Lighting				Silo Lighting/ 8 W State Street					
	3059412222 Total:	81.59							
*** 4475962222	7/15/2024	73.59	0.00	08/19/2024				No	0
10-445-4660 Street Lighting and Poles				Streetlights					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	4475962222 Total:	73.59							
*** 4479349000	7/18/2024	6.77	0.00	08/19/2024				No	0
	10-445-4660 Street Lighting and Poles			Streetlights/ 1197 Comiskey Ave					
	4479349000 Total:	6.77							
*** 4966085000	7/11/2024	63.32	0.00	08/19/2024				No	0
	10-445-4660 Street Lighting and Poles			Streetlights/ 1802 Orchard Gateway					
	4966085000 Total:	63.32							
*** 5673211222	7/18/2024	8.43	0.00	08/19/2024				No	0
	10-445-4660 Street Lighting and Poles			Streetlights/ 1193 Comiskey					
	5673211222 Total:	8.43							
*** 5818778000	7/10/2024	54.65	0.00	08/19/2024				No	0
	10-445-4660 Street Lighting and Poles			Streetlights					
	5818778000 Total:	54.65							
*** 6292668000	7/11/2024	66.76	0.00	08/19/2024				No	0
	10-445-4660 Street Lighting and Poles			Streetlights/ 19 N Lincolnway					
	6292668000 Total:	66.76							
*** 6997063000	7/18/2024	1,580.31	0.00	08/19/2024				No	0
	10-445-4660 Street Lighting and Poles			Streetlights					
	6997063000 Total:	1,580.31							
*** 7192223333	7/10/2024	42.65	0.00	08/19/2024				No	0
	10-445-4660 Street Lighting and Poles			Streetlights/ 1051 Kettle Ave					
	7192223333 Total:	42.65							
*** 7866272222	7/11/2024	130.10	0.00	08/19/2024				No	0
	10-445-4660 Street Lighting and Poles			Streetlights/ 4 S Willowway					
	7866272222 Total:	130.10							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
*** 8845681222	7/11/2024	71.04	0.00	08/19/2024				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Orchard & Comiskey					
		<hr/>							
8845681222 Total:		71.04							
*** 9669222000	7/11/2024	61.71	0.00	08/19/2024				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 1600 Orchard Gateway Blvd					
		<hr/>							
9669222000 Total:		61.71							
*** 9954382000	7/11/2024	108.67	0.00	08/19/2024				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Orchard & Orchard Gateway					
		<hr/>							
9954382000 Total:		108.67							
		<hr/>							
Commonwealth Edison Tot		5,733.10							
CW Dispensary 1 LLC									
468859									
08092024	8/9/2024	3,835.14	0.00	08/19/2024				No	0
90-000-E295 CW Dispensary 1, LLC				Rebate Remaining Escrow Balance					
		<hr/>							
08092024 Total:		3,835.14							
		<hr/>							
CW Dispensary 1 LLC Tot		3,835.14							
D. R. Horton									
052580									
20220600430	6/27/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 230 Durham					
		<hr/>							
20220600430 Total:		5,000.00							
20220600431	6/27/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 228 Durham					
		<hr/>							
20220600431 Total:		5,000.00							
20220700722	7/17/2024	5,000.00	0.00	08/19/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
90-000-2225 Due To Others - Damage Bond				Bond Return- 244 Durham					
	20220700722 Total:	5,000.00							
20220700723	7/23/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 242 Durham					
	20220700723 Total:	5,000.00							
20220700724	7/17/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 240 Durham					
	20220700724 Total:	5,000.00							
20220700725	7/17/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 238 Durham					
	20220700725 Total:	5,000.00							
20220700726	7/17/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 236 Durham					
	20220700726 Total:	5,000.00							
20220700727	6/27/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 234 Durham					
	20220700727 Total:	5,000.00							
20220700728	7/23/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 232 Durham					
	20220700728 Total:	5,000.00							
20220900789	7/22/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 256 Durham					
	20220900789 Total:	5,000.00							
20220900790	7/22/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225 Due To Others - Damage Bond				Bond Return- 258 Durham					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	20220900790 Total:	5,000.00							
20220900937	6/27/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 246 Durham					
	20220900937 Total:	5,000.00							
20220900938	7/22/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 248 Durham					
	20220900938 Total:	5,000.00							
20220900939	7/22/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 250 Durham					
	20220900939 Total:	5,000.00							
20220900940	7/22/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 252 Durham					
	20220900940 Total:	5,000.00							
20220900941	7/22/2024	5,000.00	0.00	08/19/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 254 Durham					
	20220900941 Total:	5,000.00							
20230600551	7/17/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 289 Ridley					
	20230600551 Total:	2,500.00							
20230600552	7/17/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 291 Ridley					
	20230600552 Total:	2,500.00							
20230600554	7/17/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 293 Ridley					
	20230600554 Total:	2,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
20230600555	7/17/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225				Bond Return- 295 Ridley					
	20230600555 Total:	2,500.00							
20230600559	6/27/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225				Bond Return- 916 Homerton					
	20230600559 Total:	2,500.00							
20230600560	6/27/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225				Bond Return- 918 Homerton					
	20230600560 Total:	2,500.00							
20230800812	7/23/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225				Bond Return- 297 Ridley					
	20230800812 Total:	2,500.00							
20230800813	7/23/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225				Bond Return- 299 Ridley					
	20230800813 Total:	2,500.00							
20230800819	7/17/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225				Bond Return- 305 Ridley					
	20230800819 Total:	2,500.00							
20230800820	7/17/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225				Bond Return- 307 Ridley					
	20230800820 Total:	2,500.00							
20230800821	7/17/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225				Bond Return- 309 Ridley					
	20230800821 Total:	2,500.00							
20230800822	7/17/2024	2,500.00	0.00	08/19/2024				No	0
90-000-2225				Bond Return- 311 Ridley					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	20230800822 Total:	2,500.00							
	D. R. Horton Total:	110,000.00							
De Nora MIOX Corporation									
038050									
9200091053	7/16/2024	10,397.82	0.00	08/19/2024				No	0
	60-445-4567 Treatment Plant Repair/Maint				MIOX Power Supplies- WTP				
	9200091053 Total:	10,397.82							
	De Nora MIOX Corporatio	10,397.82							
Duke & Lee's Johnson's Garage & Towing, Inc.									
045190									
082306	7/10/2024	1,882.64	0.00	08/19/2024				No	0
	01-445-4511 Vehicle Repair and Maint				Repair- Truck #178				
	082306 Total:	1,882.64							
	Duke & Lee's Johnson's Ga	1,882.64							
Dynamic Police Training									
468845									
2024-39-4615-26	4/17/2024	498.00	0.00	08/19/2024				No	0
	01-440-4380 Training				Training- Majerus, Reyes				
	2024-39-4615-26 Total:	498.00							
	Dynamic Police Training T	498.00							
Ethan Majerus									
468372									
08062024	8/6/2024	42.53	0.00	08/19/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-440-4380 Training				Training Reimbursement					
	08062024 Total:	42.53							
	Ethan Majerus Total:	42.53							
Evan Orr 468858 08092024	8/9/2024	3,010.55	0.00	08/19/2024				No	0
01-430-4370 Conferences & Travel				ESRI User Conference Reimbursement					
	08092024 Total:	3,010.55							
	Evan Orr Total:	3,010.55							
Feece Oil 031060 4090877	7/15/2024	2,005.44	0.00	08/19/2024				No	0
71-000-1340 Gas/Diesel Escrow				DieselFuel					
	4090877 Total:	2,005.44							
4093760	7/22/2024	5,523.27	0.00	08/19/2024				No	0
71-000-1340 Gas/Diesel Escrow				Mid-Grade Fuel					
	4093760 Total:	5,523.27							
	Feece Oil Total:	7,528.71							
Fifth Third Bank 028450 BR06272024-01	6/4/2024	-87.58	0.00	08/19/2024				No	0
01-490-4761 Beautification Committee				Fertilizer Refund/ Amazon					
	BR06272024-01 Total:	-87.58							
BR06272024-02	6/11/2024	1,119.36	0.00	08/19/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-445-4530 Public Grounds/Parks Maint					Welcome Sign Landscaping/ Schaefer Greenhouse				
	BR06272024-02 Total:	1,119.36							
BR06272024-03	6/12/2024	1,694.97	0.00	08/19/2024				No	0
01-445-4530 Public Grounds/Parks Maint					Dam Lights/ LED Light Expert				
	BR06272024-03 Total:	1,694.97							
BR06272024-04	6/18/2024	2,880.00	0.00	08/19/2024				No	0
01-445-4513 Software Maintenance					Vehicle Repair Software/ Mitchell Snap On				
	BR06272024-04 Total:	2,880.00							
BR06272024-05	6/20/2024	77.43	0.00	08/19/2024				No	0
01-445-4511 Vehicle Repair and Maint					Hydraulic Cap #172/ Bobcat Co				
	BR06272024-05 Total:	77.43							
BT06272024-01	6/12/2024	49.98	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce					Citizen Assist/ Uber				
	BT06272024-01 Total:	49.98							
CW06272024-01	5/30/2024	175.50	0.00	08/19/2024				No	0
01-440-4460 Comfort Dog Supplies					Trading Card Reorder/ Creative Instinct				
	CW06272024-01 Total:	175.50							
CW06272024-02	6/13/2024	238.24	0.00	08/19/2024				No	0
01-440-4411 Office Expenses					White Boards, Markers/ Amazon				
	CW06272024-02 Total:	238.24							
CW06272024-03	6/24/2024	29.98	0.00	08/19/2024				No	0
01-440-4558 Emergency Management					Certificate Paper- EMA Class/ Amazon				
	CW06272024-03 Total:	29.98							
DA06272024-01	5/30/2024	86.00	0.00	08/19/2024				No	0
01-430-4420 IT Supplies					Laptop Power Supply/ MSI Computer Corporation				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	DA06272024-01 Total:	86.00							
DA06272024-02	5/31/2024	171.55	0.00	08/19/2024				No	0
01-430-4420 IT Supplies				UPSx3 And Electrical Tape/ Amazon					
	DA06272024-02 Total:	171.55							
DA06272024-03	6/4/2024	5.49	0.00	08/19/2024				No	0
01-430-4420 IT Supplies				Alcohol Prep Pad Wipes/ Amazon					
	DA06272024-03 Total:	5.49							
DA06272024-04	6/6/2024	101.02	0.00	08/19/2024				No	0
01-430-4420 IT Supplies				Tools & Tool Bag- Orr/ Amazon					
	DA06272024-04 Total:	101.02							
DA06272024-05	6/6/2024	2,956.00	0.00	08/19/2024				No	0
71-430-4870 Equipment				ESRI Professional License/ ESRI					
	DA06272024-05 Total:	2,956.00							
DA06272024-06	6/9/2024	49.95	0.00	08/19/2024				No	0
01-430-4420 IT Supplies				USB Extensions For Squad/ Amazon					
	DA06272024-06 Total:	49.95							
DA06272024-07	6/11/2024	43.50	0.00	08/19/2024				No	0
01-430-4420 IT Supplies				Hard Drive/ Amazon					
	DA06272024-07 Total:	43.50							
DA06272024-08	6/22/2024	257.04	0.00	08/19/2024				No	0
01-430-4420 IT Supplies				USB-C Drives For Police Phones/ Amazon					
	DA06272024-08 Total:	257.04							
JD06272024-01	5/30/2024	73.58	0.00	08/19/2024				No	0
01-430-4799 Misc.				Retirement Party- Stecklein/ Party City					
	JD06272024-01 Total:	73.58							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
JD06272024-02	5/29/2024	105.18	0.00	08/19/2024				No	0
01-430-4799 Misc.				Retirement Party- Stecklein/ Party City					
	JD06272024-02 Total:	105.18							
JD06272024-03	5/31/2024	183.15	0.00	08/19/2024				No	0
01-430-4799 Misc.				Retirement Party- Stecklein/ Nothing Bundt Cake					
	JD06272024-03 Total:	183.15							
JD06272024-04	6/12/2024	154.50	0.00	08/19/2024				No	0
01-440-4411 Office Expenses				Toner/ Office Depot					
	JD06272024-04 Total:	154.50							
JD06272024-05	6/12/2024	217.13	0.00	08/19/2024				No	0
01-445-4421 Custodial Supplies				Restroom Soap/ Office Depot					
	JD06272024-05 Total:	217.13							
JD06272024-06	6/21/2024	26.59	0.00	08/19/2024				No	0
01-440-4498 Community Service				Fee Sticker Processing/ OMG National					
	JD06272024-06 Total:	26.59							
JD06272024-07	6/20/2024	52.66	0.00	08/19/2024				No	0
01-440-4498 Community Service				Citizen Assist/ Uber					
	JD06272024-07 Total:	52.66							
JG06272024-01	6/3/2024	85.89	0.00	08/19/2024				No	0
01-440-4160 Uniform Allowance				Name Tags/ Hook-Fast Specialist					
	JG06272024-01 Total:	85.89							
JG06272024-02	6/3/2024	179.00	0.00	08/19/2024				No	0
01-440-4555 Investigations				Investigations App/ TLO TransUnion					
	JG06272024-02 Total:	179.00							
JG06272024-03	6/6/2024	1.00	0.00	08/19/2024				No	0
01-440-4799 Misc.				Drone Accessories/ Adorama					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	JG06272024-03 Total:	1.00							
JG06272024-04	6/6/2024	88.00	0.00	08/19/2024				No	0
01-440-4799 Misc.				Drone Accessories/ Adorama					
	JG06272024-04 Total:	88.00							
JG06272024-05	6/6/2024	163.86	0.00	08/19/2024				No	0
01-440-4511 Vehicle Repair and Maint				Repairs To ATV/ Ron's Automotive					
	JG06272024-05 Total:	163.86							
JG06272024-06	6/9/2024	137.25	0.00	08/19/2024				No	0
01-440-4498 Community Service				Community Service Items/ Amazon					
	JG06272024-06 Total:	137.25							
JG06272024-07	6/11/2024	29.99	0.00	08/19/2024				No	0
01-440-4498 Community Service				Community Service Items/ Amazon					
	JG06272024-07 Total:	29.99							
JG06272024-08	6/11/2024	125.00	0.00	08/19/2024				No	0
01-440-4799 Misc.				Drone Accessories/ Adorama					
	JG06272024-08 Total:	125.00							
JG06272024-09	6/18/2024	80.57	0.00	08/19/2024				No	0
01-440-4380 Training				Training Refreshments/ DD BR					
	JG06272024-09 Total:	80.57							
JG06272024-10	6/20/2024	100.00	0.00	08/19/2024				No	0
01-440-4390 Dues & Meetings				KCCOPA Meeting/ SQ Kane County Chiefs					
	JG06272024-10 Total:	100.00							
JG06272024-11	6/20/2024	179.98	0.00	08/19/2024				No	0
01-440-4160 Uniform Allowance				Department Equipment/ Galls					
	JG06272024-11 Total:	179.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
JG06272024-12	6/24/2024	49.00	0.00	08/19/2024				No	0
01-440-4380 Training				Notary Training/ SQ Notary Public Association					
	JG06272024-12 Total:	49.00							
KL06272024-01	5/27/2024	16.78	0.00	08/19/2024				No	0
01-440-4799 Misc.				Feminine Products For Booking/ Target					
	KL06272024-01 Total:	16.78							
KL06272024-02	5/31/2024	16.19	0.00	08/19/2024				No	0
01-440-4799 Misc.				Retirement Party Supplies/ Hallmark					
	KL06272024-02 Total:	16.19							
KL06272024-03	6/13/2024	325.00	0.00	08/19/2024				No	0
01-440-4390 Dues & Meetings				Conference Fee/ CNA					
	KL06272024-03 Total:	325.00							
KL06272024-04	6/14/2024	450.24	0.00	08/19/2024				No	0
01-440-4390 Dues & Meetings				Hotel- Conference/ Embassy Suites					
	KL06272024-04 Total:	450.24							
KL06272024-05	6/14/2024	450.24	0.00	08/19/2024				No	0
01-440-4390 Dues & Meetings				Hotel- Conference/ Embassy Suites					
	KL06272024-05 Total:	450.24							
KL06272024-06	6/21/2024	483.84	0.00	08/19/2024				No	0
01-440-4390 Dues & Meetings				Hotel- Conference/ Marriott					
	KL06272024-06 Total:	483.84							
MF06272024-01	5/30/2024	155.00	0.00	08/19/2024				No	0
60-445-4505 Postage				AISV Delivery Stats/ USPS					
	MF06272024-01 Total:	155.00							
MF06272024-02	6/24/2024	264.00	0.00	08/19/2024				No	0
01-435-4390 Dues & Meetings				Membership/ SHRM					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	MF06272024-02 Total:	264.00							
MQ06272024-01	5/30/2024	33.43	0.00	08/19/2024	Retirement Decorations/ Amazon			No	0
01-440-4799 Misc.									
	MQ06272024-01 Total:	33.43							
MQ06272024-02	5/29/2024	1,050.00	0.00	08/19/2024	Training- Johnson/ MSAB			No	0
01-440-4380 Training									
	MQ06272024-02 Total:	1,050.00							
MQ06272024-03	5/31/2024	8.48	0.00	08/19/2024	Retirement Decorations/ Amazon			No	0
01-440-4799 Misc.									
	MQ06272024-03 Total:	8.48							
MQ06272024-04	6/3/2024	16.15	0.00	08/19/2024	Investigations- Sgt Lohrs/ Ray O'Herron's			No	0
01-440-4555 Investigations									
	MQ06272024-04 Total:	16.15							
MQ06272024-05	6/3/2024	30.48	0.00	08/19/2024	Office Equipment/ Office Depot			No	0
01-440-4411 Office Expenses									
	MQ06272024-05 Total:	30.48							
MQ06272024-06	6/6/2024	8.94	0.00	08/19/2024	Trailer Equipment/ Amazon			No	0
01-440-4870 Equipment									
	MQ06272024-06 Total:	8.94							
MQ06272024-07	6/3/2024	23.18	0.00	08/19/2024	Office Equipment/ Office Depot			No	0
01-440-4411 Office Expenses									
	MQ06272024-07 Total:	23.18							
MQ06272024-08	6/14/2024	6.26	0.00	08/19/2024	Evidence Processing/ Walmart			No	0
01-440-4557 Evidence Processing									
	MQ06272024-08 Total:	6.26							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MQ06272024-09	6/14/2024	81.00	0.00	08/19/2024				No	0
01-440-4870 Equipment				Bike Uniforms/ Initial Impressions					
	MQ06272024-09 Total:	81.00							
MQ06272024-10	6/19/2024	20.05	0.00	08/19/2024				No	0
01-440-4411 Office Expenses				Office Equipment/ Office Depot					
	MQ06272024-10 Total:	20.05							
MT06272024-01	6/4/2024	4.00	0.00	08/19/2024				No	0
01-430-4799 Misc.				Subscription/ Wall Street Journal					
	MT06272024-01 Total:	4.00							
ND06272024-01	5/29/2024	240.00	0.00	08/19/2024				No	0
01-441-4380 Training				Training/ International Code Council					
	ND06272024-01 Total:	240.00							
ND06272024-02	6/17/2024	75.00	0.00	08/19/2024				No	0
01-441-4380 Training				Training/ IACE					
	ND06272024-02 Total:	75.00							
NS06272024-01	5/28/2024	976.98	0.00	08/19/2024				No	0
15-430-4751 North Aurora Days Expenses				Tent Rental/ Midwest Tents & Events					
	NS06272024-01 Total:	976.98							
NS06272024-02	6/6/2024	11.59	0.00	08/19/2024				No	0
01-430-4411 Office Expenses				Plastic Envelopes/ Amazon					
	NS06272024-02 Total:	11.59							
NS06272024-03	6/10/2024	15.33	0.00	08/19/2024				No	0
01-490-4759 Community Events				Encanto- Movie In The Park/ Amazon					
	NS06272024-03 Total:	15.33							
NS06272024-04	6/18/2024	23.96	0.00	08/19/2024				No	0
01-430-4411 Office Expenses				Subscription/ Chicago Tribune					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	NS06272024-04 Total:	23.96							
SB06272024-01	6/6/2024	1,200.00	0.00	08/19/2024				No	0
01-430-4390 Dues & Meetings				ICMA Annual Membership/ ICMA					
	SB06272024-01 Total:	1,200.00							
SB06272024-02	6/6/2024	472.00	0.00	08/19/2024				No	0
01-430-4390 Dues & Meetings				ICMA Annual Membership/ ICMA					
	SB06272024-02 Total:	472.00							
SB06272024-03	6/15/2024	84.88	0.00	08/19/2024				No	0
01-410-4799 Misc. Expenditures				Coffee & Donuts- Meet With Mayor/ Dunkin'					
	SB06272024-03 Total:	84.88							
	Fifth Third Bank Total:	18,423.76							
Fox Excavating, Inc.									
050900									
08082024	8/8/2024	2,749.99	0.00	08/19/2024				No	0
19-480-4784 TIF Reimbursements/Grants				Demo Of 40 Monroe St/ Final Pay					
	08082024 Total:	2,749.99							
	Fox Excavating, Inc. Total:	2,749.99							
Fox Metro									
029650									
08012024	8/1/2024	30.00	0.00	08/19/2024				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				New Service Inspection (1)					
	08012024 Total:	30.00							
	Fox Metro Total:	30.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Frank Marshall Electric									
028510									
92103	7/18/2024	3,065.00	0.00	08/19/2024	Lobby Lights Repair- VH			No	0
01-445-4520 Public Buildings Rpr & Mtce									
	92103 Total:	3,065.00							
92104	7/18/2024	1,192.00	0.00	08/19/2024	Electric Testing- WTP			No	0
60-445-4567 Treatment Plant Repair/Maint									
	92104 Total:	1,192.00							
92106	7/18/2024	298.00	0.00	08/19/2024	Bollard Removal- PD			No	0
01-445-4520 Public Buildings Rpr & Mtce									
	92106 Total:	298.00							
92109	7/25/2024	477.34	0.00	08/19/2024	Water Heater Receptacle- PD			No	0
01-445-4520 Public Buildings Rpr & Mtce									
	92109 Total:	477.34							
92112	7/25/2024	1,043.00	0.00	08/19/2024	MIOX Power Supply Replacement- WTP			No	0
60-445-4567 Treatment Plant Repair/Maint									
	92112 Total:	1,043.00							
	Frank Marshall Electric To	6,075.34							
Global Water Technology, Inc.									
467862									
120280	7/15/2024	226.90	0.00	08/19/2024	Monthly Water Treatment- PD, VH			No	0
01-445-4520 Public Buildings Rpr & Mtce									
	120280 Total:	226.90							
	Global Water Technology, I	226.90							

Hach Company

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
014100									
14113149	7/19/2024	1,381.53	0.00	08/19/2024				No	0
60-445-4562				Field Service SP510					
	14113149 Total:	1,381.53							
2226548	7/12/2024	-444.00	0.00	08/19/2024				No	0
60-445-4562				pH Probe Return					
	2226548 Total:	-444.00							
	Hach Company Total:	937.53							
High Star Traffic									
021520									
6651	7/15/2024	519.60	0.00	08/19/2024				No	0
01-445-4545				Parking Signs (8)					
	6651 Total:	519.60							
	High Star Traffic Total:	519.60							
HOLCIM - MAMR, INC									
468777									
719864107	7/19/2024	680.35	0.00	08/19/2024				No	0
01-445-4544				Gravel					
	719864107 Total:	680.35							
	HOLCIM - MAMR, INC	680.35							
Hollywood Tools, LLC									
468498									
08012438951	8/1/2024	258.00	0.00	08/19/2024				No	0
01-445-4511				Tools					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	08012438951 Total:	258.00							
	Hollywood Tools, LLC To	258.00							
Illinois Office Of The State Fire Marshall 038770 9697239	7/17/2024	300.00	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Boiler Inspection & Certificate- PD					
	9697239 Total:	300.00							
	Illinois Office Of The State	300.00							
Jim Galeno 468699 08032024	8/3/2024	900.00	0.00	08/19/2024				No	0
15-430-4751 North Aurora Days Expenses				Reissue- Reptile Show/ NA Days					
	08032024 Total:	900.00							
	Jim Galeno Total:	900.00							
JSN Contractors Supply 041440 87248	7/26/2024	114.00	0.00	08/19/2024				No	0
01-445-4543 Sidewalks Rpr & Mtce				Pink Marking Paint					
	87248 Total:	114.00							
87248-02	7/26/2024	54.60	0.00	08/19/2024				No	0
01-445-4530 Public Grounds/Parks Maint				White Marking Paint					
	87248-02 Total:	54.60							
87251	7/31/2024	54.60	0.00	08/19/2024				No	0
10-445-4661 Street Light Repair/Maint				Red Marking Paint					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	87251 Total:	54.60							
87251-02	7/31/2024	159.60	0.00	08/19/2024				No	0
60-445-4568	Watermain Rprs. & Rplcmts.				Blue Marking Paint				
	87251-02 Total:	159.60							
87251-03	7/31/2024	54.60	0.00	08/19/2024				No	0
01-445-4530	Public Grounds/Parks Maint				White Marking Paint				
	87251-03 Total:	54.60							
87251-04	7/31/2024	151.20	0.00	08/19/2024				No	0
18-445-4570	Sewers Rpr & Mtce				Green Marking Paint				
	87251-04 Total:	151.20							
	JSN Contractors Supply T	588.60							
Judges 2008 LLC									
468520									
232	7/31/2024	354.00	0.00	08/19/2024				No	0
01-440-4511	Vehicle Repair and Maint				Squad Washes- July 2024				
	232 Total:	354.00							
	Judges 2008 LLC Total:	354.00							
Kiesler's Police Supply, Inc.									
039910									
IN243014	7/19/2024	2,221.00	0.00	08/19/2024				No	0
01-440-4383	Firearm Training				Ammo Order				
	IN243014 Total:	2,221.00							
IN243492	7/29/2024	7,860.25	0.00	08/19/2024				No	0
01-440-4383	Firearm Training				Ammunition				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	IN243492 Total:	7,860.25							
	Kiesler's Police Supply, Inc	10,081.25							
Kimball Midwest 467916									
102390509	7/9/2024	293.84	0.00	08/19/2024				No	0
01-445-4870 Equipment				PW Tools					
	102390509 Total:	293.84							
102450738	7/26/2024	506.66	0.00	08/19/2024				No	0
01-445-4511 Vehicle Repair and Maint				Cable Ties, Clamps, Nuts, Washers					
	102450738 Total:	506.66							
102450738-02	7/26/2024	281.05	0.00	08/19/2024				No	0
01-445-4870 Equipment				Tools					
	102450738-02 Total:	281.05							
102458557	7/30/2024	126.43	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Deodorizer And Dispenser					
	102458557 Total:	126.43							
102458557-02	7/30/2024	161.88	0.00	08/19/2024				No	0
01-445-4511 Vehicle Repair and Maint				Lubricant					
	102458557-02 Total:	161.88							
	Kimball Midwest Total:	1,369.86							
Kirhofer's Sports 033380									
58173	7/25/2024	1,144.00	0.00	08/19/2024				No	0
15-430-4751 North Aurora Days Expenses				NA Days Softball & Event Staff T-Shirts					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	58173 Total:	1,144.00							
	Kirhofer's Sports Total:	1,144.00							
Konica Minolta 024860									
9010030711	8/5/2024	17.64	0.00	08/19/2024				No	0
01-435-4507 Printing				AP Printer Usage 6/21 - 7/20					
	9010030711 Total:	17.64							
9010032644	7/21/2024	10.99	0.00	08/19/2024				No	0
01-435-4507 Printing				AP Printer Maintenance 7/21 - 8/20					
	9010032644 Total:	10.99							
	Konica Minolta Total:	28.63							
LionHeart Critical Power Specialists Inc. 468857									
60570	7/10/2024	2,227.00	0.00	08/19/2024				No	0
60-445-4567 Treatment Plant Repair/Maint				Troubleshoot Generator- WTP					
	60570 Total:	2,227.00							
	LionHeart Critical Power S	2,227.00							
Mc Cue Builders 031350									
07252024	7/25/2024	28.81	0.00	08/19/2024				No	0
60-320-3340 Water Collections				Water Credit Refund					
	07252024 Total:	28.81							
07252024-02	7/25/2024	0.87	0.00	08/19/2024				No	0
18-320-3350 Sewer Collection				Sewer Maint Credit Refund					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	07252024-02 Total:	0.87							
07252024-03	7/25/2024	73.78	0.00	08/19/2024				No	0
60-320-3340	Water Collections			Water Credit Refund					
	07252024-03 Total:	73.78							
	Mc Cue Builders Total:	103.46							
Meade Electric Company, Inc.									
027140									
709286	7/18/2024	371.28	0.00	08/19/2024				No	0
01-445-4545	Traffic Signs & Signals			Traffic Light Repair- Randall & Oak					
	709286 Total:	371.28							
709463	7/29/2024	474.86	0.00	08/19/2024				No	0
01-445-4545	Traffic Signs & Signals			Traffic Signal Repair- Randall & Ice Cream					
	709463 Total:	474.86							
	Meade Electric Company,	846.14							
Menards									
016070									
26307	4/4/2024	5.16	0.00	08/19/2024				No	0
60-445-4799	Misc. Expenditures			Copper Cap					
	26307 Total:	5.16							
26307-02	4/4/2024	52.46	0.00	08/19/2024				No	0
60-445-4423	Tools			Tools, Supplies					
	26307-02 Total:	52.46							
27769	4/30/2024	44.42	0.00	08/19/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			2X4, Concrete Mix					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	27769 Total:	44.42							
27775	4/30/2024	52.82	0.00	08/19/2024	Key Cabinet For LOTO			No	0
60-445-4422	Safety Supplies								
	27775 Total:	52.82							
28131	5/6/2024	7.40	0.00	08/19/2024	PVC Couplers For RPZ Drain			No	0
60-445-4567	Treatment Plant Repair/Maint								
	28131 Total:	7.40							
28134	5/6/2024	194.99	0.00	08/19/2024	Fabric For Storm Drains			No	0
01-445-4544	Storm Drain Maintenance								
	28134 Total:	194.99							
28134-02	5/6/2024	21.98	0.00	08/19/2024	Asphalt Sealer			No	0
01-445-4530	Public Grounds/Parks Maint								
	28134-02 Total:	21.98							
28367	5/9/2024	41.13	0.00	08/19/2024	Fittings For Sampling			No	0
60-445-4562	Testing (water)								
	28367 Total:	41.13							
29482	5/28/2024	37.33	0.00	08/19/2024	Pins For Sharing			No	0
60-445-4870	Equipment								
	29482 Total:	37.33							
29482-02	5/28/2024	61.64	0.00	08/19/2024	Bleach And Sprayer			No	0
60-445-4562	Testing (water)								
	29482-02 Total:	61.64							
29482-03	5/28/2024	20.46	0.00	08/19/2024	Vinegar And Distilled Water			No	0
60-445-4567	Treatment Plant Repair/Maint								
	29482-03 Total:	20.46							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
29954	6/4/2024	122.90	0.00	08/19/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			Supplies					
	29954 Total:	122.90							
29954-02	6/4/2024	95.88	0.00	08/19/2024				No	0
60-445-4565	Water Well Rpr & Mtce			Air Filters- Well #8					
	29954-02 Total:	95.88							
29954-03	6/4/2024	14.98	0.00	08/19/2024				No	0
60-466-4875	Capital Improvements			Air Filters- Well #8					
	29954-03 Total:	14.98							
31205	6/25/2024	16.28	0.00	08/19/2024				No	0
60-467-4875	Capital Improvements			CL-17 Fittings					
	31205 Total:	16.28							
31205-02	6/25/2024	40.96	0.00	08/19/2024				No	0
60-445-4423	Tools			Tools					
	31205-02 Total:	40.96							
31267	6/26/2024	1.78	0.00	08/19/2024				No	0
01-445-4421	Custodial Supplies			Paper Towes					
	31267 Total:	1.78							
31267-02	6/26/2024	13.94	0.00	08/19/2024				No	0
01-445-4530	Public Grounds/Parks Maint			Fertilizer					
	31267-02 Total:	13.94							
31267-03	6/26/2024	23.86	0.00	08/19/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Aluminum Bracing					
	31267-03 Total:	23.86							
31670	7/3/2024	7.32	0.00	08/19/2024				No	0
60-445-4562	Testing (water)			Distilled Water					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	31670 Total:	7.32							
31670-02	7/3/2024	41.76	0.00	08/19/2024				No	0
60-445-4423 Tools				Shovel					
	31670-02 Total:	41.76							
31682	7/3/2024	36.48	0.00	08/19/2024				No	0
60-445-4567 Treatment Plant Repair/Maint				Repair Brime Filters- ETP					
	31682 Total:	36.48							
32307	7/15/2024	94.93	0.00	08/19/2024				No	0
01-445-4870 Equipment				Brooms & Shovel					
	32307 Total:	94.93							
32307-02	7/15/2024	252.88	0.00	08/19/2024				No	0
01-445-4530 Public Grounds/Parks Maint				Wood For Concrete Work					
	32307-02 Total:	252.88							
32307-03	7/15/2024	24.57	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Ceiling Paint- PD					
	32307-03 Total:	24.57							
32307-04	7/15/2024	53.91	0.00	08/19/2024				No	0
01-490-4799 Misc. Expenditures				Cable Ties					
	32307-04 Total:	53.91							
32329	7/15/2024	-41.12	0.00	08/19/2024				No	0
01-445-4530 Public Grounds/Parks Maint				Stonehurst 2"x4" Credit					
	32329 Total:	-41.12							
32331	7/15/2024	94.73	0.00	08/19/2024				No	0
01-445-4870 Equipment				Wrenches, Pliers					
	32331 Total:	94.73							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
32353	7/16/2024	14.67	0.00	08/19/2024				No	0
60-445-4562 Testing (water)				Adapters For Sampling					
	32353 Total:	14.67							
32500	7/18/2024	236.92	0.00	08/19/2024				No	0
01-445-4870 Equipment				Toolbox, Cord, Screwdriver Set					
	32500 Total:	236.92							
32717	7/22/2024	46.94	0.00	08/19/2024				No	0
60-445-4567 Treatment Plant Repair/Maint				Supplies For MIOX					
	32717 Total:	46.94							
32717-02	7/22/2024	4.79	0.00	08/19/2024				No	0
60-445-4567 Treatment Plant Repair/Maint				Toilet Bowl Cleaner					
	32717-02 Total:	4.79							
32820	7/24/2024	161.16	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Bug Spray, Ant Baits- PW Garage					
	32820 Total:	161.16							
32890	7/25/2024	115.47	0.00	08/19/2024				No	0
01-445-4870 Equipment				Ratchets					
	32890 Total:	115.47							
32968	7/26/2024	19.36	0.00	08/19/2024				No	0
01-445-4544 Storm Drain Maintenance				PVC Pipe					
	32968 Total:	19.36							
33117	7/29/2024	15.70	0.00	08/19/2024				No	0
01-445-4530 Public Grounds/Parks Maint				Algaecide					
	33117 Total:	15.70							
33117-02	7/29/2024	5.99	0.00	08/19/2024				No	0
01-445-4870 Equipment				Straight Snips					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	33117-02 Total:	5.99							
33225	7/31/2024	191.76	0.00	08/19/2024				No	0
	60-445-4565 Water Well Rpr & Mtce			Filters					
	33225 Total:	191.76							
	Menards Total:	2,248.59							
Metro West COG									
032210									
5534	8/5/2024	50.00	0.00	08/19/2024				No	0
	01-410-4390 Dues & Meetings			Metro West Meeting					
	5534 Total:	50.00							
5534-02	8/5/2024	50.00	0.00	08/19/2024				No	0
	01-430-4390 Dues & Meetings			Metro West Meeting					
	5534-02 Total:	50.00							
	Metro West COG Total:	100.00							
MidAmerican Technology, Inc.									
049550									
18296	7/23/2024	1,895.00	0.00	08/19/2024				No	0
	18-445-4510 Equipment/IT Maint			Sewer Camera Repair					
	18296 Total:	1,895.00							
	MidAmerican Technology,	1,895.00							
Midwest Integrated Solutions									
468485									
24-0587	6/17/2024	1,160.00	0.00	08/19/2024				No	0
	71-430-4870 Equipment			Door Access Fobs (20)					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	24-0587 Total:	1,160.00							
	Midwest Integrated Solutio	1,160.00							
Motorola Solutions- STARCOM21									
002980									
7730320230703	7/1/2024	240.00	0.00	08/19/2024				No	0
	01-440-4652 Phones and Connectivity				StarCom Specialty Use Rate- July 2024				
	7730320230703 Total:	240.00							
8544720240604	7/1/2024	734.00	0.00	08/19/2024				No	0
	01-440-4652 Phones and Connectivity				StarCom- July 2024				
	8544720240604 Total:	734.00							
	Motorola Solutions- STAR	974.00							
MSC Industrial Supply									
051190									
88857488	7/9/2024	35.11	0.00	08/19/2024				No	0
	01-445-4511 Vehicle Repair and Maint				Pipe Tap				
	88857488 Total:	35.11							
89517298	7/11/2024	177.10	0.00	08/19/2024				No	0
	01-445-4870 Equipment				Tap & Tie Set				
	89517298 Total:	177.10							
91118988	7/17/2024	276.00	0.00	08/19/2024				No	0
	01-490-4799 Misc. Expenditures				Cable Ties				
	91118988 Total:	276.00							
	MSC Industrial Supply To	488.21							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
National Softwash, Inc 468194 24257	7/15/2024	7,400.00	0.00	08/19/2024	East Tower Cleaning			No	0
60-445-4569 Water Tower Rpr & Mtce									
24257 Total:		7,400.00							
National Softwash, Inc Tot		7,400.00							
North Aurora Lions Club 467640 08122024	8/12/2024	3,610.44	0.00	08/19/2024	2024 NA Days Beer Tent Distribution			No	0
15-430-4751 North Aurora Days Expenses									
08122024 Total:		3,610.44							
North Aurora Lions Club T		3,610.44							
North Aurora NAPA, Inc. 038730 469312	7/9/2024	525.00	0.00	08/19/2024	Wheel Charger			No	0
01-445-4870 Equipment									
469312 Total:		525.00							
469382	7/10/2024	8.93	0.00	08/19/2024	Spark Plug			No	0
01-445-4511 Vehicle Repair and Maint									
469382 Total:		8.93							
469401	7/10/2024	9.98	0.00	08/19/2024	Spark Plug			No	0
01-445-4511 Vehicle Repair and Maint									
469401 Total:		9.98							
469545	7/11/2024	18.12	0.00	08/19/2024	Battery, Car Charger			No	0
01-445-4511 Vehicle Repair and Maint									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		18.12							
469545 Total:		18.12							
469546	7/11/2024	139.00	0.00	08/19/2024				No	0
01-440-4511 Vehicle Repair and Maint				Squad Parts					
		139.00							
469546 Total:		139.00							
469760	7/15/2024	25.58	0.00	08/19/2024				No	0
01-445-4511 Vehicle Repair and Maint				Filter- Truck #186					
		25.58							
469760 Total:		25.58							
469835	7/16/2024	23.68	0.00	08/19/2024				No	0
01-445-4511 Vehicle Repair and Maint				Disposable Gloves					
		23.68							
469835 Total:		23.68							
469835-02	7/16/2024	55.97	0.00	08/19/2024				No	0
01-445-4870 Equipment				Knife, Scissors					
		55.97							
469835-02 Total:		55.97							
469835-03	7/16/2024	129.80	0.00	08/19/2024				No	0
01-445-4511 Vehicle Repair and Maint				Repair Parts- Truck #186					
		129.80							
469835-03 Total:		129.80							
469878	7/16/2024	80.50	0.00	08/19/2024				No	0
01-440-4510 Equipment/IT Maint				Squad Parts					
		80.50							
469878 Total:		80.50							
469878-02	7/16/2024	88.15	0.00	08/19/2024				No	0
01-445-4411 Office Expenses				Electric Tape & Truck Parts					
		88.15							
469878-02 Total:		88.15							
469928	7/17/2024	470.84	0.00	08/19/2024				No	0
01-445-4511 Vehicle Repair and Maint				Filter- Truck #s 186, 147, 165, 150, 177					
		470.84							
469928 Total:		470.84							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
469972	7/17/2024	153.00	0.00	08/19/2024				No	0
01-445-4511				Vehicle Repair and Maint	Electrical Tape				
	469972 Total:	153.00							
469992	7/18/2024	40.02	0.00	08/19/2024				No	0
01-445-4511				Vehicle Repair and Maint	Spark Plugs, Oil				
	469992 Total:	40.02							
469999	7/18/2024	29.99	0.00	08/19/2024				No	0
01-445-4511				Vehicle Repair and Maint	Grease				
	469999 Total:	29.99							
470087	7/19/2024	115.62	0.00	08/19/2024				No	0
01-445-4511				Vehicle Repair and Maint	New Chipper Filters				
	470087 Total:	115.62							
470291	7/22/2024	58.00	0.00	08/19/2024				No	0
01-445-4870				Equipment	Tools				
	470291 Total:	58.00							
470311	7/22/2024	860.00	0.00	08/19/2024				No	0
01-445-4870				Equipment	Tools				
	470311 Total:	860.00							
470341	7/23/2024	255.67	0.00	08/19/2024				No	0
01-445-4511				Vehicle Repair and Maint	Wheel Chock, Transmission Fluid				
	470341 Total:	255.67							
470368	7/23/2024	42.84	0.00	08/19/2024				No	0
01-445-4870				Equipment	Goggles, Shields				
	470368 Total:	42.84							
470375	7/23/2024	239.59	0.00	08/19/2024				No	0
01-445-4870				Equipment	Tools				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	470375 Total:	239.59							
470382	7/23/2024	90.91	0.00	08/19/2024				No	0
01-445-4511	Vehicle Repair and Maint			Tire Chock					
	470382 Total:	90.91							
47054	7/25/2024	90.86	0.00	08/19/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts					
	47054 Total:	90.86							
470551	7/25/2024	301.84	0.00	08/19/2024				No	0
01-445-4511	Vehicle Repair and Maint			Caliper- 2017 Ford Explorer					
	470551 Total:	301.84							
470786	7/29/2024	112.68	0.00	08/19/2024				No	0
01-445-4870	Equipment			PW Tools					
	470786 Total:	112.68							
470792	7/29/2024	25.28	0.00	08/19/2024				No	0
01-445-4511	Vehicle Repair and Maint			Ignition Switch					
	470792 Total:	25.28							
470809	7/29/2024	24.36	0.00	08/19/2024				No	0
01-445-4411	Office Expenses			Switch					
	470809 Total:	24.36							
470811	7/29/2024	159.68	0.00	08/19/2024				No	0
01-445-4511	Vehicle Repair and Maint			Battery					
	470811 Total:	159.68							
470850	7/30/2024	59.94	0.00	08/19/2024				No	0
01-445-4511	Vehicle Repair and Maint			Fuel Filters					
	470850 Total:	59.94							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
470894	7/30/2024	15.38	0.00	08/19/2024				No	0
01-445-4411 Office Expenses				Battery Cable					
	470894 Total:	15.38							
470919	7/30/2024	16.90	0.00	08/19/2024				No	0
01-445-4511 Vehicle Repair and Maint				Fuses- PW					
	470919 Total:	16.90							
471036	8/1/2024	16.76	0.00	08/19/2024				No	0
01-445-4411 Office Expenses				Coupler Lock					
	471036 Total:	16.76							
	North Aurora NAPA, Inc. T	4,284.87							
North East Multi-Regional Training, Inc. 001520									
358484	7/25/2024	600.00	0.00	08/19/2024				No	0
01-440-4383 Firearm Training				Training Class- McCoy, Smolik-Valles					
	358484 Total:	600.00							
	North East Multi-Regional	600.00							
Office Depot 039370									
365728234001	6/3/2024	10.30	0.00	08/19/2024				No	0
01-430-4411 Office Expenses				Office Supplies					
	365728234001 Total:	10.30							
365728234001-02	6/3/2024	10.30	0.00	08/19/2024				No	0
01-445-4411 Office Expenses				Office Supplies					
	365728234001-02 Total:	10.30							
365728234001-03	6/3/2024	10.30	0.00	08/19/2024				No	0



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60-445-4411 Office Expenses				Office Supplies					
	365728234001-03 Total:	10.30							
365728234001-04	6/3/2024	10.30	0.00	08/19/2024				No	0
01-441-4411 Office Expenses				Office Supplies					
	365728234001-04 Total:	10.30							
374895724001	7/10/2024	16.98	0.00	08/19/2024				No	0
01-430-4411 Office Expenses				Office Supplies					
	374895724001 Total:	16.98							
374895724001-02	7/10/2024	16.99	0.00	08/19/2024				No	0
01-445-4411 Office Expenses				Office Supplies					
	374895724001-02 Total:	16.99							
374895724001-03	7/10/2024	16.99	0.00	08/19/2024				No	0
60-445-4411 Office Expenses				Office Supplies					
	374895724001-03 Total:	16.99							
374895724001-04	7/10/2024	16.99	0.00	08/19/2024				No	0
01-441-4411 Office Expenses				Office Supplies					
	374895724001-04 Total:	16.99							
375581807001	7/31/2024	14.01	0.00	08/19/2024				No	0
01-430-4411 Office Expenses				Office Supplies					
	375581807001 Total:	14.01							
375581807001-02	7/31/2024	14.01	0.00	08/19/2024				No	0
01-445-4411 Office Expenses				Office Supplies					
	375581807001-02 Total:	14.01							
375581807001-03	7/31/2024	14.00	0.00	08/19/2024				No	0
60-445-4411 Office Expenses				Office Supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		14.00							
375581807001-03 Total:		14.00							
375581807001-04	7/31/2024	14.00	0.00	08/19/2024				No	0
01-441-4411 Office Expenses				Office Supplies					
		14.00							
375581807001-04 Total:		14.00							
377230531001	7/25/2024	22.48	0.00	08/19/2024				No	0
01-441-4411 Office Expenses				Office Supplies					
		22.48							
377230531001 Total:		22.48							
377231531001	7/26/2024	47.37	0.00	08/19/2024				No	0
01-441-4411 Office Expenses				Office Supplies					
		47.37							
377231531001 Total:		47.37							
		235.02							
Office Depot Total:		235.02							
Olsson Roofing Company, Inc.									
042370									
24002271	7/26/2024	1,093.25	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Roof Repairs- PD					
		1,093.25							
24002271 Total:		1,093.25							
		1,093.25							
Olsson Roofing Company,		1,093.25							
OnSolve LLC									
468843									
15317665	7/17/2024	6,746.77	0.00	08/19/2024				No	0
01-440-4558 Emergency Management				Village Emergency Notification					
		6,746.77							
15317665 Total:		6,746.77							
		6,746.77							
OnSolve LLC Total:		6,746.77							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Physicians Immediate Care Chicago PLLC									
049540									
4413061	8/5/2024	170.00	0.00	08/19/2024				No	0
60-445-4799 Misc. Expenditures				New Employee					
	4413061 Total:	170.00							
	Physicians Immediate Care	170.00							
R. J. O'Neil, Inc.									
029370									
00124350	7/10/2024	304.50	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				HVAC Repair- PD					
	00124350 Total:	304.50							
00124382	7/17/2024	387.50	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				HVAC Repair- PD					
	00124382 Total:	387.50							
00124417	7/22/2024	330.14	0.00	08/19/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				HVAC Repair- PD					
	00124417 Total:	330.14							
	R. J. O'Neil, Inc. Total:	1,022.14							
RAY O'HERRON Co., INC									
044220									
2354793	7/18/2024	58.97	0.00	08/19/2024				No	0
01-440-4160 Uniform Allowance				Vest Insignia					
	2354793 Total:	58.97							
	RAY O'HERRON Co., INC	58.97							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Rhino Holdings 468308 07292024	7/29/2024	120.00	0.00	08/19/2024				No	0
60-320-3340 Water Collections				Water Overpayment Refund					
	07292024 Total:	120.00							
	Rhino Holdings Total:	120.00							
Rubino Engineering, Inc. 039500 10002	7/27/2024	13,175.00	0.00	08/19/2024				No	0
60-472-4255 Engineering				Central Water Tower Geotechnical Services					
	10002 Total:	13,175.00							
	Rubino Engineering, Inc. To	13,175.00							
Russo Power Equipment Inc. 036290 SPI20735892	7/11/2024	491.87	0.00	08/19/2024				No	0
01-445-4510 Equipment/IT Maint				Chainsaw Repair Parts					
	SPI20735892 Total:	491.87							
SPI20735893	7/11/2024	818.97	0.00	08/19/2024				No	0
01-445-4870 Equipment				Chainsaw Parts					
	SPI20735893 Total:	818.97							
	Russo Power Equipment In	1,310.84							
Sebert Landscaping 032840 278008	7/31/2024	1,207.00	0.00	08/19/2024				No	0
17-004-4533 Maintenance				Mowing SSA 4					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	278008 Total:	1,207.00							
278008-02	7/31/2024	1,115.00	0.00	08/19/2024				No	0
17-008-4533	Maintenance			Mowing SSA 8					
	278008-02 Total:	1,115.00							
278008-03	7/31/2024	381.00	0.00	08/19/2024				No	0
17-009-4533	Maintenance			Mowing SSA 9					
	278008-03 Total:	381.00							
278008-04	7/31/2024	63.00	0.00	08/19/2024				No	0
17-011-4533	Maintenance			Mowing SSA 11					
	278008-04 Total:	63.00							
278008-05	7/31/2024	4,142.00	0.00	08/19/2024				No	0
01-445-4531	Grass Cutting			Public Mowing					
	278008-05 Total:	4,142.00							
	Sebert Landscaping Total:	6,908.00							
Signarama									
029780									
INV-20670	8/1/2024	1,253.56	0.00	08/19/2024				No	0
15-430-4751	North Aurora Days Expenses			NA Days Banners					
	INV-20670 Total:	1,253.56							
	Signarama Total:	1,253.56							
Springbrook Software LLC									
467920									
INV-017990	7/31/2024	144.00	0.00	08/19/2024				No	0
60-445-4510	Equipment/IT Maint			IVR Payments- July 2024					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	INV-017990 Total:	144.00							
	Springbrook Software LLC	144.00							
Suburban Laboratories, Inc.									
045300									
227195	7/31/2024	4,720.00	0.00	08/19/2024				No	0
	60-445-4562 Testing (water)				Corrosion Control Study Sampling				
	227195 Total:	4,720.00							
	Suburban Laboratories, Inc	4,720.00							
Sunbelt Rentals, Inc.									
043800									
156260463-0002	7/17/2024	1,606.50	0.00	08/19/2024				No	0
	01-490-4799 Misc. Expenditures				Pedestrian Barrier- July Fireworks				
	156260463-0002 Total:	1,606.50							
	Sunbelt Rentals, Inc. Total:	1,606.50							
Third Millennium Assoc. , Inc.									
033470									
31771	7/31/2024	579.17	0.00	08/19/2024				No	0
	60-445-4507 Printing				Late/ Final Bills- July 2024				
	31771 Total:	579.17							
	Third Millennium Assoc. ,	579.17							
Uline, Inc									
468220									
180687561	7/17/2024	209.33	0.00	08/19/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-445-4421 Custodial Supplies				Custodial Supplies- PD					
	180687561 Total:	209.33							
180703553	7/18/2024	167.23	0.00	08/19/2024				No	0
01-445-4870 Equipment				Extention Cord					
	180703553 Total:	167.23							
180939807	7/24/2024	1,048.90	0.00	08/19/2024				No	0
01-445-4421 Custodial Supplies				Custodial Supplies- PD					
	180939807 Total:	1,048.90							
181185034	7/30/2024	196.56	0.00	08/19/2024				No	0
01-445-4421 Custodial Supplies				Custodial Supplies- VH					
	181185034 Total:	196.56							
	Uline, Inc Total:	1,622.02							
Underground Pipe & Valve, Co. 468459									
065962	7/15/2024	18,000.00	0.00	08/19/2024				No	0
60-445-4563 Fire Hydrant Repair/maint				iHydrants					
	065962 Total:	18,000.00							
	Underground Pipe & Valve	18,000.00							
USABlueBook 035680									
INV00421637	7/15/2024	934.75	0.00	08/19/2024				No	0
60-445-4563 Fire Hydrant Repair/maint				Hydrant Adaptors					
	INV00421637 Total:	934.75							
	USABlueBook Total:	934.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Water Products Company									
001170									
0322211	5/2/2024	18,000.00	0.00	08/19/2024				No	0
				iHydrants					
	0322211 Total:	18,000.00							
0323163	6/21/2024	-18,000.00	0.00	08/19/2024				No	0
				iHydrants Return					
	0323163 Total:	-18,000.00							
	Water Products Company T	0.00							
Water Resources									
010380									
37433	7/30/2024	1,894.00	0.00	08/19/2024				No	0
				Meters & Gaskets					
	37433 Total:	1,894.00							
37434	7/30/2024	2,240.00	0.00	08/19/2024				No	0
				Meters & Flanges					
	37434 Total:	2,240.00							
37437	7/30/2024	15,725.00	0.00	08/19/2024				No	0
				Meters & MIUs					
	37437 Total:	15,725.00							
	Water Resources Total:	19,859.00							
Weblinx Incorporated									
031420									
34164	8/3/2024	200.00	0.00	08/19/2024				No	0
				Website Maintenance- August 2024					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	34164 Total:	200.00							
	Weblinx Incorporated Total	200.00							
Weldstar Company 014090 0002309402 60-445-4870 Equipment	7/23/2024	98.74	0.00	08/19/2024	Nitrogen Cylinder			No	0
	0002309402 Total:	98.74							
	Weldstar Company Total:	98.74							
	Report Total:	319,480.53							

19-Aug-24

Village Board Meeting

## Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Mark Gaffino	Metro West July Meeting	Expense	7/18/2024	\$ 50.00

TOTAL 

\$ 50.00
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Metro West Council of Government  
 40W270 Lafox Rd Ste A  
 Campton Hills, IL 60175 US  
 SRussell@metrowestcog.org

# Invoice



**BILL TO**  
 Village of North Aurora  
 Attn: Accounts Payable  
 25 East State Street  
 Illinois  
 North Aurora, IL 60542

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5534	08/05/2024	\$100.00	09/04/2024	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/25/2024	<b>Board Meetings</b>	July Networking Dinner Mark Gaffino Steve Bosco	2	50.00	100.00

Thank you from Metro West!!!

**BALANCE DUE**

**\$100.00**

**VONA APPROVED**  
 DATE 8-6-24 AMOUNT 50  
 DESCRIPTION metro west meeting  
 ACCOUNT # 01.410.4390  
 SIGNATURE [Signature]

**VONA APPROVED**  
 DATE 8-6-24 AMOUNT 50  
 DESCRIPTION metro west meeting  
 ACCOUNT # 01.430.4390  
 SIGNATURE [Signature]

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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** 721 AIRPORT ROAD SUBSTANTIAL COMPLETION  
**AGENDA:** AUGUST 19, 2024 REGULAR VILLAGE BOARD MEETING

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**ITEM**

A Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for the Industrial Building Located at 721 Airport Road

**DISCUSSION**

The building at 721 Airport Road is owned by BEI Commercial Real Estate and leased by Battery Builders. They recently added a truck dock and some parking lot improvements. These improvements are now substantially complete. As such, the developer is requesting the reduction of the development security from \$16,175.40 to \$2,695.90 as determined by the Village Engineer. This will begin the one year maintenance period.

VILLAGE OF NORTH AURORA

RESOLUTION No. \_\_\_\_\_

**RESOLUTION ACKNOWLEDGING SUBSTANTIAL COMPLETION  
TRIGGERING THE ONE-YEAR MAINTENANCE PERIOD  
AND REDUCTION OF THE SURETY FOR PUBLIC IMPROVEMENTS FOR THE  
INDUSTRIAL BUILDING LOCATED AT 721 AIRPORT ROAD**

**WHEREAS**, BEI Commercial Real Estate (the “Developer”) has substantially completed the public improvements associated with the Battery Builders Building located at 721 Airport Road (the “Public Improvements”); and

**WHEREAS**, the Developer has requested that the Village acknowledge substantial completion of the Public Improvements, authorize a reduction of the associated surety to the one-year maintenance amount, and trigger the beginning of the one-year maintenance period; and

**WHEREAS**, WBK Engineering, LLC, the Village engineers overseeing the Development (the “Village Engineer”), confirms the substantial completion of the public improvements, has created a one-year maintenance punchlist and recommends initiation of the one-year maintenance period.

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Board of Trustees of the Village of North Aurora, as follows:

1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.
2. The Village hereby acknowledges substantial completion of the Public Improvements.
3. The surety for the Public Improvements is hereby authorized to be reduced from \$16,175.40 to \$2,695.90 as determined by the Village Engineer.
4. The one-year maintenance period shall begin from and after the passage and approval of this Resolution, during which time the Developer shall complete any punchlist items identified by the Village Engineer and satisfy all of the one-year maintenance obligations established by the North Aurora Code as a condition of acceptance of the Public Improvements, which acceptance and release of cash surety must be approved by the North Aurora Village Board after the one-year maintenance obligations have been satisfied.
5. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

VILLAGE OF NORTH AURORA

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this  
\_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

Jason Christiansen \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird 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 \_\_\_\_\_, 2024, A.D.

ATTEST:

\_\_\_\_\_  
Mark Gaffino, Village President

\_\_\_\_\_  
Jessi Watkins, Village Clerk



## Memorandum

To: Mark Gaffino, Village President & Board of Trustees  
CC: Steve Bosco, Village Administrator  
From: Brian Richter, Public Works Director  
Adam Hake, Water Superintendent  
Date: August 12, 2024  
Re: Water Towers Mixer Project

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The Village entered a Professional Service Agreement with Dixon Engineering Inc. for the installation of two water tower tank mixers and minor repairs needed at both water towers. The Auto Mall tower needs to have its overflow adjusted, a new style vent installed, spot repairs to the coating on the inside of the tank, and replacement of the expansion gasket. Additionally, the tower needs several spot-welding repairs. The agreement also includes them putting the bid package together, answering all questions during the bidding process, attending the bid opening, project administration, and inspections of the work.

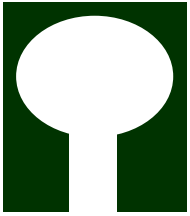
Static water conditions in a water tank cause issues in all seasons. In winter, static water freezes, damaging the tank and its coating. In summer, stratification can impact both the tank and water quality. The tank mixers will allow us to operate our towers at a higher level and help with chlorine residuals throughout the water system. The repairs to the tanks are required by the Illinois Environmental Protection Agency (IEPA).

The bid opening for this project was on Wednesday, June 26, 2024. The Village received a total of three (3) bids for this project and all three bids were rejected at the July 15, 2024, board meeting. The project was put back out to bid the following day and bids were opened on August 6, 2024. A total of two bids were received for this project. The plans and specifications, bid tabulation, and recommendation letter are attached for you to review.

1. M. W. Cole - \$108,000.00
2. Tecorp - \$192,230.00

We have \$100,000.00 budgeted for this project. Dixon Engineering and Village staff is recommending awarding the water tower mixer project to M. W. Cole in the amount of \$108,000.00.





# DIXON

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

August 7, 2024

Mr. Adam Hake  
Village of North Aurora  
25 E State Street  
North Aurora, IL 60542

Re: 500,000 Gallon Spheroid (Butterfield Tank) & 1,000,000 Gallon Spheroid (Orchard Tank)  
Mixer Installations with Wet Interior Spot repaint and Misc Repairs– Recommendation for  
Award

Dear Mr. Hake:

Dixon Engineering has reviewed the bids submitted for the Mixer installations wet interior Spot repaint the Village's 1,000,000-gallon spheroid Orchard tank and 500,000-gallon Butterfield tank-Mixer installation only. There were two bids that were received, the highest at \$192,230 and the lowest at \$108,000. Dixon Engineering recommends the award to MW Cole Construction of The Villages, Florida in the amount of \$108,000. This includes all line items in the Schedule of Values.

MW Cole Construction is a pending-prequalified contractor with Dixon Engineering, Inc. for this scope of work and has successfully completed similar projects in size and scope.

Enclosed for your review and action is a copy of the Notice of Award, should you decide to award this project to MW Cole Construction. After Village approval, please sign and forward 3 copies to the contractor for signature. Instruct the contractor to return one copy to you, forward a copy to our office, and retain a copy for his files. Also, please notify the contractor that he is to forward to our office the required bonds and certificate(s) of insurance for inclusion in the contract documents. We ask that you do this as the contract is between North Aurora IL and the contractor. The contractor has our mailing address.

We appreciate this opportunity to be of service to you on this project. If you have any questions regarding our recommendation, please contact me at (630) 376-8322.

FOR DIXON ENGINEERING, INC

Todd Schaefer  
Project Manager

Section 00 51 00 - NOTICE OF AWARD

Date of Issuance: **August 7, 2024**  
Owner: **Village of North Aurora, Illinois** Owner's Project No.:  
Engineer: **Dixon Engineering, Inc.** Engineer's Project No.: **13-48-02-01, 02-24**  
Project: **1,000,000 Gallon Spheroid (Orchard Tank) & 500,000 Gallon Spheroid (Butterfield Tank)**  
Contract Name: **Wet Interior Spot Repaint, Mixer Installation, and Miscellaneous Repairs & Mixer Installation**  
Bidder: **MW Cole Construction LLC**  
Bidder's Address: **2989 Bonifay Path, The villages, FL 32163**

You are notified that Owner has accepted your Bid dated **August 6, 2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Expansion Joint Replacement – Orchard Tank (\$23,000)**  
**Expansion Joint Flanges – Orchard Tank (\$1,000)**  
**Overflow Pipe Discharge Modification – Orchard Tank (\$4,000)**  
**Roof Vent – Orchard Tank (\$9,000)**  
**Wet Interior Spot Repaint – Orchard Tank (\$25,000)**  
**Mixer Installation – Orchard Tank (\$23,000)**  
**Mixer Installation – Butterfield Tank (\$23,000)**

The Contract Price of the awarded Contract is **\$108,000**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver the Contract security (such as required performance, payment, and maintenance bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
2. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Village of North Aurora, Illinois**

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: **MW Cole Construction LLC**

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy: Engineer

**North Aurora, Illinois - 1,000,000 Gallon Spheroid Tank (Orchard Tank) and 500,000 Gallon Spheroid (Butterfield Tank)  
2024 Water Tower Painting Project -August 6, 2024 - 2:00 p.m.**

	<b>LC United</b>	<b>Seven Brothers</b>	<b>Tecorp</b>	<b>MW Cole</b>	<b>Leary Construction</b>	<b>Era Valdivia</b>
	<b>Sterling Heights,</b>	<b>Shelby Twp.,</b>	<b>Joliet,</b>	<b>The Villages,</b>	<b>Greenfield,</b>	<b>Chicago,</b>
	<b>MI</b>	<b>MI</b>	<b>IL</b>	<b>FL</b>	<b>IN</b>	<b>IL</b>
<b>Section 05 00 00</b>						
Expansion joint Replacement - Orchard (1)			16,450	23,000		
Expansion Joint Flanges - Orchard (2)			4,800	1,000		
Overflow Pipe Discharge Mod. - Orchard (3)			11,480	4,000		
Roof Vent - Orchard (4)			12,500	9,000		
<b>Section 09 00 00</b>						
Wet Interior Spot Repaint - Orchard (5)			82,000	25,000		
<b>Section 13 32 12</b>						
Mixer Installation - Orchard (6)			32,500	23,000		
Mixer Installation - Butterfield (7)			32,500	23,000		
<b>Project Total</b>			192,230	108,000		
Unit Price - Wet Interior Spot Repaint (Over)			400	50		
Bid Bond			10%	10%		



## Memorandum

To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: Brian Richter, Public Works Director  
Date: August 14, 2024  
Re: Waive the Bid for the 2024 Parkway Tree Replacement Program

---

The scope of this project includes the replacement of 100 parkway trees throughout the Village with the option of adding an additional 25 trees should the need arise. In the past five years of this project the Village has received bids from seven different companies. Bids received during the past five years ranged from just one bid to receiving four bids. Three different companies have been low bidders for this project. Two of the three companies failed to comply with the contract when it came to replacing trees that died during the warranty period. On average we tend to have a success rate of 92% or higher for survival rates when the trees are transplanted. Two years ago, the contractor survival rate was only 75% and they failed to replace the trees that died under the warranty. Last year, The Fields on Caton Farm, had a survival rate of 94% and provided the Village with excellent service and quality parkway trees. They have already been in contact with us and are scheduling the dead trees to be replaced this fall.

The owner of The Fields on Caton Farms reached out to the Village and offered to hold their prices from last years contract. Prices have generally increased over the past five years anywhere from 5% to 10% so Village staff feels that this would save the Village some money when it comes to this project.

The Fields on Caton Farm has provided the Village with excellent service and trees during the 2023 parkway tree replacement program. This project was bid out in 2023, and the terms of the contract and the prices will be held the same for this year's program. It is the recommendation of staff that the Village Board waives the bidding process and awards the contract to The Fields on Caton Farm in the amount of \$34,250.00. There is \$42,000 budgeted for the parkway tree replacement program.

**CONTRACT FOR PARKWAY TREE REPLACEMENT PROJECT**

**THIS AGREEMENT**, made and concluded this 19th day of August, 2024, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and The Fields on Caton Farm, an Illinois Corporation (hereinafter referred to as “Contractor”) for Parkway Tree Replacement Services.

**WHEREAS**, the Village advertised for bids for Tree Replacement Project services (hereinafter “(Services)”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as “Bid Specifications”; and

**WHEREAS**, Contractor submitted a bid for the Services in the amount of **Thirty Four Thousand Two Hundred Fifty Dollars (\$34,250)** dollars in response to the request for bids advertised by the Village, a copy of which Bid is also included in the Bid Specifications

**WHEREAS**, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on August 19, 2024.

**NOW THEREFORE**, in consideration of Thirty Four Thousand Two Hundred Fifty Dollars (\$34,250) to be paid by the Village to the Contractor for work completed as described by the bid specifications for tree replacement, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and the Bid and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.
3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. The Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

5. If required pursuant to Village ordinance or the Bid Specifications, the Contractor shall supply a payment and performance bond and surety in form acceptable to the Village before performing the Services.

6. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against claims or liabilities arising from a failure to comply.

7. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

8. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

9. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

10. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

11. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

**IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

**Village of North Aurora**

**The Fields on Caton Farm**

By: Mark Gaffino,

By:

Village President

Title

Title



## Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brian Richter, Public Works Director  
Adam Hake, Water Superintendent

Date: August 12, 2024

Re: Water Treatment Facilities Grounding & Electrical Repairs

---

The Water Division has been conducting an electrical investigation into a grounding concern at both water treatment facilities. Staff had been working to correct historical problems with flow meters, and after working with the meter manufacturer and SCADA integrators, it was apparent that there was an unknown grounding issue that was affecting these components. Staff determined that a more in depth investigation was needed to determine the problem. The Village entered into a professional service agreement with Engineering Enterprises Inc. (EEI) to assist with the investigation and determine the best way to remedy the problems. EEI utilized Archer Consulting Engineers (Archer) to assist and provide electrical engineering expertise and Frank Marshall Electric (FME) to provide electrical construction experience.

Village of North Aurora Water Division Staff worked with EEI, Archer and Frank Marshall Electric (FME) to conduct visual inspection of facilities as well as conducting electrical testing of circuits to troubleshoot the facilities.

From the investigation, EEI and Archer have produced updated electrical drawings, a deferred maintenance plan with recommendations for correcting deficiencies discovered, as well as a recommendation memo for the most critical deficiencies needing correction. A number of serious electrical deficiencies will require corrective measures to bring the Village back into compliance with OSHA's general regulations and NFPA 70 (National Electrical Code) article 250. These include correcting missing grounding components and correcting circuits.



Deficiencies were also identified in the electrical service to the Southern Kane County Training Association's Facility (SKCTA). The service was found to be connected to the utility transformer supplying the Village's East Water Treatment Plant. EEI and Archer identify this as an unusual connection, and one that needs to be corrected to ensure impacts to the East WTP are avoided and the WTP maintains reliable operation.

The Village's consulting engineers recommend implementing corrections to the grounding system and correct the service connection to the SKCTA Facility, to mitigate risk to the damage of equipment, injury to personnel, and in order to maintain the reliable operation of the water facilities to produce water for the community:

"It is crucial to ensure that the WTPs remain operational at all times. Any interruption to the treatment process could have significant consequences for the Village and its residents. Such disruption could lead to disruption of water service, violations by the Illinois Environmental Protection Agency and potential legal action from Village residents."

EEI has prepared a Professional Services Agreement for the amount of \$43,318.00 for design and construction engineering for repairs needed to correct the grounding and electrical deficiencies identified. Approximately \$10,000 of this fee is for the construction engineering portion of the contract.

EEI and Archer have an Engineer's Estimate for the repairs to be \$65,000 for each WTP and \$63,200 for the SKCTA Facility service, for an estimated total repair cost of \$193,200. During the design phase of this contract, further inspections, investigations, and engineering will help to refine the cost estimates for each of these repairs. Village staff along with SKCTA staff will continue to evaluate the findings and repairs necessary and the responsibility for the actual construction costs. It is recommended for the Village to include this design engineering for the SKCTA service to keep this work moving forward due to the critical nature of it.

The total estimated project cost is \$236,518.00. The PSA and Repairs of these items are not in the budget. Staff recommends approving the PSA with EEI and investigating and designing the repairs to ensure the reliable operation of the Village of North Aurora's Water Treatment Plants and related wells.



To: Village of North Aurora

From: Keith E. Powell, PE (EEI)  
Michael Schiro (Archer)

Date: July 29, 2024

**Re: East & West WTP Electrical Corrections Recommendations**

EEI Job #: NO2404

---

**Overview:** This memorandum outlines solutions to the serious electrical deficiencies related to the existing grounding systems and effluent flowmeters at the East and West Water Treatment Plants (WTP) and Well #4, located at the West WTP.

**Details:** The Village of North Aurora (Village) operates two water treatment plants: the East WTP located on the east end of the Village and the West WTP on the west end. The facilities at the West WTP consist of a control building, pressure filters, chemical feed systems (HMO and Chlorine), an onsite water well (Well #4), a decommissioned elevated water storage tank that serves as a storage space, an effluent flowmeter, a backwash waste storage tank, a generator with an automatic transfer switch, grounding system, and electrical switchgear. The East WTP has facilities similar to those of the West WTP, except for the fully operational elevated water storage tank at the East WTP. The Village plans to construct a new elevated water storage tank west of the West WTP site.

In order to understand why the WTP flow meters are not operating correctly, visual electrical inspections of the existing electrical and grounding systems were conducted through a collaborative effort involving the Village, Frank Marshall Electric (FME), Archer Consulting Engineers (Archer), and Engineering Enterprises, Inc. (EEI). This effort utilized the Village's knowledge of the facilities during site inspections, FME's electrical construction experience, and the professional engineering judgment of Archer and EEI. During the week of July 8, FME



worked with the Village to physically locate the existing grounding systems at the East and West Water Treatment Plants. However, the crews were unable to find existing ground rod components at both plants. The absence of the ground rod components could explain the inaccurate readings from the effluent flow meters as well as the unreliable operation of the electrical systems. It was discovered that these systems were incorrectly installed during the construction, and there was voltage on the surface of the electrical enclosures.

Grounding involves establishing a safe low-resistance path from equipment or electrical supply lines to the ground to carry electrical current from the point of a ground fault on a wiring system back to the electrical supply source. The resistance must be sufficiently low for the ground current produced by the fault to rise rapidly, therefore tripping the protective device quickly, clearing the fault, and safeguarding individuals and equipment. An electrical current path can manifest through various routes, including metal raceways, electrical equipment, water piping, steel-framing members, metal ducting, reinforcing steel, or communications cables. Electric force will inherently seek the path of least resistance to the ground, even if that path crosses people, building steel, or equipment. A malfunctioning or nonexistent grounding system can result in injury or death of Village personnel, damage to equipment at the WTPs, and legal and financial liabilities for the Village. Correcting the grounding is the first step in establishing the safe operation of the WTP so that further investigations can determine the cause of the inaccurate flow meter readings.

Based on these findings, Archer and EEI recommend that the Village correct the existing grounding system at the East and West WTPs, including respective wells. These corrective measures will bring the Village back to compliance with OSHA's general regulations and the NFPA 70 Article 250, which addresses the grounding and bonding of electrical systems.

While investigating the existing grounding system at the East WTP; EEI, Archer, FME, and the Village discovered that the East WTP's ComEd transformer has a separate branch electrical service that provides power to the Southern Kane County Training Association Facility (SKCTAF) located westward on the same site as the East WTP. Since all WTP are considered Critical Operation Power Systems as defined by NFPA 70 for municipalities, for reliable



operation of the WTP, it is uncommon for ComEd to share a transformer with a non-critical power load such as SKCATF. Because of the critical nature of a WTP, ComEd usually installs a separate transformer solely dedicated to providing power to the WTP. Connecting another electrical service to the WTP's ComEd transformer will cause a potential power outage if the SKCTAF electrical services experience a power surge or malfunctioning circuit.

**Recommendation:** Archer and EEI recommend implementing grounding corrections to the current electrical systems at the East and West WTPs to ensure the safety of Village staff from electrocution and avoid unexpected power outages or equipment failures. Additionally, it is necessary to correct the electrical service lateral to the SKCTAF, which is connected to the East WTP. It is crucial to ensure that the WTPs remain operational at all times. Any interruption to the treatment process could have significant consequences for the Village and its residents. Such disruption could lead to disruption of water service, violations by the Illinois Environmental Protection Agency and potential legal action from Village residents.



August 7, 2024

Mr. Brandon Tonarelli, PE, CFM  
Village Engineer  
Village of North Aurora  
25 East State Street  
North Aurora, IL 60542

**RE: *Professional Services Agreement  
East and West WTPs Electrical Improvements (Design and Construction  
Engineering)***

Dear Mr. Tonarelli:

In accordance with your request, enclosed please find our proposal for engineering services for the above-referenced project. Our proposed work items and costs are summarized in the attached Scope of Services and Estimate of Level of Effort and Associated Cost. Also enclosed is the proposed project schedule. We propose to provide our professional engineering services to complete the scope of work for a fixed fee amount of \$43,318.00.

We look forward to working with you and members of your staff on this project. If you have any questions or require additional information, please do not hesitate to contact us.

Respectfully Submitted

ENGINEERING ENTERPRISES, INC.

A blue ink signature of Stephen T. Dennison is written over the company name.

Stephen T. Dennison, PE  
Vice President

pc: MLP, KEP – EEI (via e-mail)

**East and West WTP's Electrical Improvements  
Village of North Aurora  
Professional Services Agreement – Design and  
Construction Engineering**

THIS AGREEMENT, by and between the Village of North Aurora, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

The ENGINEER shall furnish the necessary personnel, materials, equipment, and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services to be provided include professional design and construction engineering services for the East and West Water Treatment Plants (WTPs) Electrical Improvements.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the Village prior to termination.

**C. Compensation and maximum amounts due to ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design and Construction Engineering will be paid for in a fixed fee amount of \$43,318.00. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

**E. Ownership of Records and Documents:**

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. ENGINEER agrees to keep such information confidential and not to disclose or disseminate



the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

#### **F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

#### **G. Independent Contractor:**

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the Village for any purpose.

#### **H. Certifications:**

**Employment Status:** The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

**Anti-Bribery :** The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**Loan Default:** If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting :** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees



certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity :** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:  United States Citizen  Resident Alien  Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

**Tax Payer Certification :** Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one):  Individual  Real Estate Agent  Sole Proprietorship  Government Entity  Partnership  Tax Exempt Organization (IRC 501(a) only)  Corporation  Not for Profit Corporation  Trust or Estate  Medical and Health Care Services Provider Corp.





**I. Indemnification:**

ENGINEER shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

**J. Insurance:**

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

**K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

<b>Attachment A:</b>	Standard Terms and Conditions
<b>Attachment B:</b>	Scope of Services
<b>Attachment C:</b>	Estimated Level of Effort and Associated Cost
<b>Attachment D:</b>	Anticipated Project Schedule
<b>Attachment E:</b>	2024 Standard Schedule of Charges

**L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:



For the Village:

Village Administrator  
Village of North Aurora  
25 East State Street  
North Aurora, IL 60542

For the ENGINEER:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

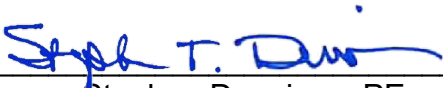
Either of the parties may designate in writing from time-to-time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

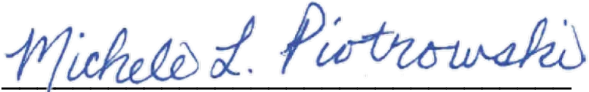
Village of North Aurora:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
Mark Gaffino  
Village President

  
\_\_\_\_\_  
Stephen Dennison, PE  
Vice President

\_\_\_\_\_  
Jessi Watkins  
Village Clerk

  
\_\_\_\_\_  
Michele Piotrowski, PE, LEED AP  
Vice President



# STANDARD TERMS AND CONDITIONS

## Attachment A

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.



**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** 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 the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Fiduciary Duty:** Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**ATTACHMENT B: SCOPE OF SERVICES  
EXHIBIT 1**

**SECTION A - PROFESSIONAL ENGINEERING SERVICES**

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design and construction engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section C hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties,

but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section C hereof.
7. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Attachment D: Anticipated Project Schedule.
8. Upon award of the construction contract, the ENGINEER will furnish to the OWNER two sets of the drawings and specifications. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
9. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the specifications the action taken. Such action shall be taken with reasonable promptness.
10. The ENGINEER will interpret the intent of the specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance of any Contractor.

11. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
12. The ENGINEER will establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents.
13. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
  - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
  - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
14. The ENGINEER will provide part-time resident construction observation. For this type of extended duration project, part-time refers to being on-site only during critical phases of the work when construction activities require it. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will cooperate and work closely with representatives of the OWNER.

16. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
- (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
  - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.
17. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
18. The ENGINEER will make a final review prior to the issuance of the statement of substantial



completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.

19. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings (including digital copy in PDF format), and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer, from the resident construction observer's construction data, and from the ENGINEER'S confirmatory As-Built Survey of critical elevations and structures.
20. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
21. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Attachment E: Standard Schedule of Charges.
22. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
23. The ENGINEER will provide construction engineering services for the construction duration summarized in Attachment D: Anticipated Project Schedule. If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. The contract shall be designated on-going consistent with the project schedule.

## SECTION B – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional engineering services in the amount of Forty-Three Thousand Three Hundred Eighteen Dollars – Fixed Fee (FF) (\$43,318.00 FF) as summarized on Attachment C: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services”.
  - (a) The compensation for the professional engineering services shall be payable as follows:
    - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section B-1 shall be paid in monthly increments for work actually completed and invoiced, for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents, and for construction engineering services.
    - (2) A sum which, together with the compensation paid pursuant to Section B-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section B-1 above, shall be due after receipt of the invoice in accordance with the Illinois Prompt Payment Act.
2. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted in the attachments at the actual cost or hourly cost for the work completed.
  - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The compensation for any additional engineering services authorized by the OWNER pursuant to Section C shall be payable as follows:
  - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

## SECTION C – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER that are not already included in the scope.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of design documents for rebidding or for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis. Further information on the details of the operation and maintenance document will be provided in a separate Construction Engineering Agreement.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Attachment B, Exhibit 2 includes further details of included and excluded work scope items.
18. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section D – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER in accordance with the Illinois Prompt Payment Act. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

## SECTION D - SPECIAL PROVISIONS

### 1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
  
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
  
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
  
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
  
- 5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

## **ATTACHMENT B: SCOPE OF SERVICES**

### **EXHIBIT 2 – SUPPLEMENTAL DESCRIPTION OF SCOPE OF SERVICES FOR DESIGN AND CONSTRUCTION ENGINEERING**

The Village of North Aurora (Village) intends to complete electrical improvements at its East and West Water Treatment Plants (WTP) and the on-site water well (Well #4) located at the West WTP. These electrical improvements will address electrical deficiencies with the existing grounding systems at each WTP and with a branch of electrical services feeding the South Kane County Training Facility adjacent to the East WTP. This work will be completed in accordance with a Project Manual and Drawings prepared by the Engineer, which will be used as the basis for bidding and contracting for the project.

The following list of work items establishes the scope of engineering services for this project:

#### **DESIGN ENGINEERING:**

- 2.1 Project Administration – Includes Management of EEI Staff, Subconsultants and the Engineering Contract, Budget Tracking, and Updates at Internal Meetings
- 2.2 Project Meetings and Site Visits – Includes One (1) Kickoff Meeting with Village (In-Person or Virtual), Two (2) Site Visits to Visually Inspect the Grounding Systems at each WTP, One (1) Design Progress Meeting Prior to Bidding the Project (In-Person or Virtual), and One (1) Coordination Meeting with the Village and Southern Kane County Training Facility
- 2.3 Design and Preparation of 50% Design Submittal – Includes Design of Electrical Improvements for the Ground Systems at each WTP, Preparation of a 50% Project Manual and Drawings for Review by the Village, and Preparation of a 50% Engineer’s Opinion of Probable Construction Cost; Also Includes Coordination with the Electrical Engineer and Electrician
- 2.4 Preparation of 100% Design Submittal - Includes Preparation of a 100% Project Manual and Drawings for Bidding the Project, and Preparation of a 100% Engineer’s Opinion of Probable Construction Cost; Also Includes Addressing Village Comments on the 50% Design Submittal, and Additional Coordination with the Electrical Engineer; The 100% Project Manual Shall Include Bidding and Contract Documents, General Conditions, Special Conditions, Technical Specifications, and Drawings
- 2.5 Bidding and Contracting – Includes Assistance with Advertising for Bids, Responding to Contractor’s Questions During the Bidding Phase, Attending One (1) Bid Opening, Tabulating the

Bids, Preparing an Award Recommendation Letter, and Assisting with Execution of the Contract Documents

### **CONSTRUCTION ENGINEERING:**

- 3.1 Project Administration – Includes Management of EEI Staff, Subconsultants and the Engineering Contract, Budget Tracking, and Updates at Internal Meetings
- 3.2 Construction Administration – Includes Construction Coordination with the Contractors and Village, Reviewing and Responding to Contractor’s Requests for Information (RFIs), Review and Processing of Contractor’s Pay Applications (Maximum of 3) and Change Orders (Maximum of 1)
- 3.3 Pre-Con & Construction Meetings – Includes Attending a Pre-Construction Meeting and a Maximum of Two (2) Construction Progress Meetings with the Contractor and Village (Total of 3 Meetings)
- 3.4 Construction Observation – Includes Onsite Observation During Construction to Ensure the Contractor’s Work is in Conformance with the Project Manual (Estimating Approximately 2 Hours Per Week for 2 Months for Construction Observation; Onsite Construction Activity Expected to be Limited to 2 Months); Includes Creation of Punch Lists
- 3.5 As-Built Drawings – Includes Preparation and Distribution of As-Built Drawings (Maximum of 1 Full Size and 1 Half Size Sets of Drawings)

### **SUBCONSULTANT SERVICES:**

#### Archer Consulting Engineers

- One (1) Kickoff Meeting and One (1) Progress Meeting with Village and EEI (In-Person or Virtual)
- Three (3) Site Visits with Frank Marshall Electric
- Visual Inspection of the Grounding Systems at the East and West WTPs
- Visual Inspection of the Well #4 Grounding System
- Visual Inspection of the Electrical Service for the Southern Kane County Training Facility
- Preparation of Electrical Drawings and Specifications
- Review of Shop Drawings and O&Ms Manuals during Construction Phase
- One (1) Site Visit for Punchlist during Construction Phase

#### Frank Marshall Electric

- Three (3) Site Visits with Archer Consulting Engineers



- Opening Electrical Gear and Panels at the East and West WTPs to Visually Inspect the Ground System Devices and Components
- Opening Electrical Gear and Panels to Visually Inspect the Grounding System Devices and Components Associated with Well #4
- Opening Electrical Gear and Panels to Visually Inspect the Electrical Service Associated with the Southern Kane County Training Facility

The stated scope of services herein includes the following additional assumptions and exclusions:

- Excludes Additional Meetings (Beyond the Four (4) Meetings Listed Above)
- Excludes IEPA Construction Permit Application or Any Other Regulatory Coordination or Permitting
- Excludes Site Improvements Other Than Those Specifically Listed Above
- Excludes Wetlands/Floodplain Permitting/Coordination
- Excludes Topographic Surveying and Construction Staking
- Excludes Structural Engineering Services
- Excludes Geotechnical Engineering/CCDD Services
- Local Funding will be Used for the Improvements (No Alternative Funding Research/Applications)
- Excludes Facilitation of IEPA Operating Permit(s) Applications
- Excludes Construction Phase Geotechnical Engineering and Materials Testing
- Excludes Shop Drawing Reviews Beyond One Resubmittal for Each Shop Drawing – There Are Provisions in the Project Manual for the Contractor to Reimburse the Engineer for Expenses Related to Each Additional Resubmittal
- Excludes Detailed Review of Contractor’s Certified Payroll
- Excludes Attendance/Presentations at Village Board Meetings

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the agreement and will be billed in accordance with EEI’s current Standard Schedule of Charges. No such additional services shall be performed unless authorized pursuant to a written amendment to this Agreement entered into and executed by the parties.

**ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES**

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
Village of North Aurora		NO2409	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
East and West Water Treatment Plants Electrical Improvements		7/31/24	KEP

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	CAD TECH	ADMIN	HOURS	COST
		RATE	\$246	\$210	\$165	\$164	\$70		
<b>DESIGN ENGINEERING</b>									
2.1	Project Administration			2				2	\$ 420
2.2	Project Meetings and Site Visits			12				12	\$ 2,520
2.3	Design and Preparation of 50% Design Submittal			8		4		12	\$ 2,336
2.4	Preparation of 100% Design Submittal			8		4		12	\$ 2,336
2.5	Bidding and Contracting			8		4		12	\$ 2,336
<b>Design Engineering Subtotal:</b>		-		<b>38</b>	-	<b>12</b>	-	<b>50</b>	<b>\$ 9,948</b>
<b>CONSTRUCTION ENGINEERING</b>									
3.1	Project Administration			2				2	\$ 420
3.2	Construction Administration			8				8	\$ 1,680
3.3	Pre-Con & Construction Meetings			8	8			16	\$ 3,000
3.4	Construction Observation			8	16			24	\$ 4,320
3.5	As-Built Drawings			1		1		2	\$ 374
<b>Construction Engineering Subtotal:</b>		-		<b>27</b>	<b>24</b>	<b>1</b>	-	<b>52</b>	<b>\$ 9,794</b>
<b>PROJECT TOTAL:</b>		-		<b>65</b>	<b>24</b>	<b>13</b>	-	<b>102</b>	<b>\$ 19,742</b>

**NOTES:**

1. See Attachment A for Detailed Scope of Services and Exclusions
2. Fees Based on 2024 Standard Schedule of Charges

**DIRECT EXPENSES**

Printing/Scanning/Vehicle Charges =	
Archer Consulting Engineers Services =	\$ 20,000
Frank Marshall Electric Services =	\$ 3,576
<b>DIRECT EXPENSES =</b>	<b>\$ 23,576</b>

**LABOR SUMMARY**

EI Labor Expenses =	\$ 19,742
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 19,742</b>

<b>TOTAL COSTS</b>	<b>\$ 43,318</b>
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# PROJECT SCHEDULE

<b>CLIENT</b>							<b>PROJECT NUMBER</b>						
Village of North Aurora							NO2409						
<b>PROJECT TITLE</b>							<b>DATE</b>			<b>PREPARED BY</b>			
East and West Water Treatment Plants Electrical Improvements							7/22/24			KEP			

TASK NO.	TASK DESCRIPTION													
		2024						2025						
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	
<b>DESIGN ENGINEERING</b>														
2.1	Project Administration													
2.2	Project Meetings and Site Visits													
2.3	Design and Preparation of 50% Design Submittal													
2.4	Preparation of 100% Design Submittal													
2.5	Bidding and Contracting													
<b>CONSTRUCTION ENGINEERING</b>														
3.1	Project Administration													
3.2	Construction Administration													
3.3	Pre-Con & Construction Meetings													
3.4	Construction Observation													
3.5	As-Built Drawings													





# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

## VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)		Cost
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00



## Memorandum

To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: Brian Richter, Public Works Director  
Date: August 14, 2024  
Re: Approval of the Bids for the New Public Works Facility

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On August 1, 2024, bids were received for the construction of the new Public Works Facility. Frederick Quinn Corporation (FQC) was responsible for opening the bids. A total of 31 bid packages were put out for bidding and FQC received 136 individual bids back. One of the bid packages did not receive a bid back however it can be put back out to bid or can be added to another contractor's scope of work. FQC then looked through all the bids to make sure the contractors met all the qualifications to work on this project. A Scope review meeting was held with each contractor to ensure that their bids were correct and that they could honor their bid. Please see the attached award recommendation letter and bid tabulations from FCQ for all 30 bid packages that were received.

Village staff and Frederick Quinn Corporation is recommending the approval of all 30 bid packages in the total amount of \$16,432,074.00 which is below the budgeted amount of \$17,075,085.00. These award numbers will be used in preparing the guaranteed maximum price budget for the contract. A guaranteed maximum price contract is a cost-type contract such that the contractor is compensated for actual costs incurred plus a fixed fee, limited to a maximum price.

VILLAGE OF NORTH AURORA

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING 30 BID PACKAGES FOR A NEW PUBLIC WORKS FACILITY IN A TOTAL AMOUNT OF \$16,432,074.00**

WHEREAS, on August 1<sup>st</sup>, 2024, bids were received for the construction of a new Public Works Facility; and

WHEREAS, a total of 31 bid packages were put out for bidding; and

WHEREAS, the estimated budget amount for these bid packages totaled \$17,075,085.00; and

WHEREAS, the Village’s construction management company, Frederick Quinn Corporation (FQC) received a total of 136 individual bids pertaining to the 31 bid packages; and

WHEREAS, FQC is recommending the approval of 30 bid packages in the total amount of \$16,432,074.00; and

WHEREAS, the Village desires to memorialize this action in a formal Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

1. The recitals set forth above are incorporated herein and made material part of this resolution as the findings of the President and the Board of Trustees.
2. That the Village Board approves the Public Works Facility bids (attached hereto and referenced herein as Exhibit A).
3. This Resolution shall take immediate full force and effect from and after its approval.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2024 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2024 A.D.

Jason Christiansen	_____	Laura Curtis	_____
Mark Guethle	_____	Michael Lowery	_____
Todd Niedzwiedz	_____	Carolyn Bird 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 \_\_\_\_\_, 2024 A.D.

\_\_\_\_\_  
Mark Gaffino, Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**VILLAGE OF NORTH AURORA**

**EXHIBIT A**

**FQC CONSTRUCTION MANAGEMENT BID AWARD RECOMMENDATION LETTER AND BID TABULATION**

August 14, 2024

Mr. Brian Richter  
Public Works Director  
Village of North Aurora  
25 East State Street  
North Aurora, IL 60542

RE: Village of North Aurora  
New Public Works Facility  
Award Recommendations – BP#1  
FQC #564

Dear Mr. Richter:

On August 1, 2024, bids were received for thirty-one (31) trade packages with a total of 136 individual bids received. The public bid opening for BP# 1 followed legal advertisement for bids on July 11, 2024, issuance of electronic invitations to bid from Frederick Quinn Corporation to over 500 trade contractors and a pre-bid meeting was also held on July 18, 2024.

The purpose of this letter is to provide a summary of the bids received and to recommend the award of trade contracts to the low responsive, responsible contractors for their respective bid packages. There are a total of 30 bid packages being recommended for the award.

After the receipt of bids, scope review meetings were held with the apparent low bidders by FQC. Following the review with the bidders FQC is recommending award of the trade contracts to the low responsive and responsible bidder in the bid packages noted below. Additionally, bid alternates were reviewed with the Village Staff and where applicable included as part of the recommendation. The accepted bid alternates related to these specific trade packages do not change the low bidders that are being recommended for the award. The summary also details irregularities in the bidding process, if any, that were considered during the bid review and award recommendation process. The summary and award recommendations are as follows:

1. **Bid Package #1-02 Selective Demolition** – Four (4) Bids were received. S&K Excavating & Trucking, Inc. of Newark, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-02 be awarded to S&K Excavating & Trucking, Inc. for a total award amount of Thirty-Five Thousand Dollars (\$35,000.00).**
2. **Bid Package #1-03a Cast-In-Place Concrete** – Seven (7) Bids were received. Premium Concrete, Inc. of St. Charles, IL, submitted the low responsive and responsible bid. There are no irregularities with the bid presented. Acceptance of alternate 1-03a-1, to have site concrete work provided by BP#1-32a, results in savings to the Owner and is therefore recommended. **We recommend that BP #1-03a be awarded to Premium Concrete, Inc. for the base amount with the acceptance of Alternate 1-03a-1 deduct of (\$295,000.00) eliminating the site concrete work for a total award amount of One Million One Hundred Eighty-Eight Thousand Five Hundred Dollars (\$1,188,500.00).**
3. **Bid Package #1-03b Precast Concrete** – Four (4) Bids were received. Dukane Precast, Inc. of Naperville, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-03b be awarded to Dukane Precast, Inc. for a total award amount of Seven Hundred Eighty-Two Thousand Eight Hundred Twenty-Three Dollars (\$782,823.00).**
4. **Bid Package #1-04 Masonry** - Ten (10) Bids were received. The low as read bidder for this bid package was MPZ Masonry & Construction, Inc. of Bensenville, IL. A scope review with MPZ Masonry & Construction found that an error had been made by MPZ Masonry & Construction in their bid. MPZ Masonry & Construction submitted the attached letter requesting the withdrawal of their bid due to this error. The Village of North Aurora (VONA) retains the right to release MPZ Masonry & Construction from



5. their bid, or to oblige them to perform the work, or to seek relief from the bidder's bid bond. FQC has reviewed the scope of the work, and we agree that an error was made in the preparation of their bid. We recommend that MPZ Masonry & Construction be released from their bid without penalty. Subsequently JAC Masonry, Inc. of Lake Villa, IL submitted the low responsive and responsible bidder. There are no irregularities with the bid presented. At the direction of VONA alternate WA-2 to provide Norman size face brick in lieu of utility size brick, is also recommended. **We recommend that BP #1-04 be awarded to JAC Masonry, Inc. for the base bid amount along with the acceptance of Alternate WA-2 for an additional \$23,500.00 for Norman Size Brick for a total award amount of Six Hundred Seventy-Two Thousand Five Hundred Dollars (\$672,500.00).**
6. **Bid Package #1-05 Structural & Miscellaneous Steel – Three (3) Bids were received. Garbe Iron Works, Inc. of Aurora, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. We recommend that BP #1-05 be awarded to Garbe Iron Works, Inc. for a total award amount of One Million Two Hundred Ninety-Seven Thousand One Hundred Dollars (\$1,297,100.00).**
7. **Bid Package #1-06a – General Trades/Rough Carpentry – Four (4) Bids were received. Hargrave Builders of South Elgin, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. We recommend that BP #1-06a be awarded to Hargrave Builders for a total award amount of Eight Hundred Eighty-Five Thousand Four Hundred Fifty Dollars (\$885,450.00).**
8. **Bid Package #1-06b – Casework & Millwork – Three (3) Bids were received. Hargrave Builders of South Elgin, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. We recommend that BP #1-06b be awarded to Hargrave Builders for a total award amount of Two Hundred Seventeen Thousand Nine Hundred Fifty Dollars (\$217,950.00)**
9. **Bid Package #1-07a Roofing & Sheetmetal – Six (6) Bids were received. Weatherguard Roofing of Elgin, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. We recommend that BP #1-07a be awarded to Weatherguard Roofing Inc. for a total award amount of Nine Hundred Twenty-Two Thousand Dollars (\$922,000.00).**
10. **Bid Package #1-08a Doors, Frames & Hardware – Two (2) Bids were received. Laforce, LLC. of Willowbrook, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. We recommend that BP #1-08a be awarded to Laforce, LLC. for a total award amount of Eighty-Nine Thousand Five Hundred Three Dollars (\$89,503.00).**
11. **Bid Package #1-08b Coiling & Sectional Doors - Three (3) Bids were received. House of Doors, Inc. of Brookfield, IL was the lowest as read bidder at time of the bid opening. After reviewing the scope of work with House of Doors we noticed that they provided a voluntary alternate to provide the Black Finish on the sectional doors which is required per the specifications. When adding this alternate amount to their base bid they still remain the lowest bidder on the project. We recommend that failure to provide the required finish as part of the base bid, but providing the cost required at time of bid, did not provide an advantage to the bidder. We consider this a minor irregularity and recommend that the bid be accepted. There are no other irregularities with the bid presented and they are the low (including the voluntary alternate) responsive and responsible bidder. We recommend that BP #1-08b be awarded to House of Doors, Inc. for a total award amount of One Hundred Ninety-Five Thousand Three Hundred Ninety-Seven Dollars (\$195,397.00).**
12. **Bid Package #1-08c Aluminum Curtainwall, Storefront & Glazing – Three (3) Bids were received. Prime Architectural Metal and Glass, Inc. of Schaumburg, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. We recommend that BP #1-08c be awarded to Prime Architectural Metal and Glass, Inc. for a total award amount of Five Hundred Thirty-Nine Thousand Nine Hundred Dollars (\$539,900.00).**

13. **Bid Package #1-09a Tiling** – Six (6) Bids were received. Douglas Floor Covering, Inc. of North Aurora, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-09a be awarded to Douglas Floor Covering, Inc. for a total award amount of Ninety-Five Thousand Dollars (\$95,000.00).**
14. **Bid Package #1-09b Acoustical Ceilings** - Three (3) Bids were received. International Decorators, Inc. of Barrington, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-09b be awarded to International Decorators, Inc. for a total award amount of Thirty-Three Thousand Five Hundred Ninety Dollars (\$33,590.00).**
15. **Bid Package #1-09c Ground, Polished and Sealed Floors** - Three (3) Bids were received. Artlow Systems, Inc. of Carol Stream, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-09c be awarded to Artlow Systems, Inc. for a total award amount of One Hundred Seventy-Two Thousand Two Hundred Forty Dollars (\$172,240.00).**
16. **Bid Package #1-09d Resilient & Carpet Flooring** – Seven (7) Bids were received. Douglas Floor Covering, Inc. of North Aurora, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-09d be awarded to Douglas Floor Covering, Inc. for a total award amount of Twenty-Five Thousand Five Hundred Thirteen Dollars (\$25,513.00).**
17. **Bid Package #1-09e Painting** - Seven (7) Bids were received. May Decorating of Barrington, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-09e be awarded to May Decorating for a total award amount of One Hundred Ninety-One Thousand Eight Hundred Forty Dollars (\$191,840.00).**
18. **Bid Package #1-10 Lockers & Storage Shelving** – One (1) Bid was received. Bradford Systems Corporation of Elmhurst, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-10 be awarded to Bradford Systems Corporation for the base bid and the acceptance of Alternate #1-10-1 add \$63,540.00 for Shop Storage Cabinets for a total award amount of Two Hundred Three Thousand Three Hundred Sixty Dollars (\$203,360.00).**
19. **Bid Package #1-11a Shop Equipment** – One (1) Bid was received. Standard Industrial & Automotive Equipment, Inc. of Hanover Park, IL submitted the low responsive and responsible bid. Standard Industrial failed to provide the Certifications as requested with the bid. Subsequently the Certifications were provided. There are no other irregularities with the bid presented. We recommend that failure to provide the complete certifications at bid time be considered a minor irregularity and the bid be accepted. **We recommend that BP #1-11a be awarded to Standard Industrial & Automotive Equipment, Inc. for a total award amount of Seven Hundred Twenty Thousand Dollars (\$720,000.00).**
20. **Bid Package #1-11b Fueling System** – One (1) Bid was received. Crowne Industries Ltd. of Streamwood, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-11b be awarded to Crowne Industries, Ltd. for a total award amount of Two Hundred Seventy Thousand Six Hundred Ninety Dollars (\$270,690.00).**
21. **Bid Package #1-13 Salt Dome** – One (1) Bid was received. Bulk Storage, Inc. of Beecher, IL submitted the low responsive and responsible bid. This contractor did not acknowledge addendum #3 on the bid form but has submitted a letter acknowledging addendum #3 is accepted at no cost. We recommend that failure to acknowledge the addendum at bid time be considered a minor irregularity and the bid be accepted. There are no other irregularities with the bid presented. **We recommend that BP #1-13 be awarded to Bulk Storage, Inc. for a total award amount of Three Hundred Seventy-Eight Thousand Six Hundred Six Dollars (\$378,606.00).**

22. **Bid Package #1-14 Elevator** – One (1) Bid was received. Otis Elevator Company of Lombard, IL submitted the low as read bid. Their bid also included multiple clarifications and modifications to the contract requirements. The bid remains under review. At this time, we are not recommending an award of BP#1-14 pending completion of our review. **The Elevator budget allowance to remain in FQC contract in the amount of \$123,552.00 until further notice.**
23. **Bid Package #1-21 Fire Protection** – Five (5) Bids were received. Valley Fire Protection Systems, LLC. Of St. Charles, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-21 be awarded to Valley Fire Protection Systems, LLC for a total award amount of One Hundred Sixty-Five Thousand Two Hundred Dollars (\$165,200.00).**
24. **Bid Package #1-22 Plumbing** - Nine (9) Bids were received. Commercial Mechanical, Inc. of Dunlap, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-22 be awarded to Commercial Mechanical, Inc. for a total award amount of Eight Hundred Seventy-Seven Thousand Dollars (\$877,000.00).**
25. **Bid Package #1-23 HVAC** – Eleven (11) Bids were received. Commercial Mechanical, Inc. of Dunlap, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-23 be awarded to Commercial Mechanical, Inc. for a total award amount of One Million Three Hundred Ninety-Three Thousand Dollars (\$1,393,000.00).**
26. **Bid Package #1-26 – Electrical / Low Voltage** – Five (5) Bids were received. Kellenberger Electric, Inc. of Elgin, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-26 be awarded to Kellenberger Electric, Inc. for a total award amount of Two Million Three Hundred Twenty-Three Thousand Nine Hundred Dollars (\$2,323,900.00).**
27. **Bid Package #1-31– Earthwork** – Six (6) Bids were received. S&K Excavating & Trucking, Inc. of Newark, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-31 be awarded to S & K Excavating & Trucking for the base bid and the acceptance of Alternate #1-31-2 add \$2,000.00 to excavate for full depth pavement in lieu of patching for a total award amount of Eight Hundred Twenty-Four Thousand Dollars (\$824,000.00).**
28. **Bid Package #1-32a – Asphalt Paving** – Four (4) Bids were received. Geneva Construction Co. of Aurora, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. Acceptance of alternate #1-32a-1 results in savings to VONA and is therefore recommended. **We recommend that BP #1-32a be awarded to Geneva Construction Co. for the base bid with the acceptance of Alternate #1-32a-2 add for Site Concrete \$274,600.00, Alternate 1-32a-3 for full depth pavement at “T” \$5,581.00, and Alternate 1-32a-3 Salt Dome apron to Asphalt (\$12,283.00), for a total award amount of Seven Hundred Fifty-Nine Thousand One Hundred Thirty-Eight Dollars (\$759,138.00)**
29. **Bid Package #1-32b – Fencing & Gates** – Four (4) Bids were received. Proline Fence of Homer Glen, IL submitted the low responsive and responsible base bid. This contractor did not acknowledge addendum #3 on the bid form but has submitted a letter acknowledging addendum #3 is accepted at no cost. We recommend that failure to acknowledge the addendum at bid time be considered a minor irregularity and the bid be accepted. There are no other irregularities with the bid presented. **We recommend that BP #1-32b be awarded to Proline Fence a total award amount of One Hundred Forty-Five Thousand Nine Hundred Twenty-Two Dollars (\$145,922.00).**
30. **Bid Package #1-32c – Landscaping** –Three (3) Bids were received. The low as read bidder for this bid package was Langton Group of Woodstock, IL. A scope review with Langton Group found that an error had been made by Langton Group in their bid. Langton Group submitted the attached email requesting the withdrawal of their bid due to this error. The Board retains the right to release Langton Group from their bid, or to oblige them to perform the work, or to seek relief from the bidders’ bid bond. FQC has reviewed

Mr. Brian Richter  
Village of North Aurora  
August 14, 2024  
Page 5

the scope of work and we agree that an error was made in the preparation of their bid. We recommend that Langton Group be released from their bid without penalty. Subsequently Breezy Hill Landscaping of Salem, WI submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-32c be awarded to Breezy Hill Landscaping for a total award amount of One Hundred Twenty-Seven Thousand Four Hundred Dollars (\$127,400.00).**

31. **Bid Package #1-33– Site Utilities**– Nine (9) Bids were received. Miller Concrete Construction, Inc. of West Chicago, IL submitted the low responsive and responsible bid. There are no irregularities with the bid presented. **We recommend that BP #1-33 be awarded to Miller Concrete Construction, Inc. for a total award amount of Seven Hundred Seventy-Six Thousand Dollars (\$776,000.00).**

The total value of the awards recommended above is \$16,432,074.00 which falls within the budgeted amount of \$17,075,085.00. If the above meets with your approval, please sign and return one copy of this correspondence indicating your acceptance. Upon receipt of your approval, Frederick Quinn Corporation will issue subcontracts to the approved subcontractors. These awards will also be used in preparing the GMP Budget.

Sincerely,

FREDERICK QUINN CORPORATION



Frederick J. Marano  
Executive VP / Estimating

cc: Steve Bosco / VONA  
Brandon T / NAPW  
Marc Rohde / WA  
Vince / WBK  
Jack Hayes / FQC  
John Eallonardo / FQC  
Cindy Barbera / FQC  
File / FQC

**ACCEPTANCE:** \_\_\_\_\_ **Date:** \_\_\_\_\_



792 Fairway Dr  
Bensenville, IL 60106

Phone (224) 404-0679

August 7, 2024

Village of North Aurora  
25 East State Street, North Aurora, IL 60542

Attn: Officials of Village of North Aurora

RE: North Aurora New Public Works Facility

Dear Sir., Madam,

We are kindly asking, to have released our firm from the project with no penalty due to error in preparing our bid.

I made huge mistake missing in our base bid walls (CMU, brick, stone and all accessories) along the North and West Perimeter walls at the Water Shop and the North wall of the Street Shop in Modular A, which should be deducted as per BP#1-04. Therefore our price is below our costs.

We truly apologize for the inconvenience.

Sincerely,

Zbigniew Pawlik  
MPZ Masonry & Construction, Inc.

Fred Marano

---

**From:** Brian Shamash <brian.langtongroup@gmail.com>  
**Sent:** Monday, August 12, 2024 3:12 PM  
**To:** Fred Marano  
**Subject:** North Aurora Public Works landscaping

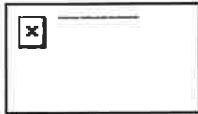
Fred:

As discussed I missed a significant portion of the seed and blanket on the bid. We would like to withdraw our bid, assuming there will be no penalties imposed on us. Thank you for taking the time and I look forward to working together in the future.

Sincerely

Brian

--



Brian Shamash  
Executive Account Manager  
Langton Group  
Cell 847-910-4982

Ask me about our referral program!!





Trade: BP #1-03a Cast-In-Place Concrete  
 Project: North Aurora Public Works  
 FQC #564  
 Date: August 1, 2024

## Frederick Quinn Corporation Bid Tally

Subcontractor	Base Bid	Bid Bond	Certs. (x)	Qual. Form	Addenda	Alternate WA-5: Furnish and install concrete foundations for the Monument Sign	Alternate BP#1-03a-1: Omit the site concrete work	Alternate BP#1-03a-2: Furnish and install moisture mitigation additive	Alternate BP#1-03a-3: Omit the Concrete Pavement / Apron at the Salt Dome.	Alternate BP#1-03a-4: In lieu of 8" foundation Wall at Generator Pad provide Sono tube style piers	Alternate BP#1-03a-5: Provide concrete piers due to winter conditions	Unit Prices
Austin Tyler Construction, Inc. - Elwood, IL	\$ 1,788,349.00	x	x	x	Addendum #1 Addendum #2 Addendum #3	\$ 8,000.00	\$ (258,970.00)	\$ 62,000.00	\$ (16,800.00)		\$ 30,000.00	x
Concrete by Wagner Inc. - Lockport, IL	\$ 1,499,900.00	x	x	x		\$ 2,500.00	\$ (189,776.00)	\$ 73,600.00	\$ (9,054.00)	\$ (4,000.00)	\$ 6,600.00	x
Miller Concrete Construction Inc. - West Chicago, IL	\$ 1,601,820.00	x	x	x		\$ 4,000.00	\$ (298,850.00)	\$ 80,000.00	\$ (14,470.00)	\$ (500.00)	\$ 6,580.00	x
<b>Premium Concrete Inc. - St. Charles, IL</b>	\$ 1,483,500.00	x	x	x		\$ 7,900.00	\$ (285,000.00)	\$ 93,700.00	\$ (7,700.00)	\$ 3,600.00	\$ 9,000.00	
Abbey Construction Co., Inc. - Aurora, IL	\$ 1,525,414.00	x	x	x		\$ 11,260.00	\$ (228,530.00)	\$ 58,000.00	\$ (12,000.00)	\$ (1,500.00)	\$ 11,650.00	x
Parkway Forming, Inc. - South Elgin, IL	\$ 1,556,900.00	x	x	x		\$ 7,000.00	\$ (305,000.00)	\$ 96,000.00	\$ (12,000.00)	\$ (1,400.00)	\$ 3,900.00	x
Elliot Construction Corp. - Glen Ellyn, IL	\$ 1,717,130.00	x	x	x		\$ 2,950.00	\$ (306,895.00)	\$ 57,600.00	\$ (12,550.00)	\$ (1,000.00)	\$ 4,620.00	x







# Frederick Quinn Corporation

## Bid Tally

Trade: BP #1-04 (Masonry)  
 Project: North Aurora Public Works  
 FQC #564  
 Date: August 1, 2024

Subcontractor	Base Bid	Bid Bond	Certs. (x)	Qual. Form	Addenda			Alternate	Alternate	Alternate	Alternate	Unit Prices
					Addendum #1	Addendum #2	Addendum #3					
Ebben Masonry, Inc. - Wauconda, IL	\$ 792,000.00	x	x	x	x	x	Alternate No. WA-2: Furnish and install Norman sized face brick	Alternate No. WA-5: Furnish and install Masonry work for the Monument Sign	Alternate BP#1-04 - 1 Eliminate the CMU walls along the North and West Perimeter walls at the Shops	\$ (48,500.00)	x	
Cyberdyne Masonry Corporation - Aurora, IL	\$ 703,800.00	x	x	x	x	x				\$ (100,000.00)	x	
Able Masonry Development Co. - Romeoville, IL	\$ 674,000.00	x	x	x	x	x				\$ (56,000.00)		
Illinois Masonry Corp. - Buffalo Grove, IL	\$ 879,954.00	x	x	x	x	x				\$ (30,000.00)	x	
<b>MPZ Masonry &amp; Construction, Inc. - Bensenville, IL</b>	<b>\$ 579,500.00</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>				<b>\$ 24,000.00</b>		
Iwanski Masonry, Inc. - Downers Grove, IL	\$ 688,000.00	x	x	x	x	x				\$ (55,000.00)	x	
JAC Masonry, Inc. - Lake Villa, IL	\$ 649,000.00	x	x	x	x	x				\$ (29,000.00)	x	
Piazza & Mannerino, Inc - Lockport, IL	\$ 829,000.00	x	x	x	x	x				\$ (37,000.00)		
Rasco Mason Contractors - Grayslake, IL	\$ 675,000.00	x	x	x	x	x				\$ (45,000.00)	x	
A. Horn, Inc. - Barrington, IL	\$ 848,800.00	x	x		x	x				\$ 26,100.00	x	



**Frederick Quinn Corporation**  
Bid Tally

Trade: BP #1-05 ( Structural & Misc. Steel)  
Project: North Aurora Public Works  
FQC #564  
Date: August 1, 2024

Subcontractor	Base Bid	Bid Bond	Certs. (x)	Qual. Form	Addenda			Alternate	Unit Prices
					Addendum #1	Addendum #2	Addendum #3		
Synergy Steel Structures, Inc. - Lansing, IL	\$ 1,435,850.00	x	x	x	x	x	x	None	None
McKinney Steel & Sales, Inc. - Zion, IL	\$ 1,365,000.00	x	x	x	x	x	x	N/A	N/A
Garbe Iron Works, Inc. - Aurora, IL	\$ 1,297,100.00	x	x	x	x	x	x	N/A	N/A











Trade: BP #1-07b Sealants  
 Project: North Aurora Public Works  
 FQC #564  
 Date: August 1, 2024

## Frederick Quinn Corporation Bid Tally

Subcontractor	Base Bid	Bid Bond	Certs. (s)	Qual. Form	Addenda	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	Unit Prices															
NO BIDS		10% of Bid																											































Trade: BP #1-13 Salt Dome
Project: North Aurora Public Works
FQC #564
Date: August 1, 2024

Frederick Quinn Corporation
Bid Tally

Table with 13 columns: Subcontractor, Base Bid, Bid Bond, Certs. (t), Qual. Form, Addenda #1, Addendum #2, Addendum #3, Alternate, Alternate, Alternate, Alternate, Alternate, Unit Prices. Row 1: Bulk Storage, Inc. - Beecher, IL, \$ 379,606.00, x 10% of Bid, x, x, x, x, x, None.







# Frederick Quinn Corporation

## Bid Tally

Trade: BP #1-22 Plumbing  
 Project: North Aurora Public Works  
 FQC #564  
 Date: August 1, 2024

Subcontractor	Base Bid	Bid Bond	Certs. (x)	Qual. Form	Addenda			Alternate	Alternate	Alternate	Alternate	Unit Prices
					Addendum #1	Addendum #2	Addendum #3					
		10% of Bid						Alternate No. WA-4: Furnish, fabricate and install the South Fiberglass Catwalk with stairs and railings				None
Commercial Mechanical, Inc. - Dunlap, IL	\$ 877,000.00	x	x	x	x	x						N/A
Ernie Peterson Plumbing, Inc. - Waukegan, IL	\$ 1,035,700.00	x	x	x	x	x						N/A
Cannonball Mechanical Paul L. Buddy Plumbing and Heating, Inc. - Aurora, IL	\$ 960,000.00	x	x	x	x	x		\$ 10,900.00				N/A
C.W. Burns Co., Inc. - Downers Grove, IL	\$ 986,000.00	x	x	x	x	x		\$ 5,000.00				N/A
A & H Plumbing & Heating Co., Inc. - Elk Grove Village, IL	\$ 1,172,500.00	x	x	x	x	x		\$ 46,500.00				N/A
DeFranco Plumbing, Inc. - Palatine, IL	\$ 1,349,048.00	x	x	x	x	x		\$ 3,500.00				N/A
John's Service and Sales, LLC - Oglesby, IL	\$ 899,225.00	x	x	x	x	x						N/A
Ewing-Doherty Mechanical, Inc. - Bensenville, IL	\$ 900,007.00	x	x	x	x	x		\$ 3,025.00				N/A
Helm Mechanical - Westmont, IL	\$ 1,269,500.00	x	x	x	x	x		\$ -				N/A





# Frederick Quinn Corporation Bid Tally

Trade: BP #1-23 HVAC  
 Project: North Aurora Public Works  
 FQC #564  
 Date: August 1, 2024

Subcontractor	Base Bid	Bid Bond	Certs. (X)	Qual. Form	Addenda	Alternate	Alternate	Alternate	Alternate	Alternate	Unit Prices
		10% of Bid			Addendum #1						None
Amber Mechanical Contractors, Inc. - Alsip, IL	\$ 1,535,000.00	X	X	X	Addendum #2						N/A
Commercial Mechanical, Inc. - Dunlap, IL	\$ 1,393,000.00	X	X	X	Addendum #3						N/A
Flo-Tech Mechanical Systems Inc. - Addison, IL	\$ 1,557,000.00	X	X	X							N/A
CT Mechanical LLC - Addison, IL	\$ 1,590,000.00	X	X	X							N/A
Helm Mechanical - Westmont. IL	\$ 1,634,000.00	X	X	X							N/A
Premier Mechanical, Inc. - Addison, IL	\$ 1,461,000.00	X	X	X							N/A
Jensen's Plumbing & Heating, LLC - Woodstock, IL	\$ 1,723,000.00	X	X	X							N/A
John's Service and Sales, LLC - Oglesby, IL	\$ 1,555,000.00	X	X	X							N/A
MG Mechanical Contracting, Inc. - Woodstock, IL	\$ 1,482,000.00	X	X	X							N/A
F.E. Moran, Inc. - Northbrook, IL	\$ 1,526,000.00	X	X	X							N/A
Oak Brook Mechanical Services, Inc. - Elmhurst, IL	\$ 1,628,000.00	X	X	X							N/A



















## Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brian Richter, Public Works Director

Date: August 12, 2024

Re: Construction Management Contract with Frederick Quinn Corporation  
for the Public Works Facility

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On April 12, 2022, the Village advertised a Request for Proposals (RFP) for Construction Management Services. Ten qualified firms submitted proposals for consideration. The Village's selection committee, consisting of six staff members, thoroughly evaluated the qualifications of each firm. This committee identified three 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 Frederick Quinn Corporation (FQC) is the most qualified firm for this project.

The Village entered into a two-part agreement with Frederick Quinn Corporation to perform construction services. This first part of the agreement would include preconstruction services at a cost of \$35,000 and the second would be for construction administration services. This scope of work included in the preconstruction services would include working with all of the team members (architects, civil engineers, and the Village of North Aurora) to develop a design detailed enough to establish an accurate cost estimate and that could be presented to the Village Board for consideration. The second agreement for construction administration services would be prepared when the design of the structure is

established because it is difficult to provide an accurate cost for these services without an accurate design.

Here is an update on the projects time frame. Williams Architects finished the design development phase for the new building. During the design development phase, the Village worked with the architects and construction managers to develop plans, schematics, and details regarding the construction of the new building. Once the design development was completed Williams Architects began the construction document phase. In this phase the architects and the engineers finalize all the technical design and engineering including structural engineering, HVAC, plumbing, electrical, ventilation systems, energy calculations, and all other products and materials needed during the construction. At this point the construction document phase was completed and the building documents necessary for a building permit are currently being reviewed. As such FQC, our construction manager, prepared documents for the bidding phase. The bidding phase took place in July with the bid opening on August 1, 2024.

There were 31 different bid packages posted with a total of 136 bids submitted to FQC for this project. Only one bid package did not receive a bid, but FQC will be able to get this work done as part of another package. FQC oversaw the bid opening and opened all the bids. They reviewed all the bid packages to determine the low bidder and to see if each company was qualified to perform the work on the new facility. After putting together, the budgeted bid result summary Village staff met with FQC to discuss the alternative bids and select the ones that we felt we needed for this project. The budgeted bid results summary is attached for you to review.

The next step in the process is to enter a Construction Management Contract with FQC. FQC will oversee the construction of the building and have a superintendent onsite during the construction process. The construction management fee is broken down four ways and is calculated using a guaranteed maximum price. A guaranteed maximum price contract is a cost-type contract such that the contractor is compensated for actual costs incurred plus a fixed fee, limited to a maximum price.

1. Construction Management Fee at 2.5% of the guaranteed maximum price.
2. Insurance at 0.9% of the guaranteed maximum price.
3. Bonds at 0.85% of the guaranteed maximum price.
4. General Conditions (12 months at \$26,500 per month)

Staff is recommending entering the contract with FQC before the guaranteed maximum price is determined to keep the project moving forward and not

delaying the construction process. Under the terms of the contract the Village has the right to terminate the contact. Once the guaranteed maximum price (GMP) is determined staff with bring an addendum to the contract back to the board for approval. The addendum will also include a cost for insurance and bonds. These costs will be determined by the GMP and given to us prior to the start of construction. Given the current numbers for this project we are estimating the GMP to be around \$18,000,000 or less and the estimated cost of the contract could range from \$800,000 to \$1,000,000. We have \$1,100,000 budgeted for this contract. Attached are both the contracts for you to review.



 **AIA** Document A133<sup>®</sup> – 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**

**AGREEMENT** made as of the 2 day of July in the year 2024  
*(In words, indicate day, month, and year.)*

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

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

and the Construction Manager:  
*(Name, legal status, address, and other information)*

Frederick Quinn Corporation  
103 S. Church Street  
Addison, IL 60101

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

New Public Works Facility  
312 Butterfield Road  
North Aurora, IL 60542

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

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

The Owner and Construction Manager 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.

AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**ARTICLE 1 INITIAL INFORMATION**

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

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

**§ 1.1.1** The Owner's program for the Project, as described in Section 4.1.1:

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

New Public Works Facility of approximately 57,000 SF on village owned land with corresponding site development and site features.

**§ 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.)*

Project scope largely consistent with scope as outlined in 100% Design Development Documents prepared by Williams, dated 01.18.24

**§ 1.1.3** The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

Init.

Approximately \$19 million inclusive of construction management fees.

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

- .1 Design phase milestone dates, if any:  
June, 2024
- .2 Construction commencement date:  
September, 2024
- .3 Substantial Completion date or dates:  
15 months from actual start of construction
- .4 Other milestone dates:  
N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction.)*

None

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

No specific certification goal. Industry standard application of energy efficiency, recycled materials, locally produced products, and construction recycling/waste minimization

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
*(List name, address, and other contact information.)*

Mr. Steven Bosco, ICMA-CM  
Village Administration  
Village of North Aurora  
25 East State St.  
North Aurora, IL 60542  
630.897.8228 Ext. 233  
sbosco@northaurora.org

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

**§ 1.1.10** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

.2 Civil Engineer:

WBK Engineering  
116 West Main St, Suite 701  
St. Charles, IL 60174

.3 Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

**§ 1.1.11** The Architect's representative:  
*(List name, address, and other contact information.)*

Mr. Marc C. Rohde, AIA, LEED AP  
Associate Principal  
Williams Architects  
500 Park Boulevard, Suite 800  
Itasca, IL 60143  
630.344.1002  
mcrohde@williams-architects.com

**§ 1.1.12** The Construction Manager identifies the following representative in accordance with Article 3:  
*(List name, address, and other contact information.)*

Jack Hayes  
Frederick Quinn Corporation  
103 S. Church Street  
Addison, IL 60101  
Office — 630.628.8500  
Fax — 630.628.8595  
jhayes@fqinncorp.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
*(List any Owner-specific requirements to be included in the staffing plan.)*

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
*(List any Owner-specific requirements for subcontractor procurement.)*

Publicly bid trade contracts

§ 1.1.15 Other Initial Information on which this Agreement is based:

*(Paragraph deleted)*

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager has been engaged to provide professional services because of its character, expertise and qualifications in dealing with and acting as a construction manager on projects of similar size and scope. For administrative oversights and project delivery responsibility purposes,

Construction Manager shall hold the contracts or subcontracts with the various trade contractors (hereinafter referred to as trade contractors, Contractors or Subcontractors) selected in consultation with the Owner and in compliance with applicable public competitive bidding and surety bond requirements to perform the portions of the Work. The Construction Manager shall not be a constructor and except under the limited circumstances specifically provided elsewhere in the Agreement, shall neither perform any of the Work with its own forces nor provide any of the materials or equipment for the project. The Construction Manager shall be responsible to the Owner for the proper performance of the Work by the Contractors and Subcontractors in accordance with the Contract Documents and for the Guaranteed Maximum Price.

### **§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

## **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates and communicate same to Owner.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide timely recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### **§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

Init.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### § 3.1.13.1 Prevailing Wage Act

The Construction Manager shall, in the course of its work, and in the engagement of its Subcontractors whose names shall be provided in writing to Owner, observe and have them observe all requirements of the Illinois Prevailing Wage Act, including without limitation, payment of not less than the prevailing wage to all covered workers and trades, and insert notices of such Act's requirements in its advertisements for bids, bid packages and specifications, subcontracts, surety bonds so that all Subcontractors will likewise observe the Act, including needed postings and delivery of certified payrolls to the owner at prescribed intervals and that the Department of Labor's electronic website shall be checked monthly by Construction Manager and Subcontractors for possible revisions. Change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Construction Manager shall maintain accurate records as required by the Act. In accordance with applicable law, the Construction Manager and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which records shall be certified and submitted in accordance with State law and which shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>.

3.1.13.2 Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. Every time certified payroll has been submitted to the IDOL Payroll Portal, the contractors and subcontractors are required to supply a signed and notarized written statement that all necessary documentation has been uploaded to IDOL Payroll Portal.

3.1.13.3 The Construction Manager in the engagement of its Subcontractors shall also qualify them to be sure they meet the criteria of the Owner's Responsible Bidder Resolution, as amended from time to time.

### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

## § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.



§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The

written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

### **§ 3.3.2 Administration**

**§ 3.3.2.1** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

**§ 3.3.2.2** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

### **§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

### **§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

### **§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## **ARTICLE 4 OWNER'S RESPONSIBILITIES**

### **§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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.

§ 4.1.4.3 The Owner, when such services are requested, 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** 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.

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

\$35,000

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

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

**Individual or Position**

**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

## § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have sixty calendar (60) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

*(Insert rate of monthly or annual interest agreed upon.)*

5 %

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

CM Fee 2.5%, Insurance 0.9%, Bond = 0.85% per attached proposal approved May 18, 2022

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent ( %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

N/A

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

## **§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Construction Manager's contingency of 5% will be included in the GMP. Savings will be returned 100% to Owner with the final payment application.

## **§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work, provided the Owner has authorized the changes.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### **§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work.  
*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### **§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, Subcontractors, or suppliers, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

#### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

#### ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The Construction Manager shall secure the services of the trade contractors (Subcontractors) on a direct contractual basis. The Owner shall not be a party to such agreements. The Subcontractors shall be selected and engaged under a competitive sealed bidding process consistent with the standards and procedures of Illinois law. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall



be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

##### **§ 11.1 Progress Payments**

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment. The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have sixty calendar (60) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. . Construction Manager may from time to time modify the values in the Schedule of Values but shall inform Owner of such changes in the monthly payment application process.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

**§ 11.1.8 Retainage**

**§ 11.1.8.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten Percent (10%)

**§ 11.1.8.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

Per Illinois law

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)*

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 11.1.10** Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.12** In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

## § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

5 %

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

### § 12.2 Binding Dispute Resolution

For any Claim the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

### 12.3 Venue

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Kane County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### **§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:  
*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

#### § 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in 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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*



**§ 14.5 Other provisions:**

§ 14.5.1 Anything hereinabove to the contrary notwithstanding, in addition to the basic percentage compensation specified above (intended to cover Construction Manager's profit, general overhead, and main office costs), the Construction Manager shall receive a stipulated monthly General Conditions rate of \$ 26,500.00, subject to adjustment by change order to cover reasonable site specific costs and services including printing, trailer/office, site personnel, phone, site communications and site clean-up, not otherwise required by trade contracts. Compensation for such items will not be on the basis of actual costs incurred and no right of audit of such General Conditions items will exist. If the Contract Time is increased by change order, change directive or dispute resolution process, the Guaranteed Maximum Price will be increased for extended General Conditions at the monthly rate, or pro rata portion thereof.

§ 14.5.2 All construction for construction work or material supply above \$ 25,000 shall be obtained by public bidding and shall be subject to prior written approval of the owner. Owner shall promptly advise Construction Manager, in writing, of its approval or disapproval (with reasons therefore) of the contract or purchase order to be awarded. The Owner hereby authorizes the Construction Manager to enter into, conduct and administrator, all contracts required for the construction of the project.

§ 14.5.3 The Owner and Architect shall be named as an additional insured on the Construction Manager CGL insurance policy. CGL Insurance will be charged to the project at 0.90% of the cost of the work.

§ 14.5.4 To the extent applicable, the Construction Manager will comply with the most current Illinois Prevailing Wage Act, the Corrupt Practices Act, Public Contractor's Act, Construction Bond Act. Bonds will be charged to the Project at a cost not to exceed 0.85% of the cost of the work.

§ 14.5.5 Construction Manager will include contract language in Subcontracts to require compliance with the Illinois Prevailing Wage Act and other applicable Illinois statues regarding public work.

§ 14.5.6 Construction Contingency. A Construction Contingency will be included in the GMP at 5% of the cost of the Work. The Construction Contingency is for the Construction Manager's use to complete the building as shown on the Contract Documents and as necessary to complete the Project on time. The Construction Contingency may be used for costs due to unforeseen causes, cost overruns, for the acceleration for the work, and correction of defects in the work (Except where Subcontractor can be charged for the defective work). Such causes or details include, but are not limited, to refinement of details of design within the scope of standards, quality and quantities which are reasonable inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials due to the fault of the Construction Manager and labor and material overruns. The Construction Manager may utilize the Construction Contingency for any items within the Cost of the Project without the necessity of a Change Order, without constituting a change in the Project and without resulting in any change in the Guaranteed Maximum Price.

§ 14.5.7 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be free from defective workmanship and materials, and the Construction Manager agrees to assist the Owner to have trade contractors correct all construction performed under this contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work.

**ARTICLE 14.5 REGULATIONS**

§ 14.5.8 The Construction Manager warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, Minimum salary and wage statures and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

§ 14.5.9 Whenever required, the Construction Manager or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.



§ 14.5.10 Construction Manager shall carefully examine the Occupational Safety and Health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

§ 14.5.11 Construction Manager shall comply with all terms of the Illinois Preference Act and all terms of the **Equal Employment Opportunity Clause** of the Illinois Fair Employment Practices Commission.

§ 14.5.12 At all times Construction Manager shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS10/1, et seq.,) and the Illinois Human Rights Act (775 ILCS 5/2-101, et. Seq.,) and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 14.5.13 Construction Manager understands, represents and warrants to the Owner that the Construction Manager and its Subcontractors (for which the Construction Manager takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 14 and that they will remain in compliance for the entirety of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

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

14.5.14 Illinois Workers on Public Works Act - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

#### § 14.6 Substance Abuse Prevention

The Construction Manager shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.)(the "Act") by:

.1 Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employees to be under the influence of any said drugs or alcohol while performing the Work;

.2 Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:

.a A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

b. A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;

c. A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and

.d A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Construction Manager's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or

has been approved to commence or return to work in accordance with the Construction Manger's substance abuse program.

.3 Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Construction Manager's substance abuse program. Said employee shall be prohibited from the Work site until he or she test negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Construction Manager's substance abuse program; and failure by the Construction Manager to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Construction Manager shall also pay to the Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees."

#### § 14.7 No Waiver of Immunity

Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

### ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 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
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

N/A

.6 Other Exhibits:

*(Check all boxes that apply.)*

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
*(Insert the date of the E234-2019 incorporated into this Agreement.)*

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:

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*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

FQC Proposal dated August 19, 2024 and approved August 19, 2024

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

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May 11, 2022

Mr. John Laskowski  
Public Works Director  
Village of North Aurora  
25 East State St.  
North Aurora, IL 60542

**CONSTRUCTION MANAGEMENT SERVICES**  
**Public Works Facility**

Dear Mr. Laskowski:

This proposal has been prepared in response to your request for a fee proposal for the above referenced services associated with the new Village of North Aurora Public Works Facility. The purpose of this proposal is to outline the basis of an agreement between the Village of North Aurora and Frederick Quinn Corporation (FQC), anticipating a formal agreement following a Standard AIA A133 Form of Agreement between Owner and Construction Manager as Constructor, with a Guaranteed Maximum Price.

Frederick Quinn Corporation (FQC) proposes to provide construction management services, as outlined in the Village issued RFP, to assist the Village through the process of planning, design, bidding and construction of the contemplated construction work. FQC will work in conjunction with the Village and your selected architecture/engineering partner, Williams Architects, to help plan and implement a solution that responds to the anticipated scope of work, the preliminary planning work done to date, and as directed by the Village. This proposal is presented in four parts: Project Understanding, Scope of Services, Schedule and Compensation.

**Project Understanding:**

FQC understands that the Village requires assistance in developing a final plan, based on Concept Design Plans for three options. The three options presented by the Village include 1) expansion of the existing facility, 2) demolition of existing and construction of new on your existing property, and 3) construction of new on adjacent property. Beyond the planning and preconstruction phase of work, FQC understands that the Village of North Aurora would work with FQC as a construction manager, providing pre-construction, bidding and construction administration services to manage the entire lifecycle of the project from design through construction, project close-out and warranty phase services.

Mr. John Laskowski  
Village of North Aurora  
May 11, 2022  
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**Scope of Services:**

**Preconstruction Services** – These services, as outlined in the Village issued RFP, are provided during the planning and design phase of the project to assist the Village and the architect/engineer team to plan for and develop a Best Value solution in terms of quality, cost and schedule, based on the original analysis of the three options. Throughout design we meet on a regular basis to review decisions in terms of durability, cost, phasing/logistics, sustainability and maintainability. These meetings will be attended by Mr. Fred Marano, Chief Estimator, Mr. John Eallonardo, Project Director and Mr. Jack Hayes, Project Executive. The specific services include Value Engineering, Cost Estimating, Logistics of Construction, Scheduling and Document Review. As design progresses we will work with Williams Architects, the Village and our construction team to develop a bid strategy in terms of bid packaging and trade contractor qualification.

**Construction Administration** – FQC takes the lead in the trade contractor procurement process including finalizing the documents for public bidding and leading the process from legal advertisement through public bid opening, scope reviews and recommendations for award to the Village. FQC will conduct detailed scope reviews with all trade contractors and provide a full complement of services necessary to manage the entire process of construction. We provide on-site field supervision and project support personnel who manage the day-to-day construction activities. The personnel assigned to the project will be determined based on the final schedule and phasing of the project. The field team is supported by Mr. John Eallonardo on a daily and weekly basis, and by Mr. Jack Hayes, President, as your Project Executive. We are responsible for every step of the process from bid opening to construction oversight, site logistics, quality, schedule and project close-out. Our team stays with your project into the post occupancy warranty phase to assure you 100% satisfaction.

**Draft Schedule:**

FQC understands that the Village requires the project to move forward in an expeditious manner. Design is anticipated to commence immediately and occur in design phases, with corresponding cost estimates and preconstruction analysis, through March, 2023. Bidding will commence upon completion of the construction documents, with contracts expected to be awarded in April, 2023. Construction will commence upon establishment of trade contracts and pre-work submittals. Our projected schedule has work beginning in May, 2023. Completion of all work is anticipated to occur over a period of approximately 12 months, completing in April, 2024.

As part of our standard scope of services, FQC will develop a comprehensive project schedule. FQC will work throughout the preconstruction phase in developing a comprehensive phasing plan and project schedule including each area of work, bidding and construction sequencing. This schedule will be provided for review and approval by the Village.

**Compensation:**

**Preconstruction Services** – These services include the work required to help finalize the project plan and develop, evaluate and confirm the project scope, budget and schedule. Throughout this phase of work, FQC will work extensively with the Village and Williams Architects to provide value engineering, constructability review, cost estimating, logistics, schedule development and phasing input. FQC does not limit the number of coordination meetings needed as part of this agreement. Formal cost estimates will be provided (at a minimum) at the completion of each design phase. FQC proposes to provide Preconstruction Services for a fixed fee of \$35,000.00.

**Construction Administration** – These services include the work required for proper management, oversight and execution of all construction activities. These expenses will be budgeted for and included as part of the hard construction cost portions of a project. We will outline below our proposed fee structure:

- **General Conditions:** The primary general conditions costs are for the full-time, professional construction management supervision necessary to manage, oversee and coordinate a high quality, safe construction process. The general conditions costs include items that are required to support the actual execution of construction activities on site, such as temporary facilities, field office expenses, technology, etc. These costs are budgeted for and billed as part of the construction cost on a monthly basis. The proposed monthly fixed General Conditions cost for a single field Superintendent is \$26,500. The total General Conditions costs, currently estimated at twelve months, will be presented to the Village for approval once the scope and schedule of the project has been finalized. The Village and FQC will agree to the final schedule prior to bidding of the main project components, at which time the General Conditions will be fixed as a final Not to Exceed.
- **Construction Management Fee:** FQC proposes to provide comprehensive construction management services for a fee of 2.5% times the actual cost of work. There will be no other reimbursable expenses or standard individual billing rates.
- **Insurance and Bonds:** Insurance coverage (General Liability, Worker's Compensation, Employment, Auto and Professional Liability) would be provided at a rate of 0.90% times the actual cost of construction. Performance and Payment Bonds (at 110% of value of construction) are provided at a rate of 0.85% times the actual cost of construction. These costs will be billed during construction in proportion to the completion of construction work put in place.

Mr. John Laskowski  
 Village of North Aurora  
 May 11, 2022  
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The following summarizes the components of compensation:

Preconstruction:	\$ 35,000.00
Construction Administration:	
• General Conditions – Sr. Superintendent/Field Office:	\$ 26,500.00/month
• CM Fee:	2.5% x cost of work
• Insurance:	0.90% x cost of work
• Bonds:	0.85% x cost of work

FQC looks forward to the prospect of working with the Village of North Aurora and your design partner, Williams Architects, and of being a service to you and your community on this very important assignment. If the terms of this proposal are acceptable, please sign the Acceptance section below, authorizing FQC to proceed with Preconstruction Services, and thereby creating a framework for the overall construction management services through construction. Upon acceptance of this proposal, FQC understands that the Village will work with legal counsel and FQC to prepare a formal AIA contract agreement (Contract and General Conditions) which will be finalized during the design phase of the project and presented to the Village Board for approval prior to bidding.


*For purposes of understanding the overall prospective cost for construction services, I provide the following examples of our fees, assuming a construction cost and a 12 month construction duration.*

Cost of Construction:	\$ 10,000,000	\$ 12,000,000	\$ 15,000,000
• CM Fee @ 2.5%	\$ 250,000	\$ 300,000	\$ 375,000
• Insurance @ 0.9%	\$ 90,000	\$ 108,000	\$ 135,000
• Bonds @ 0.85%	\$ 85,000	\$ 102,000	\$ 127,500
• General Conditions (12 mo. @ \$26,500/mo.)	\$ 318,000	\$ 318,000	\$ 318,000
<b>Prospective CM Total Fee</b>	<b>\$ 743,000</b>	<b>\$ 828,000</b>	<b>\$ 955,500</b>

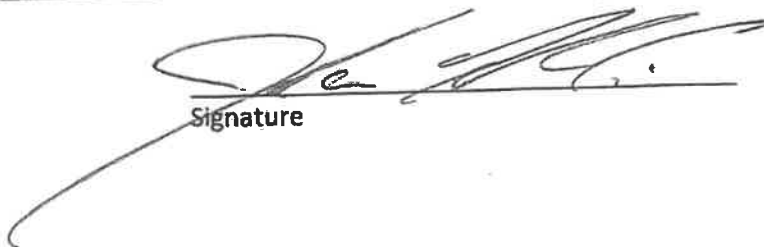
If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

FREDERICK QUINN CORPORATION

  
 Jack Hayes  
 President

Accepted By:

  
 Signature

5/18/22  
 Date

# AIA<sup>®</sup> Document A201<sup>®</sup> – 2007

## **General Conditions of the Contract for Construction**

### **for the following PROJECT:**

*(Name and location or address)*

New Public Works Facility  
312 Butterfield Road  
North Aurora, IL 60542

### **THE OWNER:**

*(Name, legal status and address)*

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

### **THE ARCHITECT:**

*(Name, legal status and address)*

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

### **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.

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User Notes:

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 CAPITALIZATION**

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

### **§ 1.4 INTERPRETATION**

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

### **§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

**§ 1.5.1** 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

*(Paragraphs deleted)*

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

*(Paragraphs deleted)*

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3

*(Paragraphs deleted)*

#### Information and Services Required of the Owner

*(Paragraphs deleted)*

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 GENERAL**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 LABOR AND MATERIALS

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

### **§ 3.5 WARRANTY**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

#### § 3.9.2

The Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

*(Paragraphs deleted)*

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.



**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.



*(Paragraph deleted)*

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and 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, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 USE OF SITE**

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

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

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### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### § 3.18.3 No Waiver of Immunity

Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures,

or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

*(Paragraph deleted)*

§ 4.2.3 On the basis of the site visits, the Architect will 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, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such 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 Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor'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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

*(Paragraphs deleted)*

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

*(Paragraphs deleted)*

### **§ 5.3 Subcontractual Relations**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

*(Paragraph deleted)*

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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

Init.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.1.5 Owner and Contractor agree that the following vendors will be retained by Owner as Separate Contractors under this Article, but whose work the Contractor shall coordinate as it would the work of its other Subcontractors:

To Be Determined

## § 6.2 MUTUAL RESPONSIBILITY

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

*(Paragraph deleted)*

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

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## § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

## § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

*(Paragraphs deleted)*

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.



§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

*(Paragraph deleted)*

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

*(Paragraph deleted)*

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3)



by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

*(Paragraph deleted)*

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

9.3.4 The Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests.

## § 9.4 CERTIFICATES FOR PAYMENT

*(Paragraphs deleted)*

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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 Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.3 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, and by the Partial Waivers of Subcontractors. . Application for Final Payment shall be accompanied by Final Waivers of Lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; together with all other documents as shall be necessary, in the sole judgement of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

All waivers (partial and final) shall include language as applicable indicating either that:

(i) all material was taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with governing laws or

(ii) materials were provided by the following suppliers for whom waivers of lien are attached and all labor has been fully paid in accordance with governing laws.

## § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

*(Paragraphs deleted)*

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## **§ 9.7 FAILURE OF PAYMENT**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any,

the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

#### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

*(Paragraphs deleted)*

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work

fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Construction Manager as Contractor shall review and coordinate the safety programs provided by the Subcontractors. The Subcontractors shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Neither the Owner, the Architect nor the Construction Manager shall be responsible for any safety precautions or programs in connection with the Work..

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

*(Paragraph deleted)*

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

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

*(Paragraph deleted)*

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

### § 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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



## § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

*(Paragraphs deleted)*

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement, in AIA Document A133™-2019, Exhibit B, Insurance and Bonds or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement, AIA Document A133™-2019, Exhibit B, Insurance and Bonds, or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the

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Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

*(Paragraphs deleted)*

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

*(Paragraph deleted)*

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### **§ 11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

*(Paragraph deleted)*

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

*(Paragraph deleted)*

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

*(Paragraphs deleted)*

### **§ 13.4 RIGHTS AND REMEDIES**

*(Paragraphs deleted)*

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## **§ 13.5 INTEREST**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Paragraphs deleted)*

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 TERMINATION BY THE CONTRACTOR**

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

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

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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

*(Paragraphs deleted)*

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements

of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

### **§ 15.1.3**

*(Paragraphs deleted)*

#### **Notice of Claims**

*(Paragraphs deleted)*

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

### **§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## **§ 15.2 INITIAL DECISION**

*(Paragraph deleted)*

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

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

*(Paragraph deleted)*

**§** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution through litigation.

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

*(Paragraph deleted)*

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

*(Paragraphs deleted)*

# Village of North Aurora Memorandum



**To:** President and Village Board of Trustees

**From:** Jason Paprocki, Finance Director

**CC:** Steven Bosco, Village Administrator

**Date:** August 19, 2024

**RE:** Bond Authorizing Ordinance Approval

Staff has presented various funding options for the new Public Works facility in past meetings. The most favorable option discussed has been issuing General Obligation Alternate Revenue Source Bonds with pledged non-home rule sales tax as the funding source.

The first step in issuing bonds to fund the Public Works facility construction is for the Board to approve a Bond Authorizing Ordinance. Other future Board actions include:

<u>Task</u>	<u>Date</u>
Publication of Bond Authorizing Notice and Bond Issuance Notification Act Public Notice	Week of August 26
Hold Bond Issuance Notification Act Public Hearing	September 16
Bond Sale and Bond Ordinance Adopted	October 7

The attached Bond Authorizing Ordinance includes a not to exceed amount of \$17 million. Staff anticipates the actual bond issuance will be \$14 million over a 15-year period. The projected annual debt payment is approximately \$1.25 million, but could vary depending on interest rates. The additional tax revenue from the referendum is anticipated to be sufficient to pay the annual debt obligations on the new bonds. A higher debt amount is included in the ordinance in case something unforeseen happens with the building costs over the next few months. In addition, the ordinance includes a reimbursement declaration which allows the Village to reimburse itself with tax-exempt bond proceeds for the Public Works facility expenditures paid using Village funds prior to the bond closing.



MINUTES of a regular public meeting of the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, held at the North Aurora Village Hall, 25 East State Street, North Aurora, Illinois, at 7:00 o'clock P.M., on the 19th day of August, 2024.

\* \* \*

The meeting was called to order by the President, and upon the roll being called, Mark Gaffino, the President, and the following Trustees were physically present at said location:

\_\_\_\_\_  
\_\_\_\_\_

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

The President announced that in order to pay the costs of constructing and equipping a new Public Works facility in and for the Village, it would be necessary for the Village to issue alternate bonds and that the President and Board of Trustees would consider the adoption of an ordinance authorizing the issuance of such bonds.

Whereupon \_\_\_\_\_ presented and the Village Clerk read by title an ordinance as follows, copies of which were made available to the President and Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

**NOTICE OF INTENT TO ISSUE BONDS  
AND RIGHT TO FILE PETITION**

Notice is hereby given that pursuant to Ordinance No. \_\_\_\_\_, adopted August 19, 2024 (the “*Ordinance*”), the Village of North Aurora, Kane County, Illinois (the “*Village*”), intends to issue general obligation alternate bonds (the “*Bonds*”) in an aggregate principal amount not to exceed \$17,000,000 for the purpose of paying the costs of constructing and equipping a new Public Works facility in and for the Village. The revenue source that will be pledged to the payment of the Bonds will be collections distributed to the Village from those taxes imposed by the State of Illinois (the “*State*”) pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailers’ Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future. If this revenue source is insufficient to pay the Bonds, ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Bonds. A complete copy of the Ordinance follows this notice.

Notice is hereby further given that if a petition signed by 937 or more electors of the Village (the same being equal to the greater of (i) 7.5% of the registered voters of the Village or (ii) 200 of those registered voters or 15% of the registered voters whichever is less) asking that the issuance of the Bonds be submitted to referendum is filed with the Village Clerk within thirty (30) days after the date of publication of this notice and the Ordinance, an election on the proposition to issue the Bonds shall be held on the 25th day of February, 2025, unless none of the voters of the Village are scheduled to cast votes for any candidates for nomination for, election to or retention in public office at said election, in which case an election on the proposition to issue said bonds shall be held on the 1st day of April, 2025. The Circuit Court may declare that an emergency referendum should be held prior to either of said election dates pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed with the Village Clerk within said 30-day period, the Bonds shall be authorized to be issued.

By order of the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, this 19th day of August, 2024.

Jessi Watkins  
Village Clerk, Village of North Aurora,  
Kane County, Illinois

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) of the Village of North Aurora, Kane County, Illinois, in an aggregate principal amount not to exceed \$17,000,000 for the purpose of paying the costs of constructing and equipping a new Public Works facility in and for the Village.

\* \* \*

WHEREAS, the Village of North Aurora, Kane County, Illinois (the "*Village*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended (the "*Code*"); and

WHEREAS, the President and Board of Trustees of the Village (the "*Board*") has determined that it is advisable, necessary and in the best interests of the Village to construct and equip a new Public Works facility in and for the Village (the "*Project*"), in accordance with the preliminary plans and estimate of costs now on file in the office of the Village Clerk; and

WHEREAS, the estimated total cost of the Project, including engineering, legal, financial, bond discount, printing and publication costs, and other expenses, is not less than \$17,000,000, and there are insufficient funds on hand and lawfully available to pay such cost; and

WHEREAS, it is necessary and for the best interests of the Village that the Project be constructed and, in order to finance the cost thereof, it will be necessary for the Village to issue up to \$17,000,000 of alternate bonds, being general obligation bonds payable from collections distributed to the Village from those taxes imposed by the State of Illinois (the "*State*") pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailers' Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future, as authorized to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Alternate Bonds*"); and

WHEREAS, if the above-mentioned revenue source is insufficient to pay the Alternate Bonds, ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Alternate Bonds:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

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

*Section 2. Determination to Issue Bonds.* It is necessary and in the best interests of the Village to construct the Project, in accordance with the estimates as hereinabove described, and there are hereby authorized to be issued and sold the Alternate Bonds in an aggregate principal amount not to exceed \$17,000,000 to pay the cost thereof.

*Section 3. Publication.* This Ordinance, together with a notice in the statutory form (the "Notice"), shall be published once within ten (10) days after passage hereof by the Board in the *Daily Herald*, being a newspaper of general circulation in the Village, and if no petition, signed by 937 electors of the Village, the same being equal to 7.5% of the registered voters in the Village, asking that the question of the issuance of the Alternate Bonds be submitted to referendum is filed with the Village Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the Alternate Bonds shall be authorized to be issued. A petition form shall be provided by the Village Clerk to any individual requesting one.

*Section 4. Additional Ordinances.* If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Alternate Bonds, prescribing all the details of the Alternate Bonds, so long as the

maximum amount of the Alternate Bonds as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Such additional ordinances or proceedings shall in all instances become effective in accordance with applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Alternate Bonds under applicable law.

*Section 5. Reimbursement.* To the extent that the Alternate Bonds are issued such that the interest thereon is excludible from gross income of the owners thereof for federal income tax purposes, none of the proceeds of the Alternate Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except architectural or engineering costs incurred prior to commencement of the Project or expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Project paid within 60 days prior to the date hereof or on any date after the date hereof and prior to issuance of the Alternate Bonds.

*Section 6. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 7. *Repealer.* All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the President and Board of Trustees of the Village on the 19th day of August, 2024.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED on August 19, 2024

\_\_\_\_\_  
President, Village of North Aurora,  
Kane County, Illinois

PUBLISHED in the *Daily Herald* on August \_\_\_\_, 2024.

RECORDED in the Village Records on August 19, 2024.

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of North Aurora,  
Kane County, Illinois

Trustee \_\_\_\_\_ moved and Trustee \_\_\_\_\_ seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAY: \_\_\_\_\_

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

\_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KANE        )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of North Aurora, Kane County, Illinois (the “*Village*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees thereof (the “*Board*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 19th day of August, 2024, insofar as same relates to the adoption of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) of the Village of North Aurora, Kane County, Illinois, in an aggregate principal amount not to exceed \$17,000,000 for the purpose of paying the costs of constructing and equipping a new Public Works facility in and for the Village.

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

I do further certify that the deliberations of the Board on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that a true, complete and correct copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict accordance with the provisions of the Illinois Municipal Code, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the Board has complied with all of the applicable provisions of said Code and said Acts and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 19th day of August, 2024.

\_\_\_\_\_  
Village Clerk, Village of North Aurora,  
Kane County, Illinois

[SEAL]



**PETITION**

To the Village Clerk of the Village of North Aurora, Kane County, Illinois:

We, the undersigned, being registered voters of the Village of North Aurora, Kane County, Illinois, do hereby petition you to cause the following question to be certified to the County Clerk of The County of Kane, Illinois, and submitted to the electors of said Village at the next election at which said proposition lawfully may be submitted to said voters:

“Shall the Village of North Aurora, Kane County, Illinois, pay the costs of constructing and equipping a new Public Works facility in and for the Village, and issue its general obligation alternate bonds to the amount of \$17,000,000 (said bonds being general obligation bonds for which real property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from collections distributed to the Village from those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailers’ Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State of Illinois in the future) for the purpose of paying the costs thereof?”

SIGNATURE	PRINTED NAME	STREET ADDRESS OR RURAL ROUTE NUMBER	VILLAGE	COUNTY
_____	_____	_____	North Aurora,	Kane County
_____	_____	_____	North Aurora,	Kane County
_____	_____	_____	North Aurora,	Kane County
_____	_____	_____	North Aurora,	Kane County
_____	_____	_____	North Aurora,	Kane County
_____	_____	_____	North Aurora,	Kane County
_____	_____	_____	North Aurora,	Kane County
_____	_____	_____	North Aurora,	Kane County
_____	_____	_____	North Aurora,	Kane County
_____	_____	_____	North Aurora,	Kane County

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is \_\_\_\_\_ (Street Address), North Aurora, Kane County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said Village and that their respective residences are correctly stated therein.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

\_\_\_\_\_  
 Illinois Notary Public  
 My commission expires \_\_\_\_\_  
 (NOTARY SEAL)

# Village of North Aurora Memorandum



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**To:** President and Village Board of Trustees

**From:** Jason Paprocki, Finance Director

**CC:** Steven Bosco, Village Administrator

**Date:** August 19, 2024

**RE:** Chapman and Cutler Engagement Letter

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The Village has utilized Chapman and Cutler for bond counsel services for over 20 years. With the anticipated bond issuance for the new Public Works facility approaching, staff reached out to Chapman and Cutler provide an engagement letter for services. Key services to be provided by Chapman and Cutler include:

- Review relevant Illinois law relating to the Village's legal status and power in bond issuance
- Review all tax implications of bond issuance
- Prepare and review bond documents
- Render legal opinion on the validity of the bonds

Staff anticipates a bond issuance of \$14 million for the Public Works facility. Fees for a \$14 million bond issuance are anticipated to be \$45,000. Bond counsel fees would be paid at or shortly after the bond closing date.

A copy of Chapman and Cutler's engagement letter is attached to the resolution for approval.



VILLAGE OF  
**NORTH**  
AURORA

VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Resolution No. \_\_\_\_\_

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**RESOLUTION APPROVING AN ENGAGEMENT LETTER  
WITH CHAPMAN AND CUTLER**

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Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2024

Published in Pamphlet Form  
by authority of the Board of Trustees of the  
Village of North Aurora, Kane County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2024  
by \_\_\_\_\_.

Signed \_\_\_\_\_

**Resolution No. \_\_\_\_\_**  
**Resolution Approving an Engagement Letter with Chapman and Cutler**

**WHEREAS**, the Village of North Aurora (“the Village”) desires to undertake the process of issuing General Obligation Alternate Revenue Source bonds (“the bonds”) for the purpose of financing the construction of a Public Works facility; and

**WHEREAS**, the Village has determined that it is necessary to engage the services of Bond Counsel as part of the process; and

**WHEREAS**, the Village has utilized Chapman and Cutler LLP in the past for prior bond issuances and bond refundings, and Chapman and Cutler LLP is qualified and willing to serve as Bond Counsel; and

**WHEREAS**, Chapman and Cutler LLP has provided the Village with a proposed Engagement Letter outlining the services to be performed in this matter and terms of service.

**NOW, THEREFORE**, be it resolved by the President and Board of Trustees of the Village of North Aurora, as follows:

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Agreement from Chapman and Cutler attached hereto and incorporated as Exhibit “A” is hereby approved.
3. The Village Finance Director and Village Administrator are hereby authorized and directed to enter into a formal Engagement Letter with Chapman and Cutler and proceed with the bond issuance process as provided for in the Agreement.
4. This Resolution shall take immediate full force and effect from and after its passage and approval.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

Jason Christiansen \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird 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 \_\_\_\_\_, 2024 A.D.

\_\_\_\_\_  
Village President Mark Gaffino

ATTEST:

\_\_\_\_\_  
Village Clerk

August 13, 2024

Jason A. Paprocki  
Finance Director  
Village of North Aurora

Re: Village of North Aurora,  
Kane County, Illinois (the "*Village*")  
General Obligation Bonds (Alternate Revenue Source), Series 2024

Dear Jason:

We are pleased to provide an engagement letter for our services as bond counsel for the bonds in reference (the "*Bonds*"). For convenience and clarity, we may refer to the Village in its corporate capacity and to you, the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village, collectively as "*you*" (or the possessive "*your*"). You have advised us that the purpose of the issuance of the Bonds is to finance construction of a new public works facility. You are retaining us for the limited purpose of rendering our customary approving legal opinion as described in detail below.

A. DESCRIPTION OF SERVICES

As Bond Counsel, we will work with you and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the Village (all of whom are referred to as the "*Bond Purchasers*"), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the "*Participants*"). We intend to undertake each of the following (the "*Services*") as necessary:

1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the Village or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes financed with the proceeds of the Bonds (the "*Project*").

Jason A. Paprocki  
August 13, 2024  
Page 2

3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.

4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. We understand that the Bond Purchasers will undertake to independently perform their due diligence investigation with respect to the Bonds and may retain counsel to assist them with their due diligence investigation with respect to the Bonds. We further understand that the Village will be assisted in the preparation of sale documents and in the process of the sale itself by its municipal advisor. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith) and the description of the federal tax treatment of interest on the Bonds.

6. Prepare or review all pertinent proceedings to be considered by the governing body of the Village; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.

7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.

8. Render our legal opinion regarding the validity of the Bonds, the source of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "*Bond Opinion*") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "*Closing*"). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at Part D. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

**B. LIMITATIONS; SERVICES WE DO NOT PROVIDE**

Our Services as Bond Counsel are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our Services *do not* include:

Jason A. Paprocki  
August 13, 2024  
Page 3

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the Village, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the Village. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.

2. Except as described in Paragraph (A)(5) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds (which may be referred to as the “*Official Statement*”) or performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement or rendering any advice, view or comfort that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Please see our comments below at Paragraphs (D)(5) and (D)(6).

3. Independently establishing the veracity of certifications and representations of you or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as “EMMA”) to verify the information relating to the Bonds to be provided by the Bond Purchasers, and we will not undertake a review of your website to establish that information contained corresponds to that which you provide independently in your certificates or other transaction documents.

4. Supervising any state, county or local filing of any proceedings held by the governing body of the Village incidental to the Bonds.

5. Preparing any of the following — requests for tax rulings from the Internal Revenue Service (the “*IRS*”), blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation.

6. Opining on securities laws compliance or as to the continuing disclosure undertaking pertaining to the Bonds; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

7. After Closing, providing continuing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; *e.g.*, we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose, we will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and we are not retained to respond to IRS audits.

Jason A. Paprocki  
August 13, 2024  
Page 4

8. Any other services not specifically set forth above in Part A.

C. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the Village will be our client, and an attorney-client relationship will exist between us. However, our Services as Bond Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under state law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. We may represent the Bond Purchasers in other matters not related to the Bond transaction. Prior to execution of this engagement letter we may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. We are advising you, and you understand that the Village consents to our representation of it in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the Village in this transaction are clients in other unrelated matters. Your acceptance of our services constitutes consent to these other engagements. Neither our representation of the Village nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the Village or the defense of a claim asserted by the Village. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Circular 230 as promulgated by the U.S. Department of Treasury (“*Circular 230*”) provides rules of professional conduct governing tax practitioners. Circular 230 includes provisions regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, Circular 230 requires your consent to conflicts of interest be given in writing within 30 days of the date of this letter. If we have not received all of the required written consents by this date, we may be required under Circular 230 to “promptly withdraw from representation” of the Village in this matter.



Jason A. Paprocki  
August 13, 2024  
Page 5

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the “*governmental units*”). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the Village is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the Village and such other governmental unit or withdrawal from representation.

We anticipate that the Village will have its general or special counsel available as needed to provide advocacy in the Bond transaction and has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter; and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the issuance of the Bonds.

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the governing body of the Village at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences

Jason A. Paprocki  
August 13, 2024  
Page 6

affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.

4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. Issuing the Bonds as “securities” under State and Federal securities laws is a serious undertaking. As the issuer of the Bonds, the Village is obligated under the State and Federal securities laws to disclose all material facts. The Village’s lawyers, financial advisers and bankers can assist the Village in fulfilling these duties, but the Village in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the governing body of the Village also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

7. We are also concerned about the adoption by the Village of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. We are aware of the provisions of the State Officials and Employees Ethics Act and will assume that you are aware of these provisions as well and that the Village has adopted proceedings that are only as restrictive as such Act. However, if the Village has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, we assume and are relying upon you to advise us of same.

Jason A. Paprocki  
August 13, 2024  
Page 7

E. FEES

As is customary, we will bill our fees as Bond Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly. The continuation of this agreement is dependent upon our fee as Bond Counsel being mutually agreeable to you and to us.

Our statement of charges is customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts; we generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges.

The undersigned will be the attorney primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

F. RISK OF AUDIT BY INTERNAL REVENUE SERVICE

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the Village as the taxpayer for purposes of the examination. As noted in Paragraph 7 of Part B above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the Village in the matter.

G. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the Village and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide the Participants a bond transcript, in an electronic format, pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed.

Jason A. Paprocki  
August 13, 2024  
Page 8

Please note that you are engaging us as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to Closing, any other papers and property provided by the Village will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, your website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that we are permitted to make such documents or information available to other persons in our reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, resolutions or ordinances, or like documents as assembled and made public in a governmental securities offering.

In addition, we employ cloud-based applications to transmit and to store some or all information concerning this engagement, including the confidential or personal information you provide us. This means that the information you provide with respect to this engagement will not necessarily be stored within our firm or our network, but rather on a third-party's servers, which is commonly referred to as being stored in the cloud. We have reviewed the terms of use, policies, procedures and security practices of each cloud provider we use and your information will be encrypted while in transit to that third party's servers and while at rest in the cloud. While we cannot provide any type of guarantee about the security of the information stored in the cloud, we have concluded the respective cloud providers' practices are compatible with our professional obligations regarding confidential treatment of your information. If you have any concerns about the cloud applications we use please contact us and we will be glad to discuss them further with you.

Jason A. Paprocki  
August 13, 2024  
Page 9

We call your attention to the Village's own record keeping requirements as required by the IRS. Answers to frequently asked questions pertaining to those requirements can be found on the IRS' website under frequently asked questions related to tax-exempt bonds at [www.irs.gov](http://www.irs.gov) (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"), and it will be your obligation to comply for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years.

H. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer not later than 30 days after the date of this letter, retaining the original for your files. Please note that if we perform Services prior to your executing this engagement letter, this engagement letter shall be effective as of the date we have begun rendering the Services. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By  \_\_\_\_\_  
Kyle W. Harding

Accepted and Approved:

VILLAGE OF NORTH AURORA,  
KANE COUNTY, ILLINOIS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

KWH  
Enclosure

# Village of North Aurora Memorandum



**To:** President and Village Board of Trustees

**From:** Jason Paprocki, Finance Director

**CC:** Steven Bosco, Village Administrator

**Date:** August 19, 2024

**RE:** Speer Financial Engagement Letter

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The Village has an active Financial Services agreement with Speer Financial, Inc. (“Speer”) dating back to 2014. Over the years, Speer has assisted the Village with bond issuance, bond refunding, and annual debt disclosure requirements. Staff reached out to Speer to obtain an engagement letter to assist with a debt issuance for the new Public Works Facility. Services Speer would provide during this engagement include:

- Assist with required resolutions/ordinances
- Coordinate the credit rating process
- Prepare all necessary documents related to the issuance
- Conduct the bond sale
- Review all bids and make a recommendation

Fees charged by Speer follow the 2014 Financial Services agreement and are consistent with the 2017 water capital issuance. The fee structure is \$6,000 plus  $\frac{1}{4}$  of 1% in excess of \$2 million. Staff anticipates a bond issuance of \$14 million for the Public Works facility. At the projected issuance of \$14 million, fees paid to Speer are estimated at \$36,000.

A copy of Speer’s proposed engagement letter is attached to the resolution for approval. In addition, a sample timeline of the bond issuance process is included for review.



VILLAGE OF  
**NORTH**  
AURORA

VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Resolution No. \_\_\_\_\_

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**RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH  
SPEER FINANCIAL, INC.**

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Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2024

Published in Pamphlet Form  
by authority of the Board of Trustees of the  
Village of North Aurora, Kane County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2024  
by \_\_\_\_\_.

Signed \_\_\_\_\_

**Resolution No. \_\_\_\_\_**  
**Resolution Approving an Engagement Letter with Speer Financial, Inc.**

**WHEREAS**, the Village of North Aurora (“the Village”) desires to undertake the process of issuing General Obligation Alternate Revenue Source bonds (“the bonds”) for the purpose of financing the construction of a Public Works facility; and

**WHEREAS**, the Village has determined that it is necessary to engage the services of a Municipal Advisor as part of the process; and

**WHEREAS**, the Village has utilized Speer Financial, Inc. in the past for prior bond issuances and bond refundings, and Speer Financial, Inc. is qualified and willing to serve as Municipal Advisor; and

**WHEREAS**, the Village entered into a Financial Services Agreement with Speer Financial, Inc in 2014; and

**WHEREAS**, Speer Financial, Inc. has provided the Village with a proposed Engagement Letter outlining the services to be performed in this matter and terms of service.

**NOW, THEREFORE**, be it resolved by the President and Board of Trustees of the Village of North Aurora, as follows:

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Agreement from Speer Financial, Inc. attached hereto and incorporated as Exhibit “A” is hereby approved.
3. The Village Finance Director and Village Administrator are hereby authorized and directed to enter into a formal Engagement Letter with Speer Financial, Inc. and proceed with the bond issuance process as provided for in the Agreement.
4. This Resolution shall take immediate full force and effect from and after its passage and approval.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

Jason Christiansen \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird 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 \_\_\_\_\_, 2024 A.D.

\_\_\_\_\_  
Village President Mark Gaffino

ATTEST:

\_\_\_\_\_  
Village Clerk



DANIEL FORBES  
*President*

RAPHALIATA MCKENZIE  
*Senior Vice President*

MAGGIE BURGER  
*Senior Vice President*

ANTHONY MICELI  
*Senior Vice President*

MARK JERETINA  
*Senior Vice President*

AARON GOLD  
*Vice President*

August 9, 2024

Mr. Jason Paprocki  
Finance Director  
Village of North Aurora  
25 East State Street  
North Aurora, Illinois 60542

Re: Village of North Aurora, Illinois  
Issuance of General Obligation Bonds (Alternate Revenue Source), Series 2024

Dear Jason:

Speer Financial, Inc. (“Speer”) is pleased to provide this Engagement Letter to the Village of North Aurora, Illinois (the “Client”) for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the “Bonds”). The purpose of the issuance of the Bonds, briefly stated, is to finance a new public works facility (the “Project”).

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the “Engagement”) as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions.

**Services.** Speer agrees to provide to the Client the municipal advisory services (the “Services”) set forth in the attached **Exhibit A**. Certain limitations to Speer’s Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer’s Engagement. These terms are detailed in the attached **Exhibit C**.

**Authorization.** It is Speer’s understanding that the **Finance Director** of the Client (the “Client Contact”) are authorized to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contact when receiving direction from such Client Contact in the course of Speer providing its Services.

**Term and Termination.** Speer’s Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party. If the Client terminates the Engagement prior to the issuance of the Bonds, Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

**Compensation.** Speer's compensation for Services on the Bonds is set forth below.

As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

Municipal Advisory Services:	\$6,000 plus ¼ of 1% of municipal securities issued in excess of \$2,000,000
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This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds.

This fee does not include the payment of Speer's out-of-pocket costs as further described in **Exhibit B**. See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

**Representations of Client.** The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

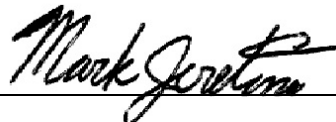
**Required Disclosures.** Speer is registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). MSRB Rule G-42 requires that Speer provide the Client with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. MSRB Rule G-10 requires that Speer provide certain disclosures related to the MSRB's webpage and the availability of a municipal advisory client brochure. Such disclosures are provided in the attached **Exhibit D**. Should the Client have any questions or concerns with these disclosures, the Client should promptly contact Speer.

**Risk Disclosure.** Each form of financing has particular financial characteristics and inherent risks. Provided in the attached **Exhibit E** is a general description of the most commonly used security structures of fixed rate municipal bonds in Illinois as well disclosures on the risks of each structure known to Speer at this time. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By:   
Its: Senior Vice President

## EXHIBIT A

### SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR THE VILLAGE OF NORTH AURORA

#### **Financial Planning Services**

1. *Orientation*: Reviewing the Client's current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
2. *Coordination*: Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.
3. *Consultation*: Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan, as requested.
4. *Planning*: Developing a debt financing plan that includes all or some of the following:
  - a. Maturity Schedules - Provide preliminary maturity schedules relating to the financing.
  - b. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.
  - c. Financing Distribution List – Prepare a listing of the individuals and firms that will serve on the transaction.

## Competitive Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the selected rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document, Notice of Sale and Bid Form:*
  - a. Preparation of Documents - Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a "Disclosure Document"), Notice of Sale and Bid Form, if not being otherwise prepared by another party involved with the transaction. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project or Bonds, if not otherwise being prepared by another party involved with the transaction.
  - b. Notice of Sale Publication - Prepare, as necessary, and disseminate a Notice of Sale.
  - c. Encouragement to Bidders - Circulate the preliminary Disclosure Document by posting the document to [www.speerfinancial.com](http://www.speerfinancial.com), as well as notifying applicable municipal bond industry publications of the pending sale and posting the Disclosure Document and bidding details to a competitive bid platform, such as [www.speeracution.com](http://www.speeracution.com). Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to the Client for distribution to local banks and elected officials.
  - d. Bid Opening, Analysis and Recommendations - Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.
4. *Preparation For Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including the preparation and dissemination of a closing letter.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

## EXHIBIT B

### LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A**. Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.
2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.
3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.
4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.
5. Participating in the underwriting of the debt, as prohibited by Federal securities law.
6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.
7. Verifying the accuracy of audited and unaudited financial statements.
8. Giving advice on the investment of securities proceeds.
9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.
10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and printing and copying costs.
11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

## EXHIBIT C

### OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.
2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.
3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

## EXHIBIT D

## **REQUIRED DISCLOSURES**

### **1. DISCLOSURE OF CONFLICTS OF INTEREST**

#### **A. Various Forms of Compensation**

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

**Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of

compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

### **B. Other Material Conflicts of Interest**

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Engagement Letter.

As of the date of this Engagement, Speer is unaware of any material conflicts of interest.

## **2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION**

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

**Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

**How to Access Form MA and Form MA-I Filings.** Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944>

**Most Recent Change in Legal or Disciplinary Event Disclosure.** Speer has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

## **3. FUTURE DISCLOSURES**

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

## **4. G-10 DISCLOSURE**

The Municipal Securities Rulemaking Board's (MSRB) webpage address is: [www.msrb.org](http://www.msrb.org)

Posted on the MSRB's webpage is a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.



## EXHIBIT E

### FINANCIAL CHARACTERISTICS AND RISKS OF MUNICIPAL BONDS IN ILLINOIS

The following is a general description of the financial characteristics, security structures and risks of municipal fixed rate bonds ("Municipal Bonds") issued in Illinois. The risks being disclosed in this Exhibit E are those that are known to Speer at this time and should be considered by the Client prior to deciding whether to issue Municipal Bonds. If you have any questions or concerns about any disclosure made, please notify Speer immediately.

#### **Financial Characteristics**

***Maturity and Interest.*** Municipal Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Municipal Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Municipal Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

***Redemption.*** Municipal Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Municipal Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Municipal Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

#### **Security**

Payment of principal of and interest on a municipal security, including Municipal Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

***General Obligation Bonds.*** "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below). General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

**Limited Bonds.** Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Extension Limitation Law*"), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (*the "Base"*), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

**Alternate Bonds.** Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for

a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

- (a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;
- (b) debt service on all outstanding revenue bonds payable from such enterprise revenues;
- (c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;
- (d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and
- (e) in each year, an amount not less than 1.25 times debt service on all:
  - (i) outstanding alternate bonds payable from such enterprise revenues; and
  - (ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending on a date that is not more than 18 months prior to the date of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

***Debt Certificates.*** You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee- seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee- seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

***Special Service Area Bonds.*** When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

**Revenue Bonds.** "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor.

Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

**Tax Increment Financing.** Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public

and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

### **Risk Considerations**

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

***Issuer Default Risk.*** You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

***Redemption Risk.*** Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

***Refinancing Risk.*** If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

**Reinvestment Risk.** You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

**Tax Compliance Risk.** The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

# Village of North Aurora Memorandum



**To:** President and Village Board of Trustees

**From:** Jason Paprocki, Finance Director

**CC:** Steven Bosco, Village Administrator

**Date:** August 19, 2024

**RE:** FY 2023-24 Budget Amendment #3

The Village's policy for amending the budget requires approval by the Village Board for budget transfers between departments in the General Fund and any increase in the total budget of a fund. Staff is close to finalizing the closing journal entries for fiscal year 2023-24 and has prepared a budget amendment for the following funds and accounts:

## **General Fund – Transfer to Capital Projects**

The fiscal year 2023-24 budget included a transfer of \$600,000 from the General Fund to Capital Projects Fund. Due to the positive operating results of the General Fund, staff is recommending an additional \$2,000,000 transfer to the Capital Projects Fund. This would bring the total transfer to Capital Projects to \$2,600,000 for FY 23-24. Consistent with prior years, surplus revenues are transferred from the General Fund to the Capital Projects Fund to help fund future road, facility, and other infrastructure projects.

## **Liability Insurance Fund – Budget Amendment**

Admin/Finance, Unemployment Tax (14-430-4150) – This budget was increased \$2,245, to a total budget of \$10,245. This relates to higher unemployment taxes than anticipated.

Admin/Finance, Insurance Claims (14-430-4774) – This budget was increased \$53,680, to a total budget of \$78,680. This relates to claims on hail damage to Police vehicles.

Admin/Finance, Liability Coverage (14-430-4944) – This budget was increased \$14,300, to a total budget of \$362,800. This relates to a higher annual policy increase than estimated.

## **Tourism Fund – Budget Amendment**

Admin/Finance, North Aurora Days Expenses (15-430-4751) – This budget was increased \$1,840, to a total of \$54,205. This relates to additional entertainment and supplies spent on the 2023 North Aurora Days event than projected.



**Police Pension Fund – Budget Amendment**

Admin/Finance, Service Pensions (80-430-4711) – This budget was increased \$45,895, to a total of \$1,284,745. This relates to additional retirements during the year than originally projected.



**VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS**

**Ordinance No. \_\_\_\_\_**

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**AN ORDINANCE APPROVING THE 3<sup>RD</sup> BUDGET AMENDMENT  
FOR FISCAL YEAR 2023-24**

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**Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2024**

**Published in Pamphlet Form  
by authority of the Board of Trustees of the  
Village of North Aurora, Kane County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2024  
by \_\_\_\_\_.**

**Signed \_\_\_\_\_**

VILLAGE OF NORTH AURORA

Ordinance No. \_\_\_\_\_  
An Ordinance Approving the 3<sup>rd</sup> Budget Amendment for Fiscal Year 2023-24

WHEREAS, the Village of North Aurora has adopted the Budget Act, and approved a Budget for the 2023-24 Budget Year (hereinafter “budget year”); and

WHEREAS, the corporate authorities of the Village have the authority to revise the budget without notice as long as the revisions do not increase the total budget of the Village beyond the funds that are available.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The budget amendment summarized in the document attached hereto and incorporated herein as Exhibit “A” are hereby approved by the corporate authorities.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2024 A.D.

Jason Christiansen \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird 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 \_\_\_\_\_, 2024 A.D.

\_\_\_\_\_  
Mark Gaffino, Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**Village of North Aurora**  
**FY 2023-24**  
**Exhibit "A"**  
**Budget Amendment #3**

<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Account Number</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Revised Budget</b>
General	Transfers	Transfer To Capital Projects	01-495-4970	600,000	2,000,000	2,600,000
<b>TOTAL GENERAL</b>					<b>\$ 2,000,000</b>	
Liability Insurance	Admin/Finance	Unemployment Tax	14-430-4150	\$ 8,000	\$ 2,245	\$ 10,245
Liability Insurance	Admin/Finance	Insurance Claims	14-430-4774	25,000	53,680	78,680
Liability Insurance	Admin/Finance	Liability Coverage	14-430-4944	348,500	14,300	362,800
<b>TOTAL LIABILITY INSURANCE</b>					<b>\$ 70,225</b>	
Tourism	Admin/Finance	North Aurora Days Expenses	15-430-4751	\$ 52,365	\$ 1,840	\$ 54,205
<b>TOTAL TOURIM FUND</b>					<b>\$ 1,840</b>	
Police Pension	Admin/Finance	Service Pensions	80-430-4711	\$ 1,238,850	\$ 45,895	\$ 1,284,745
<b>TOTAL POLICE PENSION</b>					<b>\$ 45,895</b>	