

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 4, 2022

6:00 P.M.

Village Board meeting is being held virtually to the public until further notice due to the pandemic.

All matters on the Agenda may be discussed, amended and acted upon

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the March 21, 2022 Village Board Meeting.
2. Approval of Minutes of the March 21, 2022 Special Workshop Meeting.

C. LISTENING POST:

1. Introduction of Brad Fink, Assistant Director of Public Works.
2. Proclaiming April Sikh Awareness Month.
3. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

If you are here for an item, which is added to the consent agenda and approved, the Village Board has acted favorably on your request.

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Agreements for Professional Services – B&F Construction Code Services, Inc. *Staff recommends approval of the proposals for Professional Services and Independent Contractor’s Agreement with B&F Construction Code Services for consultant services not to exceed \$55,000 in aggregate during FY22/23.*
2. Personnel Policy Revisions. *Amendments to Chapter 1S-Victims’ Economic Security & Safety Leave and Chapter 3A-Equal Employment Policy.*
3. Request to formally approve the purchase of eight (8) Ford Police Utility Vehicles as part of the Suburban Purchasing Cooperative contract for a total cost of \$307,280.

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4. Professional Services Contract for Police Department Interior Renovations. *Staff recommends approval of a Professional Services Contract with FGM Architects in the amount of \$39,400 for design and construction documents and not to exceed \$25,000 for services related to bidding and construction administration on the Police Department Interior Renovations project.*

I. ORDINANCES:

1. Ordinance No. 2022-04-____, An Ordinance amending Section 13-3-13 of the Village Code pertaining to Water and Sewer Rates. *This ordinance increases the standard billing rate for water services from \$8.38 to \$8.69 per 1,000 gallons metered and the standard billing rate for sewer services from \$4.66 to \$4.90 per 1,000 gallons of metered water use. The \$0.55 rate adjustment represents an increase of 4.2% from rates that were last adjusted on May 1, 2020 and is necessary for the ongoing operation and maintenance of the water distribution and sanitary sewer collection and treatment systems. The new rates will take effect May 1, 2022 and will result in an increase of \$3.30 per month for a customer using 6,000 gallons of water. Carol Stream has among the lowest water and sewer rates among all DuPage Water Commission communities.*

J. RESOLUTIONS:

1. Resolution No. ____ Authorizing the Execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement Supplement #1 for Federal Participation with regard to the Fair Oaks Safety Improvements Project from Judith Lane to Riviera Court in the amount of \$13,866.00.

K. NEW BUSINESS:

1. Raffle License Application – Carl Sandburg Elementary School PTA. *Request for approval of a Raffle License and waiver of the fee and manager's fidelity bond for their Trivia Night fundraiser and 50/50 raffle to be held at the American Legion Post 76 on May 7, 2022.*

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L. PAYMENT OF BILLS:

1. Regular Bills: March 22, 2022 through April 4, 2022.
2. Addendum Warrants: March 22, 2022 through April 4, 2022.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:

N. EXECUTIVE SESSION:

1. Deliberations concerning salary schedules for one or more classes of employees pursuant to 5/ILCS 120/2(c) (2).

O. ADJOURNMENT:

LAST ORDINANCE	2022-03-16	LAST RESOLUTION	3240
NEXT ORDINANCE	2022-04-17	NEXT RESOLUTION	3241

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue,
Carol Stream, DuPage County, IL

March 21, 2022

Mayor Pro Tem Matt McCarthy called the Regular Meeting of the Board of Trustees to order at 6:00 p.m. and requested that Village Clerk Julia Schwarze call the roll.

Present: Trustees Jeff Berger, Tom Garvey, John Zalak, Rick Gieser, Mary Frusolone, Matt McCarthy and Village Clerk Julia Schwarze

Absent: Mayor Frank Saverino, Sr.

Also Present: Village Manager Bob Mellor, Assistant to the Village Manager Tia Messino, Finance Director Jon Batek, Community Development Director Don Bastian, Director of Engineering Services Bill Cleveland, Public Works Director Phil Modaff, Chief of Police Bill Holmer, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera, and Village Attorney Jim Rhodes

MINUTES:

Trustee Gieser moved and Trustee Frusolone made the second to approve the Minutes of the March 7, 2022 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

Trustee Zalak moved and Trustee Berger made the second to approve the Minutes of the March 7, 2022 Special Workshop Meeting. The results of the roll call vote were as follows:

Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

LISTENING POST:

1. Carol Stream Fire Protection District – ISO Class 1 Fire Department. *Press Release read by Village Clerk Schwarze.*
2. Proclaiming March Women’s History Month. *Proclamation read by Trustee Frusolone.*
3. Addresses from Audience: *None.*

PUBLIC HEARINGS:

None.

CONSENT AGENDA:

Trustee Frusolone moved and Trustee Berger made the second to establish a Consent Agenda for this meeting. The results of the roll call vote were as follows:

Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy
Nays: 0
Abstain: 0
Absent: 0

The motion passed.

Trustee Frusolone moved and Trustee Gieser made the second to place the following items on the Consent Agenda established for this meeting. The results of the roll call vote were as follows:

Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy
Nays: 0
Abstain: 0
Absent: 0

The motion passed.

Trustee Frusolone moved and Trustee Garvey made the second to approve the Consent Agenda for this meeting by Omnibus Vote. The results of the roll call vote were as follows:

Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy
Nays: 0
Abstain: 0
Absent: 0

The motion passed.

The following items were approved on the Consent Agenda for this meeting:

Approval of Amendment No. 6 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center (WRC):

The Village Board approved Amendment No. 6 to the Agreement for Operations, Maintenance and Management Services of the WRC in the amount of \$2,037,002 for the period May 1, 2022 through April 30, 2023.

Award of Contract for the 2022 Flexible Pavement Project:

The Village Board awarded the 2022 Flexible Pavement project to Arrow Road Construction Company at the bid unit price of \$2,444,495.50.

Kuhn Road Bike Path – Design Supplement #2:

The Village Board approved the Design Supplement #2 for the Kuhn Road Bike Path in the amount of \$7,491.00.

**2021 Drainage Improvements and Public Detention Retrofit Project-
Change Order No. 1:**

The Village Board approved Change Order No. 1 with Scanlon Excavating and Concrete, Inc. in the amount of \$30,027.80 for the 2021 Drainage Improvements Project.

Alcohol Concession Agreement – 2022 Summer Concert Series:

The Village Board approved the Summer Concert Series Alcohol Concession Agreement with the Carol Stream Rotary Club to provide beer, wine, hard seltzer and hard cranberry lemonade during the 2022 Summer Concert Series at the Ross Ferraro Town Center.

Formal Request to purchase three (3) vehicles for Police Administration:

The Village Board formally approved the purchase of 3 vehicles from Joe Cotton Ford for a total amount inclusive of dealer fees of \$105,595.72.

Ordinance No. 2022-03-16 correcting scrivener’s errors in Ordinance 2021-08-33:

The Village Board approved Ordinance No. 2022-03-16 correcting typographical errors from Ordinance 2021-08-33, related to Article 5, Section 8 (Fences) of the Unified Development Ordinance.

Resolution No. 3240 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board declared a 2006 Dodge Caravan #657 surplus and authorized its sale through the Police Department.

Amplification Permit – Carol Stream Chamber of Commerce:

The Village Board approved an amplification permit and waived the fee for their “Taste of Carol Stream” to be held on June 11, 2022 from 11:30 a.m. to 3:00 p.m. at the Ross Ferraro Town Center.

Raffle License Application – Spring Trail Elementary School PTO:

The Village Board approved a raffle license and waiver the fee and manager’s fidelity bond for their raffle to be held on May 2, 2022 with presales starting April 28, 2022.

Raffle License Application – Medinah Shriners:

The Village Board approved a raffle license and waiver of the fee and manager’s fidelity bond for their raffle to be held on April 24, 2022 at the American Legion Post 76 Hall.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated March 21, 2022 in the amount of \$1,231,670.69. The Village Board approved the payment of Addendum Warrant of Bills from March 8, 2022 thru March 21, 2022 in the amount of \$674,541.80.

Treasurer’s Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the month ended February 28, 2022.

Non-Consent Agenda Items:

- 1. Agenda item H.1. was pulled off the consent agenda by Trustee McCarthy in order to hear clarification from Village Attorney Rhodes on changes to agreement terms and conditions. Once additional information was provided by Attorney Rhodes on the changes, Trustee Frusolone moved and Trustee Gieser made the second to approve the Engineering Services Agreement with Christopher B. Burke Engineering Ltd. for construction engineering services for painting and minor repairs to Tower #4 in the amount of \$43,846. The results of the roll call vote were as follows:*

Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

2. *Agenda item H.8., regarding approval of a Professional Services Contract with FGM Architects in the amount of \$39,400 for design and construction documents and not to exceed \$25,000 for services related to bidding and construction administration on the Police Department Interior Renovations project, was pulled off the consent agenda by Trustee McCarthy in order to obtain additional cost information before presenting to the Board for approval in a future meeting.*

REPORT OF OFFICERS:

Trustee Berger congratulated Trustee McCarthy on a successful Relay for Life Bags Tournament; in honor of Women's History Month recognized his mother and daughters for being strong women; and congratulated Purdue on making the Sweet 16.

Trustee Garvey congratulated the Fire District on achieving the impressive ISO Class 1 rating.

Trustee Zalak congratulated the Fire Department and Public Works on working together to achieve the prestigious Fire Department Class 1 ISO rating; thanked everyone who came out to Village Tavern to support his son's baseball team and a wonderful Carol Stream establishment; and asked everyone to keep first responders and the military in their thoughts and prayers.

Trustee Gieser congratulated the Fire District on earning the ISO Class 1 rating, not only as a testament to how safe our fire department keeps our residents, but also as an impetus for reduced insurance rates for local individuals and businesses; gave a brief history of female leaders in Carol Stream in honor of the Women's History Month Proclamation; reiterated details for the July 2nd parade which can be found at carolstreamparade.com; and recognized the passing of Hubert Watkins, a former Carol Stream Police Chief and Fire Board Trustee and extended the invitation to attend his memorial service on March 23rd.

Trustee Frusolone expressed gratitude for being able to read the Women's History Month Proclamation and gave a shout-out to her dad and the strong women in her family; congratulated the Fire Department on their Class 1 ISO achievement; thanked Assistant to the Village Manager Messino for her hard work obtaining Concert Series sponsorships; offered information on collection drives and a Go Fund Me account for the Ukrainian people; and encouraged membership in the Young Men's Service League - Panthers which is in danger of disbanding due to low membership which started with Covid.

Village Clerk Schwarze congratulated the Fire District on their ISO Class 1 achievement and Community Development Director Bastian and staff for earning the SolSmart Gold award; warned of scammers trying to use her identity in phishing e-mails; congratulated her step-daughter McKenzie and boyfriend Tino on being matched with LSU Medical Center where they will start their careers as Resident doctors; and reminded everyone to shop and dine in Carol Stream.

Assistant to the Village Manager Messino reported on the upcoming Geek Fest, Pond and Stream Sweep and Taste of Carol Stream for which volunteers are needed and referred interested parties to the Carol Stream website and social media for additional details.

Village Attorney Rhodes invited Board Members to e-mail him with any questions about the newly revised Statement of Economic Interest.

Village Manager Mellor reported a \$30,000 savings negotiated by Director of Public Works Modaff with Jacobs Engineering on the annual amendment to the village’s WRC agreement; reported prescribed burns around village ponds taking place through the end of the month, weather permitting; and offered a reminder that the Public Works department is still looking for summer help at \$15/hour.

Mayor Pro Tem McCarthy congratulated both the Fire Department and Public Works on achieving the ISO Class 1 rating; recognized Women’s History Month and all the strong women in his family; reported a final dollar amount of \$31,700 raised from the Bags Tournament for The American Cancer Society and various local charities; and thanked all volunteers, hosts, donors and players for making it such a success.

At 6:52 p.m., Trustee Frusolone moved and Trustee Berger made the second to adjourn the meeting. The results of the roll call vote were as follows:

- Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy*
- Nays: 0*
- Abstain: 0*
- Absent: 0*

The motion passed.

FOR THE BOARD OF TRUSTEES

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

SPECIAL WORKSHOP MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue,
Carol Stream, DuPage County, IL

March 21, 2022

Mayor Pro Tem Matt McCarthy called the Special Workshop Meeting of the Board of Trustees to order at 6:57pm and requested that Village Clerk Julia Schwarze call the roll.

Present: Trustees Jeff Berger, Tom Garvey, John Zalak, Rick Gieser, Mary Frusolone and Matt McCarthy serving as Mayor Pro Tem, Village Clerk Julia Schwarze

Absent: Mayor Frank Saverino, Sr.

Also Present: Village Manager Bob Mellor, Assistant to the Village Manager Tia Messino, Finance Director Jon Batek, Public Works Director Phil Modaff, Community Development Director Don Bastian, Engineering Services Director Bill Cleveland, Chief of Police Bill Holmer and Information Technology Director Marc Talavera

FY23 Budget Workshop #4 – Water/Sewer Fund and Special Funds

Finance Director Batek led the Village Board and staff in a discussion of the proposed FY23 Water/Sewer Fund and Special Funds budget.

Village Board members requested that staff investigate ways to reduce the proposed 16-cent increase in residents' water bills to cover operating cost increases in the Water division portion of the Water/Sewer Fund. Staff agreed to conduct another review and additional research to present to the Board with a revised proposal by the April 4th Village Board meeting.

Staff also agreed to gather additional data to revisit the question related to keeping or abandoning wells in the next budget cycle.

Attached is the PowerPoint presentation with corresponding details used to guide the meeting.

At 8:09 p.m., Trustee Frusolone moved and Trustee Zalak made the second to adjourn the meeting. The results of the roll call vote were as follows:

*Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and
McCarthy*

Nays: 0

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Matthew McCarthy, Mayor Pro Tem

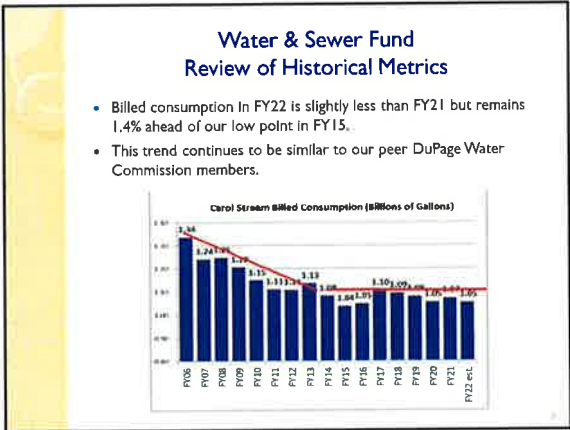
ATTEST:

Julia Schwarze, Village Clerk

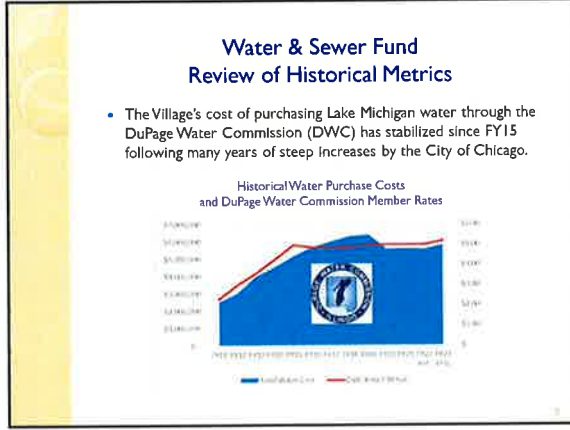
Village of Carol Stream

**FY23
Budget Workshop #4
WATER & SEWER FUND
AND SPECIAL FUNDS**

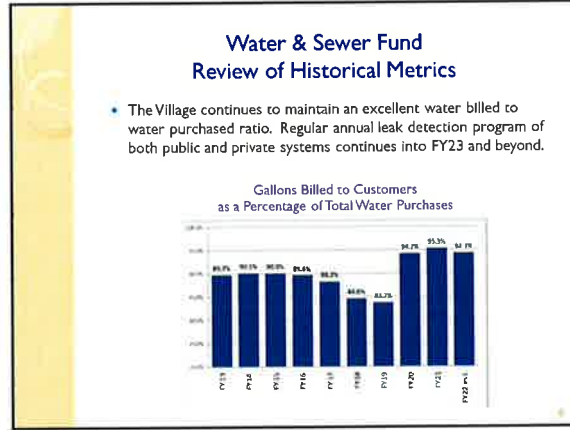
March 21, 2022



- ### Agenda
- #### Water & Sewer Fund and Special Funds
- Water & Sewer Fund
 - Review of Historical Metrics
 - Proposed FY23 Budget
 - Revenues / Rate Comparisons
 - Expenses and significant areas of focus for FY23
 - Special Funds
 - North Avenue / Schmale Road TIF Fund
 - Police Pension Fund
 - Equipment Replacement Fund
 - State and Federal Asset Seizure Funds
 - American Rescue Plan Act (ARPA) Fund

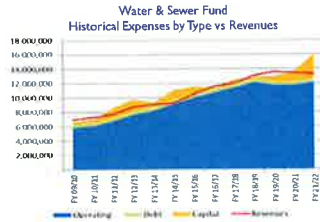


Water & Sewer Fund Review of Historical Metrics



Water & Sewer Fund Review of Historical Metrics

- Rate adjustments since FY16 have improved coverage of operating expenses. Future rate adjustments will be needed to address any increases in operating expenses and to ensure sufficient funding is provided to meet projected capital needs.



Water & Sewer Fund Proposed FY23

REVENUES

- 97% of fund revenues are generated directly from water and sewer rates charged to users of the system.
- Thus, revenue forecasts are generally a function of current or proposed rates combined with anticipated demand (consumption).
- With recent static demand, at the same water/sewer rates, we would expect revenues to be similarly static. Thus, periodic rate adjustments are needed to keep pace with increases in operating costs and to plan for future capital investment.
- No rate adjustments were recommended in FY22.
- Carol Stream water and sewer rates continue to be at the lower end of our DuPage Water Commission peers.

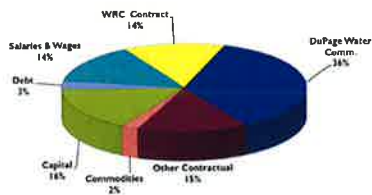
Proposed FY23 Budget

Water & Sewer Fund – FY23

OPERATING EXPENSES

- Salaries & Wages** - increase of 10.6% compared to FY22 and includes salaries and benefits for proposed Water Plant Operator and a portion of the new Facilities Technician position.
- Water Purchases** - the DuPage Water Commission (DWC) is proposing a \$0.21 rate increase to the current rate of \$4.97 per 1,000 gal. (+4.2%). Recommend passing this increase through to Carol Stream users.
- WRC Contract** - projected 4.3% increase over FY22 budget amount.
- Commodities** – decrease of \$307,316 or 46.1% as AMR replacement program approaches completion.

Village of Carol Stream Water & Sewer Fund Proposed Expenses by Category FY23



Total Expense Budget = \$15,994,351


Village of Carol Stream Draft Water & Sewer Fund Budget Expenditures FY23 Proposed Compared to FY22 Budget

	Revised Budget FY21/22	Estimated FY21/22	Proposed Budget FY22/23	FY22/23 proposed to FY21/22 Budget	
REVENUES	\$13,590,000	\$13,275,000	\$16,467,000	\$2,877,000	21.2%
OPERATING COSTS					
Salaries & Wages	2,055,428	1,982,967	2,272,569	217,141	10.6%
Contractual Services					
Water Commission	5,715,000	5,545,000	5,802,000	87,000	1.5%
WRC Contract	2,049,229	1,922,718	2,138,002	88,773	4.3%
All Other	2,268,020	1,989,525	2,342,972	74,952	3.3%
Total Contractual	10,032,249	9,457,243	10,282,974	250,725	2.5%
Commodities	666,806	653,716	359,490	(307,316)	-46.1%
Debt	491,598	491,598	490,618	(980)	-0.2%
TOTAL OPERATING	13,246,081	12,585,524	13,405,651	159,570	1.2%
Net G/L Before Capital	343,919	689,476	3,061,349		
CAPITAL COSTS					
Total Expenses	\$19,612,081	\$15,950,524	\$15,994,351	(3,617,730)	-18.4%
Fund Income/(Loss)	\$ (6,022,081)	\$ (2,675,524)	\$ 472,649		

Water & Sewer Fund – FY23 NOTABLE OPERATING EXPENSES

Fullerton Tower Painting & Repairs (\$480,000)

Includes cleaning and painting (interior and exterior), repair welds, replace interior lighting, install cathodic protection, install ladder, install mixing system.





Water & Sewer Fund – FY23 CAPITAL PROGRAM EXPENSES

OTHER CAPITAL EXPENSES:

- Kuhn Road Pumping Station Generator - \$285,000 (FY24)
- Retire Wells - One per year over 3 years - \$40,000 ea.

Water & Sewer Fund – FY23 NOTABLE OPERATING EXPENSES

- Supervisory Control and Data Acquisition (SCADA) - system upgrade (\$150,000)
- Hydrant Painting Program - 5 Year contract program beginning in FY24 (approx. \$50,000 per year).

Water & Sewer Fund – FY23 RATE RECOMMENDATION

Rate adjustments are needed to:

1. Account for DuPage Water Commission May 1, 2022 price increase. **WATER 21 cents.**
2. Cover operating cost increases in the Water division portion of the Water/Sewer Fund. **WATER 16 cents.**
3. Begin saving additional funds to cover anticipated WRC plant rehabilitations and improvements (e.g. EPA Phosphorous removal in FY28 at \$3.8 million). **SEWER 24 cents.**

American Rescue Plan Act (ARPA) funds are available totaling \$5.3 million and will cover about 50% of the next 5 years of WRC facility capital costs. Without ARPA, much larger rate adjustments would be necessary to fully fund capital improvements over the long-term.

Water & Sewer Fund – FY23 CAPITAL PROGRAM EXPENSES

- WRC Facility Assessment – Last completed in 2010, an updated capital plan for the WRC facility calls for investment of \$20.6 million over the next 10 years. Programmed expenses for the next 5 years are shown below:

Wastewater Reclamation Center Capital Improvements					
	FY23	FY24	FY25	FY26	FY27
Dewatering Project completion	1,311,173	-	-	-	-
Non-Potable Water System Repl.	284,000	-	-	-	-
Diffuser Membrane Repl.	438,000	-	-	-	-
Clarifier #3 Improvements	235,000	-	-	-	-
Headworks Design/Construction	50,000	225,000	4,500,000	-	-
Sand Filter Repl. Design/Construction	-	-	50,000	1,250,000	1,250,000
Clarifier / Digester Improvements	-	-	-	-	881,000
Subtotal	\$2,318,173	\$225,000	\$4,550,000	\$1,250,000	\$ 2,131,000
Total Investment - FY23 to FY27	\$10,474,173				

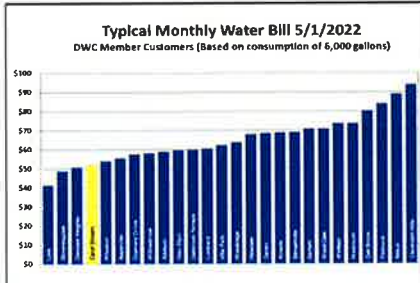
Water & Sewer Fund – FY23 RATE RECOMMENDATION

	5/1/22			
	Current	Proposed	Incr.	%
Water	\$ 8.38	\$ 8.75	\$0.37	4.4%
Sewer	4.66	4.90	0.24	5.2%
Total	\$ 13.04	\$ 13.65	\$0.61	4.7%

Monthly impact to a customer using 6,000 gallons of water:

\$3.66

Water & Sewer Fund Proposed FY23

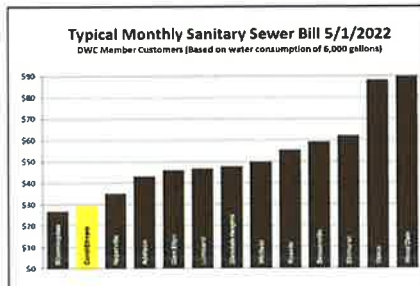


Source: Municipal Websites - 3/1/2022

NORTH AVENUE / SCHMALE ROAD TIF FUND

22

Water & Sewer Fund Proposed FY23



Source: Municipal Websites - 3/1/2022
Includes those municipal members that bill for sewage treatment or operate sewage treatment facilities

Village of Carol Stream North Ave./Schmale Rd.TIF

- TIF Structure
 - Non-monetized Village note of \$3.5M (Caputo's Grocery parcel).
 - Redevelopment agreement is secured by 100% of incremental property taxes + 50% of sales taxes for a period of 13 years (2027). 2 year extension (to 2029) if total principal not paid (incremental property taxes ONLY).
- Caputo's note began October 28, 2014 (when grocery opened).
- FY22 – Total of \$582,976 in principal paid on \$3.5 million note through April 30, 2022. Total principal and interest paid on the note since inception = \$1,549,236.
- FY23 represents year 8 of 13 for sales tax sharing and 8 of 15 for property tax increment.

21

SPECIAL FUNDS

21

POLICE PENSION FUND

24

Police Pension Fund

- \$64.8 million in net assets at April 30, 2021.
 - FY21 Return = 22.6%!
 - 71.7% funded status at 4/30/21 vs 62.6% at 4/30/20.
- The Fund currently pays \$4.0M in annual benefits to retired Carol Stream Police Officers as prescribed by State statute.
- Village actuarial contribution from General Fund (\$3,176,132) to increase by \$125,205 or 4.1% over FY22.
- Pension Fund consolidation per P.A. 101-0610.
 - Our fund was assigned an April 1, 2022 asset transfer date.
 - Extension requested and received until June 1, 2022.
 - Statutes require transfer by June 30, 2022.

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EQUIPMENT REPLACEMENT FUND

STATE AND FEDERAL ASSET SEIZURE FUNDS

AMERICAN RESCUE PLAN ACT (ARPA) FUND

26

Next Steps

- **Monday, April 18, 2022**
 - 6:00 pm Regular Village Board Meeting
 - **Budget Public Hearing**
 - **Budget Adoption**

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Proclaiming April Sikh Awareness Month

WHEREAS Sikhs have been living in the United States for more than 120 years, and during the early 20th century, thousands of Sikh Americans worked on farms, in lumber mills and mines, and on the Oregon, Pacific & Eastern Railroad; and

WHEREAS Sikhism is the fifth largest religion in the world and today, there are more than 25 million Sikhs worldwide and an estimated 500,000 Sikh Americans and 25,000 Sikh Illinoisans; and

WHEREAS Sikh Americans make rich contributions to the social, cultural, and economic vibrancy of the United States, including service as members of the United States Armed Forces and significant contributions to our great nation in agriculture, information technology, small businesses, the hotel industry, trucking, medicine, and technology; and

WHEREAS Sikh Americans distinguished themselves by fostering respect among all people through faith and service; and

WHEREAS the Village of Carol Stream seeks to further the diversity of its community and afford all residents the opportunity to better understand, recognize, and appreciate the rich history and shared experiences of Sikh Americans.

NOW THEREFORE BE IT RESOLVED that, I, **Mayor Pro Tem McCarthy and the Carol Stream Board of Trustees**, DuPage County, Illinois, in the exercise of its home rule powers does hereby proclaim

April Sikh Awareness Month


in Carol Stream and encourages all residents to take time to appreciate the many contributions Sikh Americans have made to the success of our nation.

Matt McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Donald T. Bastian, Community Development Director 
DATE: March 31, 2022
RE: **Agenda Item for the Village Board Meeting of April 4, 2022**
Agreements for Professional Services – B&F Construction Code Services, Inc.

PURPOSE

This memorandum presents and seeks Village Board approval of an Independent Contractor's Agreement and Professional Services Agreements with B&F Construction Code Services for FY22/23.

BACKGROUND

The Village has utilized B&F Construction Code Services, Inc. (B&F) for building permit plan review, plumbing inspections, as-needed supplemental inspections and general code consulting since 2008. In 2017, following a request for proposals process to evaluate the building code consultant services marketplace, staff recommended and the Village Board approved the continued use of B&F for the referenced services.

The Community Development Department relies on consultant services to augment in-house staff on an as-needed basis, and with respect to plumbing inspections, as required under Illinois law. Below is a summary of the services B&F provides to the Village.

1. Building Permit Plan Reviews – B&F performs plan reviews for complex commercial and industrial permit applications. Staff determines whether an application is reviewed in-house or by B&F based on project complexity, the number of applications under review by staff, and other workload factors.
2. Plumbing Inspections – Under Illinois law, only licensed plumbers may inspect plumbing work. As the Village does not employ a licensed plumber, B&F performs all plumbing inspections for the Village.
3. Commercial/Industrial Inspections – This contract would allow B&F to provide commercial and industrial inspection services as needed during temporary staffing shortages. (We have not used this service for several years.)
4. General Code Consulting Services – This contract would allow B&F to provide general code consulting services not directly related to a building permit application. This service could be used if we needed assistance evaluating a proposed or requested local amendment to the Building Codes, for technical analysis or research, or to obtain a professional evaluation if we received an appeal to a decision of the Building Official. (We have not used this service for several years.)

The table below provides historic information detailing recent fiscal year expenditures and activity levels for B&F.

Fiscal Year	Total B&F Expenditure	# of Permits Reviewed	# of Plumbing Inspections
2012/2013	\$100,235	81	469
2013/2014	\$88,149	58	472
2014/2015	\$65,877	58	373
2015/2016	\$102,162	34	332
2016/2017	\$86,617	21	281
2017/2018	\$44,953	31	308
2018/2019	\$85,077	49	248
2019/2020	\$62,622	43	339
2020/2021	\$59,482	44	213
2021/2022	\$40,000 (<i>estimate</i>)	42	260

DISCUSSION

B&F again provided high quality services in FY21/22. Plan reviews were completed within established timeframes, and there were no customer complaints regarding B&F's plan review commentaries. With the emphasis the Village places on efficient and predictable processing of building permit applications, B&F's strong performance is essential.

As we approach the new fiscal year, the Village needs to enter into new agreements for building code consultant services. The FY21/22 budget for this account is \$65,000, and we estimate actual expenses will come in at approximately 60% of the budgeted amount, or \$40,000. The proposed FY22/23 budget seeks \$55,000 for building code consultant services. As a reminder, B&F's plan review and plumbing inspection charges are passed through to permit applicants.

RECOMMENDATION

Attached are an Independent Contractor's Agreement and proposals for consultant services from B&F Construction Code Services. Staff recommends that the Village Board authorize the Village Manager by motion to execute the attached Proposals for Professional Services and the Independent Contractor's Agreement with B&F Construction Code Services, for consultant services not to exceed \$55,000 in aggregate during FY22/23.

C: Steven Martin, Development Services Manager

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between B&F Construction Code Services, Inc., herein referred to as the "*First Party*"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the "*Second Party*".

WHEREAS, "*First Party*" will be performing various work under contracts with the said "*Second Party*" entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the "*Second Party*" and said "*First Party*" may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the "*First Party*" hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the "*Second Party*" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "*First Party*" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "*Second Party*" whether latent or patent, or from other causes whatsoever, except that the "*First Party*" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "*Second Party*".
3. To keep in force, to the satisfaction of the "*Second Party*", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "*First Party*" agrees that at any time upon the demand of the "*Second Party*" proof of such insurance coverage as will be submitted to the "*Second Party*". There shall be no additional charge for said insurance to the "*Second Party*".
4. To maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to

have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
6. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "First Party" or of the subcontractors.
7. To the extent required by law, Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act ("Act"). In the event the Contractor is found to have not complied with the Act, then Contractor shall indemnify and hold Public Body harmless and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the "First Party" shall have full control of the ways and means of performing the work referred to above and that the "First Party" or his/its employees, representative or subcontractors are in no sense employees of the "Second Party", it being specifically agreed that in respect to the "Second Party", the "First Party" bears the relationship of an independent contractor.

This agreement shall be in effect from the 30th day of April, 2022 until the 30th day of April, 2023 inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this agreement this 24th day of March, 2022.

FIRST PARTY:

CONTRACTOR B & F Construction Code Services, Inc.

SIGNED *Kenneth Garrett*

BY: Kenneth Garrett

TITLE: Vice President

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____
INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

TYPE	MINIMUM COVERAGE
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate Limit

NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

The Contractor will defend, indemnify and hold harmless the Village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.

The Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

The Contractor agrees that in all insurance coverages obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured on the comprehensive general liability and automobile liability policies in an ISO approved policy form and that such certificate of insurance shall contain **no** provision limiting carrier's liability for failure to give insured parties at least 30 days written notice of cancellation of such policy.

**VILLAGE OF CAROL STREAM
GOVERNMENTAL CONTRACT COMPLIANCE CERTIFICATIONS**

I, Kenneth Garrett (name), certify that I am employed as the Vice President (title) of B&F Construction Code Services, Inc. (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

2. Non-Discrimination: EEOC

The Company is an “equal opportunity employer” as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

3. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Company shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability , or unfavorable discharge from military service.

4. Sexual Harassment Policy

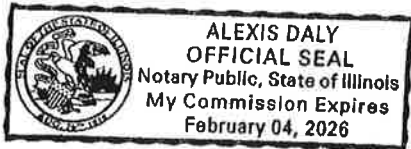
Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

5. Compliance with Freedom of Information Act (FOIA)

The Company acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.



B&F Construction Code Services, Inc.
Firm Name

By: Kenneth Garrett

Title: Vice President

Kenneth Garrett
Signature

SUBSCRIBED AND SWORN to
before me this 24th day March, 2022

Alexis Daly
Notary Public



VILLAGE OF CAROL STREAM

PROPOSAL

FOR

PROFESSIONAL SERVICES

BUILDING PLAN REVIEW

March 24th, 2022

SUBMITTED TO:

Don Bastian
Community Development Director
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188-1899

PROFESSIONAL SERVICES AGREEMENT

BUILDING PLAN REVIEW

Services Provided

B & F Construction Code Services, Inc. will provide plan review for all projects submitted for review. The reviews will be performed only on projects sent to B & F Construction Code Services, Inc. The submittal shall include a copy of the plan submittal form. This form indicates the type of reviews which are requested. A copy of the form is provided. (Attached is a copy of the request for plan review form.)

All reviews include:

1. Unlimited reviews with no additional fee
2. Plans submitted for review electronically
3. First review in 9 business days
4. Second and additional reviews in 5 business days
5. Reports can be e-mailed to us at planreview@bfccs.org
6. One meeting on the project with no fee
7. Unlimited telephone calls at no fee
8. All reviews are performed by employees of B & F Construction Code Services, Inc.

Fees

The fee for all reviews is shown on the attached fee sheet. This fee can be calculated before any plan review work has started.

The Village of Carol Stream or the permit applicant can be invoiced for the project. The projects will be invoiced after the first review is complete.

All B & F Construction Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance is underwritten by Continental Casualty.; and
- C. Professional Liability Insurance is underwritten by Hiscox

There is no contract for the plan review. The plan submittal form is considered the authorization to perform the work requested.

Building Plan Review
Village of Carol Stream
March 24th, 2022
Page 3 of 3

Accepted By _____	Accepted By <u>Ken Garrett</u>
Please Print _____	Please Print <u>KEN GARRETT</u>
Title _____	Title <u>VIC- PRESIDENT</u>
Date _____	Date <u>3-24-22</u>

B&F Project Code#: _____

REQUEST FOR PLAN REVIEW

>>>TO HELP US SERVE YOU BETTER, PLEASE FILL OUT THIS FORM COMPLETELY. <<<

PROJECT INFORMATION:

REQUESTED REVIEWS:

From: Client Name: _____
 Address: _____
 Telephone: _____
 Email/ Fax: _____
 Submitted by: _____

Project: **Project Name:** _____
Permit #: _____
 Address: _____

Project Name: _____
Contact: Address: _____
 Telephone: _____
 Fax/Email: _____

Bill To: Name: _____
 Address: _____
 Telephone: _____
 Fax/Email: _____

Copy To: _____

- Building
- Electrical
- Elevator
- Energy
- Fire Alarm
- Fire Code
- Kitchen Hood & Duct
- Mechanical
- NFPA 101 Life Safety
- Plumbing
- Quote
- Single Family
 - Building
 - Electrical
 - Energy
 - Mechanical
 - Plumbing
- Sprinkler
- _____
- Three (3) Day Review*
 *additional charge applies

PLANS DISPOSITION: AFTER ALL REVIEWS/INSPECTIONS ARE COMPLETED, PLEASE:

Return plans & specifications **which comply** Return **ALL** plans & specifications received

Discard all plans upon completion of reviews **HOLD** Plans till project completion

SPECIAL INSTRUCTIONS: _____

 Signature Date

>>>PLEASE SUBMIT ONE COMPLETE SET FOR ALL SUBMITTALS OF CONSTRUCTION DOCUMENTS. <<<



VILLAGE OF CAROL STREAM, IL

PROPOSAL

FOR

PLUMBING INSPECTION SERVICES

March 24th, 2022

SUBMITTED TO:

Don Bastian
Community Development Director
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

PROFESSIONAL SERVICES AGREEMENT

PLUMBING INSPECTIONS

Services Provided

B & F Construction Code Services, Inc. will provide one State of Illinois licensed Plumbing Inspector to perform residential and commercial plumbing inspections within the limits of the Village of Carol Stream.

Each Inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, thermometer, tape measure, and other equipment as determined to provide a quality inspection.

Each Inspector shall utilize B & F Construction Code Services, Inc. three-part carbonless forms or forms acceptable to the Village of Carol Stream. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The Inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

Inspections shall be scheduled via email to our office no later than 4:00 P.M. the day before the inspection is to be conducted. Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Construction Code Services, Inc.

The Plumbing Inspector will inspect plumbing items only. The inspectors will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B&F Construction Code Services, Inc.

Plumbing Inspections, meetings, and/or small plan reviews shall be invoiced at an hourly rate of eighty-three dollars (\$83.00) per hour per Inspector plus a one-way travel time of forty-five (45) minutes, which is the time of travel between B & F Construction Code Services, Inc. office and the Village of Carol Stream. Travel time will only be charged if the Inspector works less than an 8-hour day.

The following covers all B & F Construction Code Services, Inc. employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance is underwritten by Continental Casualty; and
- C. Professional Liability Insurance is underwritten by Hiscox.

Accepted By _____

Please Print _____

Title _____

Date _____

Accepted By Ken Garrett

Please Print KEN GARRETT

Title VICE-PRESIDENT

Date 3-24-22



VILLAGE OF CAROL STREAM, IL

PROPOSAL

FOR

INSPECTION SERVICES

March 24th, 2022

SUBMITTED TO:

Don Bastian
Community Development Director
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

PROFESSIONAL SERVICES AGREEMENT
BUILDING, MECHANICAL, AND ELECTRICAL INSPECTIONS

Services Provided

B & F Construction Code Services, Inc. will provide one ICC Certified Inspector to perform commercial/industrial building, mechanical and electrical inspections within the limits of the Village of Carol Stream in the afternoons on Monday, Wednesday, and Friday.

The Inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, electrical tester, tape measure, and other equipment as determined to provide a quality inspection.

The Inspector shall utilize forms acceptable to the Village of Carol Stream. These forms are three-part carbonless forms. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The Inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Construction Code Services, Inc.

Inspections shall be invoiced at an hourly rate of eighty-three dollars (\$83.00) per hour per Inspector plus a one-way travel time of forty-five (45) minutes, which is the time of travel between B & F Construction Code Services, Inc. office and the Village of Carol Stream. Travel time will only be charged if the Inspector works less than an 8-hour day.

The Inspector will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Construction Code Services, Inc.

The following covers all B & F Construction Code Services, Inc. employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance is underwritten by Continental Casualty;
and
- C. Professional Liability Insurance is underwritten by Hiscox.

Accepted By _____
Please Print _____
Title _____
Date _____

Accepted By Ken Garrett
Please Print KEN GARRETT
Title VICE-PRESIDENT
Date 3-24-22



VILLAGE OF CAROL STREAM
PROPOSAL
FOR
CODE CONSULTING SERVICES

March 24th, 2022

SUBMITTED TO:

Don Bastian
Community Development Director
Village of Carol Stream
500 North Gary Avenue
Carol Stream Illinois, Illinois 60188-1899

PROFESSIONAL SERVICES AGREEMENT

CODE CONSULTING SERVICES

Services Provided

B & F Construction Code Services, Inc. will provide code consulting services for items pertaining to code requirements via the International Code Council (ICC) series of codebooks and local amendments.

Code Consulting shall consist of the following:

1. Interpret the intent of the ICC codes and the Village of Carol Stream amendments.
2. Provide recommendations to the Director of Community Development on code changes and updates on a continuous basis.
3. Respond to code questions and interpretations from design professionals, contractors, owners, and the Village of Carol Stream.
4. Provide written interpretations of code requirements as directed by the Director of Community Development.
5. Attend meetings as requested by the Village.
6. If requested by the Village, provide office time to assist in the administration of the department and/or coordinate building code meetings and render interpretations.
7. Provide other responsibilities as directed by the Village of Carol Stream.

Fees

The Village of Carol Stream shall reimburse B & F Construction Code Services, Inc. in the amount of one-hundred and three (\$103.00) dollars per hour plus a one-way travel time of forty-five (45) minutes, which is the time of travel between B & F Construction Code Services, Inc. office and the Village of Carol Stream. Travel time will only be charged if the Inspector works less than an 8-hour day.

Invoicing shall be calculated in increments of quarter hours. There is no minimum amount we will invoice for actual-time based on fifteen-minute increments.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc., officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Construction Code Services, Inc.

The following covers all B & F Construction Code Services, Inc., employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance is underwritten by Continental Casualty; and
- C. Professional Liability Insurance is underwritten by Hiscox

Accepted By _____

Please Print _____

Title _____

Date _____

Accepted By Ken Garrett

Please Print KEN GARRETT

Title VICE-PRESIDENT

Date 3-24-22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Certificates Team PHONE (A/C, No, Ext): 708-845-3917 FAX (A/C, No): 708-845-3001 E-MAIL ADDRESS: certificates@lthortongroup.com
INSURED B & F Construction Code Services Inc. 2420 Vantage Drive Elgin IL 60124	INSURER(S) AFFORDING COVERAGE INSURER A: CFC Underwriting INSURER D: Selective Insurance Company of America INSURER C: INSURER E: INSURER F:
BAFCONS-01	NAIC # 12572

COVERAGES CERTIFICATE NUMBER: 1226765220 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INGR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			S 2495807	10/28/2021	10/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 600,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2495807	10/28/2021	10/28/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2495807	10/28/2021	10/28/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC 0102539	10/28/2021	10/28/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PSK0032974676	8/8/2021	8/8/2022	Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured on a primary and non-contributory basis with respect to the general liability coverage only when required by written contract: Village of Carol Stream

CERTIFICATE HOLDER

CANCELLATION

Village of Carol Stream
500 N. Gary Avenue
Carol Stream IL 60188

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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B&F CONSTRUCTION CODE SERVICES, INC.

Building & Fire Protection Plan Review
Training · Inspections · Code Consulting

Plan Review

Inspections

Code Consulting

System Testing

Fire Protection

Code Adoption

System Analysis

Accessibility



B & F Construction Code Services, Inc.

B & F Construction Code Services, Inc. provides complete Plan Review Services for Municipal building departments nationwide. Plan reviews are based on model building codes including the International Code Series, BOCA, UBC, SBCCI, CABO, NEC, NFPA, Life Safety, your local amendments, energy, and accessibility requirements.

For Building, Plumbing, Mechanical, Electrical, Energy Conservation, and Fire Suppression and Detection systems, you can count on professional, accurate, and time-saving service by a staff committed to excellence.



Plan reviews identify areas of noncompliance (arranged numerically) including the code and section referenced, and inform your office of compliance or noncompliance with applicable codes and standards.

Initial plan reviews are completed within 9 business days of receipt; additional reviews completed within 5 business days of receipt. Free telephone consultation for all projects, all disciplines, and all parties involved is included. Priority Express plan review service is available for time-sensitive projects.

Additional Benefits

One Fee Per Project Discipline. Each project is invoiced for the first review only. Subsequent reviews for the same project discipline are performed at no additional charge. This means from beginning to end, you know what the total cost will be. No surprises. No "extras."

We now offer fully Digital Plan Review. Allowing for faster and more efficient plan review and communication. If plans are paper, free FedEx Shipping of your plans and specifications to our office is provided for all municipal building departments. Nationwide, your documents reach us next day – at no cost to you.

Fast Turnaround Service of your plan review. First reviews are completed and in your office within 9 business days of receipt. Additional reviews are completed within 5 business days.

Priority Express Review Service is available for projects requiring an expedited review and is completed within 3 business days (additional fee required).

Why More Municipalities Choose B & F Construction Code Services, Inc....

- ◇ Nationwide
- ◇ We know the codes
- ◇ We include your local ordinances
- ◇ We're here when you need us
- ◇ Fast, accurate, reliable service
- ◇ No hidden costs, No extras
- ◇ We answer your questions
- ◇ No project too big or complex
- ◇ We are fully insured
- ◇ Proven knowledge & experience
- ◇ We provide the services you want & need
- ◇ Our reputation
- ◇ We're Always Here to Help

Codes and Standards that are utilized

- ◇ International Code Series (ICC)
- ◇ Legacy Codes
 - BOCA
 - Uniform
 - CABO / etc.
- ◇ National Fire Code
- ◇ NFPA Standards
- ◇ National Electrical Code
- ◇ Reference Standards
- ◇ Accessibility Codes
- ◇ State Codes/Amendments
- ◇ Local Ordinances

B & F Construction Code Services, Inc.
2420 Vantage Drive • Elgin, IL 60124
P.O. Box 5178 • Elgin, IL 60121
Phone: 847-428-7010 • Fax: 847-428-3151 • Toll Free 800-232-5523
www.constructioncodes.com • bfces@bfces.org

Plan Review Fee Schedule

COMMERCIAL

Building Size	Building Review	25% of Building Fee	50 % of Building Fee
Up to 60,000 Cubic Ft.	\$359.00	\$89.75	\$179.50
60,001 to 80,000 Cubic Ft.	\$441.00	\$110.25	\$220.50
80,000 to 100,000 Cubic Ft.	\$565.00	\$141.25	\$282.50
100,001 to 150,000 Cubic Ft.	\$645.00	\$161.25	\$322.50
150,001 to 200,000 Cubic Ft.	\$733.00	\$183.25	\$366.50
Over 200,000 Cubic Ft.	\$864.00 + \$8.24 (per 10,000 Cu. Ft.)	\$216.00 + \$2.06 (per 10,000 Cu. Ft.)	\$432.00 + \$4.12 (per 10,000 Cu. Ft.)

Footing and Foundation	25% of Building Review (Min. \$310.00)
NFPA 101 Plan Review	25% of Building Review (Min. \$310.00)
Mechanical Review	25% of Building Review
Plumbing Review	25% of Building Review
Electrical Review	50% of Building Review
Fire Code	50% of Building Review (Min. \$210.00)
Energy Code	50% of Building Review (Min. \$210.00)
Commercial/Industrial Zoning	\$130.00 per 20,000 square feet of site area
Elevator Plan Review	\$310.00 per Elevator Bank
Hood & Duct Plan Review (Type 1 w/o suppression)	\$250.00 per System
Hood & Duct Plan Review (Type 1 w/suppression (15 flow points or less))	\$350.00 per System
Hood & Duct Plan Review (Type 1 w/suppression (16-29 flow points))	\$375.00 per System
Hood & Duct Plan Review (Type 1 w/suppression (30 or more flow points))	\$400.00 per System
Hood & Duct Plan Review (Type 2)	\$200.00 per System
Spray Booth Plan Review	\$350.00 per Booth
Specialty Plan Review	\$155.00 per Hour
Technical Submittal	\$100
In-Ground Pool Plan Review	\$464.00 per Pool
Priority Express Plan Review	x 2.5 of Base Plan Review
HPM, High Hazard, Processing Piping	x 1.5 of Base Plan Review
Medical Case Facilities (Institutional Use Groups)	x 1.5 of Base Plan Review

RESIDENTIAL

One and Two Single Family Dwellings	
Up to 3,200 square feet (including basement)	\$655.00 per Dwelling Unit
Up to 3,200 square feet (including basement and zoning)	\$732.00 per Dwelling Unit
Over 3,200 square feet (including basement)	\$0.21 per Square Foot
Over 3,200 square feet (including basement and zoning)	\$0.23 per Square Foot
Miscellaneous Plan Review	\$30.00 per Discipline
In-Ground Pool Plan Review	\$464.00 per Pool
Priority Express Plan Review	x 2.5 of Base Plan Review
Photovoltaic Systems	\$225

Subdivisions call for pricing.

Plan Review Fee Schedule

FIRE PROTECTION

Fire Suppression Systems (Includes fire pump, hose stations and standpipes)	
1 to 100 sprinkler heads	\$425.00
101 to 200 sprinkler heads	\$550.00
201 to 300 sprinkler heads	\$650.00
301 to 500 sprinkler heads	\$750.00
Over 500 sprinkler heads	\$850.00 + \$1.00 each
Modifications (40 or fewer sprinkler heads without calculations)	\$175.00
Residential systems (NFPA 13D)	\$225.00
Fire Alarm Systems	\$0.015 per sq.ft. (\$200 min)
Fire Alarm system Modification (existing system alterations 5,000 sq.ft. or less)	\$175.00
Hood Suppression Only with 15 or less points	\$200 per System
Hood Suppression Only with 16-29 flow points	\$250.00 per System
Hood Suppression Only with 30 flow points or more	\$300.00 per System
Chemical Suppression systems (excluding hood suppression)	\$350 plus alarm fees
Carbon Dioxide / Clean Agents	\$150 for up to 105 pounds of agent, \$1 each pound over
Dedicated Fire Hydrant or Standpipe System	\$20 per valve (\$300 min)

CONSULTING

Code Consulting	
Senior Staff	\$195.00 per hour
Supervisor Staff	\$175.00 per hour
Staff	\$155.00 per hour
Village Management/Administration	
Senior Staff	\$135.00 per hour
Supervisor Staff	\$120.00 per hour
Staff	\$90.00 per hour

OTHER SERVICES

Code Writing and Adoption Assistance
Water Flow/Backflow/Hydrant Flushing Device Testing
Special Safety Training and Disaster Planning
Building Department Analysis
Fire Protection System Analysis
Existing Building Evaluation

Inspection Fee Schedule

COMMERCIAL

New and Existing, based on square footage

Building	\$0.15 per square foot
Mechanical	\$0.05 per square foot
Electrical	\$0.05 per square foot
Plumbing	\$0.05 per square foot
Energy	\$0.03 per square foot

Minimum fee applies

Special systems are an additional charge.

Hourly and per Inspection rates available.

RESIDENTIAL

One and Two Single Family Dwellings	
Up to 3,200 square feet (including basement)	\$655.00 per Dwelling Unit
Over 3,200 square feet	\$0.21

Hourly and per Inspection rates available.

FIRE PROTECTION

Sprinkler

Underground Rough (Piping)	\$250.00
Underground Hydrostatic	\$250.00
Underground Flush	\$250.00
Any two underground inspections at the same time	\$400.00
All three underground inspections at the same time	\$500.00
Sprinkler Modification Rough (20 or fewer heads)	\$200.00
Hydrostatic Test per riser per floor	\$300.00
Fire Pump Test	\$200.00
Final Sprinkler Inspection/Test	\$250.00
Single Family (Includes rough & final)	\$250.00
Single Family Re-Inspection	\$125.00

Unless otherwise noted, failed reinspections are at the same rates noted above.

Fire Alarm

Rough	\$200.00
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The following fees are based on the number of initiating devices. Initiating devices include smoke and heat detectors, pull stations, duct detectors, monitoring devices, flow switch, tamper switches and special detection devices.

Fire alarm Test (Final Inspection)

1 - 20 devices	\$200.00
21 - 49	\$425.00
50 - 99	\$625.00
100 and over	\$625.00 + \$4 per device over 99

Re-Inspections/Tests are based on the number of devices to be tested.

Special Suppression (Dry Chemical, Clean Agent, etc.)

Rough*	\$200.00
Final*	\$250.00
Hood Suppression Systems	\$150.00

*Additional Fire Alarm fees maybe applicable



Building & Fire Code Academy

Welcome to new educational opportunities offered by the Building & Fire Code Academy. The Building & Fire Code Academy (BFCA), provides comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide. Our programs benefit thousands of building and fire officials, inspectors, design professionals, contractors and developers across the country. The Building & Fire Code Academy has established the first of its kind facility dedicated to providing continuing educational opportunities to construction industry professionals. The Building & Fire Code Academy instructors conduct on-site, open registration and private continuing education training. On-site and open registration courses are scheduled throughout the year and announced by direct mail, trade associations, fax, and our Web site. Registrations are completed directly with our office.

Providing comprehensive and practical education in the application, implementation, and enforcement of building and fire codes for construction industry professionals nationwide.

Call us to schedule your on-site training class. Choose from our standard course offerings or request topics customized to suit the specific educational needs of your organization. We can show you how even small groups can benefit, or tell us you want to be on our mailing list.



The Building & Fire Code Academy is approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 8405 Greensboro Drive, Suite 800, McLean, VA 22102. In

obtaining this approval, the Building & Fire Code Academy has demonstrated that it complies with the ANSI/IACET Standards which are widely recognized as standards of good practice internationally.

As a result of their Authorized Provider membership status, the BFCA is authorized to offer IACET Continuing Education Units (CEUs) for its programs that qualify under the ANSI/IACET Standards.

The BFCA is additionally an Illinois Workforce Development System approved training provider and an American Institute of Architects/ Continuing Education System (AIA/CES) Registered Provider.

Architects completing Academy classes earn Learning Units (LUs). HSW (Health, Safety, and Welfare) credit may also be available. Other measures of accomplishment include contact, clock, or class hours.



Building & Fire Code Academy

2420 Vantage Drive • Elgin, IL 60124

Phone: 847-428-2951 • Fax: 847-428-2911 • Toll Free: 800-488-7057

www.bfcaacademy.com • bfca@bfcaacademy.com

**VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO**

TO: Bob Mellor, Village Manager
FROM: Caryl Rebholz, Human Resources Director *CR*
DATE: March 22, 2022
RE: **Personnel Policy Revisions**

Recently, several amendments have been enacted by the Illinois legislature effecting workplace employment policies:

- Illinois Public Act 102-0419 has added the protected classification of “association with a person with a disability” to the definition of a protected classification under the Illinois Human Rights Act.
- Illinois Pubic Act 102-0487 amended the Victims’ Economic Security and Safety Act (VESSA) to provide broader protection to employees seeking job-protected leave under the Act.

Based on the above, the following Personnel policy change recommendations are attached:

Chapter 1S – Victims’ Economic Security & Safety Leave (VESSA): In compliance with Public Act 102-0487, this policy amendment recommendation expands the utilization rights of VESSA by broadening the definition of qualifying event to include any violent crime.

Chapter 3A – Equal Employment Policy: In compliance with Public Act 102-0419, this policy amendment recommendation adds “association with a person with a disability’ to the list of classifications regarding unlawful discrimination in employment.

Please let me know if you have any questions or concerns.

Policy: Violence or the threat of violence whether direct or implied, by or against any employee of the Village of Carol Stream is unacceptable and will subject the perpetrator to serious disciplinary action and possible criminal charges.

Reporting Procedures: An employee who becomes aware of any threat of workplace violence shall contact either the immediate supervisor or the Human Resources Director; however, no person shall be required to make a complaint to the person against who the complaint is lodged. The Department Head is responsible to ensure that reports of all incidents known in their department are reported to them and then to the Human Resources Director. Incidents will be reported to the Village Manager's Office by the Human Resources Director or by the Department Head if the Human Resources Director is unavailable. All incidents will be investigated promptly by the Village and will result in appropriate action being taken.

1S. VICTIMS' ECONOMIC SECURITY & SAFETY LEAVE (VESSA)

Purpose: To provide employees with leave benefits, when needed, in accordance with the Victims' Economic Security and Safety Act effective August 25, 2003.

Policy: Any employee ~~who~~ who has been subjected to domestic violence, ~~or~~ sexual violence or other violent crimes shall be provided leave during work hours for any of the following:

- To seek medical attention for, or recover from, physical or psychological injuries;
- To obtain services from victim service organizations;
- To obtain psychological or other counseling;
- To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase safety from future domestic violence, ~~or~~ sexual violence or other violent crimes;
- To seek legal assistance or remedies to ensure health and safety, including preparing for or participating in any civil or criminal legal proceeding.

Employees ~~are~~ shall be entitled to a maximum of 12 weeks' unpaid leave during any 12-month period for purposes described above, provided, where practicable, notice has been given at least 48 hours in advance. Employees may also elect to substitute sick leave, paid personal days, or vacation *if applicable*. This leave is not intended to confer a right to leave beyond the twelve weeks of FMLA. Where applicable, FMLA time will run concurrently with VESSA leave.

Employees may also take such leave to help a family/household member who is a victim of domestic violence, ~~or~~ sexual violence or other violent crimes.

Qualifying employees must notify the Human Resources Director as soon as possible when requesting time off. While verification is required, the Human Resources Director will take every precaution to see that all information is kept as confidential as possible. Verification will consist of:

A sworn statement by the employee; **and**

Documentation from an agent of victim services, an attorney, or other professional from whom the employee or their family/household member has sought assistance

or

A police or court record

or

Other corroborating evidence

Employees who take leave under this policy are entitled to be restored to the same or equivalent position upon their return that the employee would have if he had been actively at work, however; seniority and other benefits will not continue to accrue during any unpaid leave. Employees are also entitled to continued health insurance on the same terms and conditions as if the employee remained continuously employed. If an employee fails to return from leave, the Village shall recover any and all premium contributions provided by the Village during the leave period.

This policy is intended to be an overview of the VESSA and its key features. To the extent that this policy could be read inconsistently with the VESSA, the Act and its Rules shall supersede. Further details about the Victims' Employment Security and Safety Act are available from the Human Resources Director.

11. WORKPLACE POLICY ON FIREARMS

Purpose: The Village of Carol Stream maintains a policy prohibiting weapons in the workplace to promote a safe work environment. In order to ensure the safety of employees, clients, contractors and citizens of the Village of Carol Stream, as well as comply with both State and Federal Law, the Village has adopted the following workplace policy specifically to address the issue of firearms:

Policy: Employees of the Village of Carol Stream, other than law enforcement officers specifically authorized to carry a firearm, are prohibited from possessing, carrying or otherwise having control of or using firearms on their person in any buildings owned or leased by the Village, in the performance of duties for the Village, or when performing work for the Village, whether on or off of Village property, and the prohibitions of this policy extend to Village vehicles.

By definition, "firearm" means any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas.*

CHAPTER 3 - EMPLOYMENT

3A. EQUAL EMPLOYMENT POLICY

It is the policy and intent of the Village of Carol Stream to provide equality of opportunity to all persons. No unlawful discrimination for job selections, job assignments, or promotions, not related to a bona fide occupational qualification, shall be exercised in any manner by any Village official, agent or employee against or in favor of any applicant or employee because of political or religious opinion or affiliations, or race, creed, color, national origin, sex, age, ancestry, marital status, sexual preference, unfavorable discharge from military service, physical or mental disability, or association with a person with a disability in accordance with applicable Federal and State laws, or other characteristics protected by law. This applies to full or part-time employment, as well as temporary.

Anyone who feels discriminated against because of any of the foregoing reasons may file a complaint with the *Human Resources Director*, who is in charge of compliance with *EEO policies*.

3B. NON-DISCRIMINATION

An applicant or employee shall be considered for employment, transfer or promotion, only on the basis of his qualifications as required by the position he seeks or holds, relative to experience, training, fitness to perform the primary duties, abilities, skills, knowledge, personal character, and integrity as a proper representative of the Village of Carol Stream.

3C. CITIZENSHIP AND RESIDENCE

All employees of the Village of Carol Stream hired after November 6, 1986 must be citizens of the United States or be an alien authorized to work in the United States under the provisions of the Federal Immigration Reform and Control Act. All new employees will be required to submit documents to the Village which establish both the employee's identity and eligibility to work in the United States as required by law.

Although Village employees are encouraged to reside in Carol Stream, residency within the Village or at any specific distance from the Village is not a pre-requisite for initial or continued employment unless specifically required in a job description or as specified by the Village Board or as required by the Village Manager for Executive positions.

3D. PROHIBITION OF EMPLOYMENT OF RELATIVES

For purposes of this section, "relatives" shall mean any person related to a Village officer or employee by blood, marriage or adoption and shall include, but not be limited to: *spouse*, father, mother, stepfather, stepmother, daughter, son, sister, brother, grandmother, grandfather, half brother, half-sister, in-laws or any



Carol Stream Police Department Memorandum

TO: Bob Mellor, Village Manager
FROM: Bill Holmer, Chief of Police *WH*
DATE: March 30, 2022
RE: **REQUEST TO PURCHASE – VEHICLES**

BACKGROUND

Together with the Public Works and Finance Departments, we maintain a replacement schedule for vehicles within the Police Department. Unfortunately, we have been experiencing delays and canceled orders for vehicles due to supply chain problems. In fact, the Village Board recently approved a "pre-order" for several Dodge Durango patrol vehicles in an effort to lock in a purchase with a dealership when the vehicles arrived. Within two weeks of the Board's approval, we were contacted by the dealership who reported that the manufacturer had shut down production and the order would not be filled. Two weeks ago, we learned that Ford was accepting orders for the police utility vehicle for a limited time (the ordering period closed last Friday). The Village Board verbally approved staff to place an order (before the deadline) for eight Ford Police Utility Vehicles. This fits with the number of patrol vehicles due for replacement in both FY22 and FY23 according to the replacement schedule.

SUBJECT

In accordance with the vehicle replacement schedule and with verbal approval from the Village Board, an order was placed with Currie Motors in Frankfort, IL for the purchase of eight Ford Police Utility Vehicles as part of the Suburban Purchasing Cooperative contract. The individual cost of the vehicles is \$38,410 for a total cost of \$307,280. These cars are funded in the vehicle replacement fund.

RECOMMENDATION

I recommend this information be forwarded to the Village Board and request that the Board retroactively approve the purchase of eight (8) Ford Police Utility Vehicles from Currie Motors for a total amount of \$307,280. Delivery of these vehicles could take up to 10 months depending on Ford's production timeline.

If you have any questions, please contact me.



**2022 Ford Utility Police Interceptor AWD Hybrid
Contract #204**



Currie Motors Commercial Center
Your Full Line Municipal Dealer

"Nice People to do Business With"

**HYBRID MOTOR SOLD OUT
MARK OPTION 99B FOR GASOLINE MOTOR**

**Order Cut Off TBD
Production Delayed Due to Current Supply Chain Shortages**



**2022 Ford Utility Police Interceptor AWD Hybrid
Contract #202
\$35,092**

MECHANICAL

3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System
 – Standard (Hybrid technology is optimal for performance and long days spent idling on the job)
 ● AVD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
 Transmission – 10-speed automatic, police calibrated for maximum acceleration and faster closing speeds
 Lithium-Ion Battery Pack
 Brakes – Police calibrated high-performance regenerative braking system
 ● 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
 ● Brake Rotors – large mass for high thermal capacity and calipers with large swept area.
 ● Electric Power-Assist Steering (EPAS) – Heavy-Duty DC/DC converter – 220-Amp (in lieu of alternator)
 H7 AGM Battery (Standard; 800 CCA/80-amp)
 ● Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
 ● Engine Idle Hour Meter
 ● Engine Hour Meter
 ● Powertrain mounts – Heavy-Duty
 50-State Emissions System

INTERIOR/COMFORT

● Cargo Area – Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area
 ● Cargo Hooks
 ● Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
 ● Door-Locks — Power — Rear-Door Handles and Locks Operable ●Fixed Pedals (Driver Dead Pedal)
 ● Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
 ● Glove Box – Locking/non-illuminated
 ● Grab Handles – (1 – Front-passenger side, 2-Rear)
 ● Liftgate Release Switch located in overhead console (45 second timeout feature)
 ● Lighting — Overhead Console — Red/White Task Lighting in
 ● Overhead Console — 3rd row overhead map light
 ● Mirror – Day/night Rear View
 ● Particulate Air Filter
 ● Powerpoints – (1) First Row
 ● Rear-window Defrost
 ● Scuff Plates – Front & Rear
 ● Speed (Cruise) Control
 ● Speedometer – Calibrated (includes digital readout)
 ● Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
 ● Sun visors, color-keyed, non-illuminated

INTERIOR/COMFORT (CONTINUED)

● Seats — 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – Passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
 ● Universal Top Tray – Center of I/P for mounting aftermarket equipment
 ● Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

EXTERIOR

● Antenna, Roof-mounted Cladding – Lower bodyside cladding MIC ●Door Handles – Black (MIC)
 ● Exhaust True Dual (down-turned)
 ● Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
 ● Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
 ● Grille – Black (MIC)
 ● Headlamps – Automatic, LED Low-and-High-Beam Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature) — Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature) — Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
 ● Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ●Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
 ● Spare – Full size 18" Tire w/TPMS
 ● Spoiler – Painted Black Tailgate Handle – (MIC)
 ● Tail lamps – LED
 ● Tires – 255/60R18 A/S BSW
 ● Wheel-Lip Molding – Black (MIC)
 ● Wheels – 18" x 8.0 painted black steel with wheel hub cover
 ● Windshield – Acoustic Laminated
POLICE UPFIT FRIENDLY
 ● Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)
 ● Console mounting plate
 ● Dash pass-thru opening for aftermarket wiring
 ● Headliner – Easy to service
 ● Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard).
 Heated Sanitation Solution

SAFETY/SECURITY HIGHLIGHTS

- 75-mph Rear-impact Crash Tested

Note: The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes

- AdvanceTrac® w/RSC® (Roll Stability Control™) police tuned

gyroscopic sensors work seamlessly with the ABS

- Rear Video Camera with Washer (standard)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®

- Anti-Lock Brakes (ABS) with Traction Control Brakes – Police calibrated high-performance regenerative braking system

- Belt-Minder® (Front Driver / Passenger)

- Child-Safety Locks (capped)

- Individual Tire Pressure Monitoring System (TPMS)

- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations

- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row

- SOS Post-Crash Alert System™

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper

- 8 Year / 100,000 Miles Hybrid Unique Components

FUNCTIONAL

- Audio — AM/FM / MP3 Capable / Clock / 4-speakers — Bluetooth® interface — 4.2" Color LCD Screen Center-Stack "Smart Display" Note: Standard radio does not include USB Port or Aux. Audio Input ●Jack; Aux. Audio Input Jack requires SYNC 3®

- Easy Fuel® Capless Fuel-Filler

- Ford Telematics™ – Includes Ford Modem and complimentary 2- year trial subscription

- Front door tether straps (driver/passenger)

- Power pigtail harness

- Recovery Hooks; two in front and trailer bar in rear

- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)

- Two-way radio pre-wire

- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)

- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

POWERTRAIN CARE EXTENDED SERVICE PLAN

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

POWERTRAIN OPTIONS

<input checked="" type="checkbox"/>	99B- 3.3L V-6 TIVCT Gasoline Motor-NA with 99C Motor	-2,743.00
<input type="checkbox"/>	99C- 3.0L V-6 Eco Boost Engine	766.00
<input type="checkbox"/>	41H- Engine Block Heat	85.00
<input type="checkbox"/>	19K-H8 AGM Battery (900 CCA/92 Amp)	103.00
<input type="checkbox"/>	76D- Deflector Plate	315.00
<input checked="" type="checkbox"/>	47A-Engine Idle Control	244.00
<input type="checkbox"/>	3 Year/100,000 Miles Premium Care	2,340.00
<input type="checkbox"/>	5 Year/100,000 Miles Premium Care	2,430.00
<input type="checkbox"/>	3 Year/100,000 Miles Extra Care	2,055.00
<input type="checkbox"/>	5 Year/100,000 Miles Extra Care	2,130.00
<input type="checkbox"/>	5 Year/125,000 Miles Powertrain Care	2,235.00
<input type="checkbox"/>	6 Year/ 125,000 Miles Powertrain Care	2,305.00

Exterior Options

<input type="checkbox"/>	942-Daytime Running Lights	42.00
<input checked="" type="checkbox"/>	51R-Drivers Side Spot Light-Unity	371.00
<input type="checkbox"/>	51T-Drivers Side Spot Light-Whelen	394.00
<input type="checkbox"/>	51S-Dual Spot Lights-Unity	582.00
<input type="checkbox"/>	51V-Dual Spot Lights-Whelen	625.00
<input type="checkbox"/>	51P-Spot Lamp Prep Kit	132.00
<input type="checkbox"/>	51W-Dual Spot Lamp Prep Kit	264.00
<input checked="" type="checkbox"/>	21L- Front Auxiliary Light Red/Blue-Requires 60A	517.00
<input type="checkbox"/>	63B-Side Marker LED Red/Blue-Requires 60A	273.00
<input type="checkbox"/>	96T-Rear Spoiler Traffic Light-Requires 60A	1,405.00
<input type="checkbox"/>	549-Heated Side View Mirrors	56.00
<input checked="" type="checkbox"/>	43A-Rear Auxiliary Lights	371.00
<input type="checkbox"/>	65L-5 Spoke Full Wheel Covers	56.00
<input type="checkbox"/>	64E-18" Painted Aluminum Wheels	447.00
<input type="checkbox"/>	16D-Badge Delete	N/C
<input type="checkbox"/>	86T Tail Lamp Housing Only	56.00

Safety Options

<input checked="" type="checkbox"/>	43D-Dark Car Feature- Disables Courtesy Lights	24.00
<input type="checkbox"/>	19V-Rear Camera On Demand	217.00
<input type="checkbox"/>	76P-Pre-Collision Assist w/ Pedestrian Detection-NA w/96W	136.00
<input type="checkbox"/>	68B-Police Perimeter Alert-Requires 19V and 87R	635.00

<input type="checkbox"/>	90D-Ballistic Door Panels-Level III- Driver Front Only	1,490.00
<input type="checkbox"/>	90E-Ballistic Door Panels-Level III-Driver/Pass Front	2,979.00
<input type="checkbox"/>	90F-Ballistic Door Panels-Level IV-Driver Front Only	2,270.00
<input type="checkbox"/>	90G Ballistic Door Panels-Level IV-Driver/Pass Front	4,541.00
<input checked="" type="checkbox"/>	55B-BLIS Blind Spot Monitoring	512.00
<input type="checkbox"/>	593-Perimeter Anti-Theft Alarm-Requires 55F	112.00
<input checked="" type="checkbox"/>	55F-Keyless Entry-4 Fobs	320.00
<input checked="" type="checkbox"/>	76R-Reverse Sensing	259.00

Interior Options

<input checked="" type="checkbox"/>	17T-Dome Lamp-Cargo Area Red/White	47.00
<input checked="" type="checkbox"/>	63L-Rear Quarter Glass Side Marker Lights-Red/Blue	541.00
<input type="checkbox"/>	87R-Rearview Camera-Replaces Std Camera in Center Stack	N/C
<input checked="" type="checkbox"/>	68G-Rear Door Handles, Locks, and Windows Inoperable	71.00
<input type="checkbox"/>	52P-Hidden Door Lock Plunger w/ Rear Handles Inoperable	150.00
<input type="checkbox"/>	16C-Carpet Floor Covering-Includes Floor Mats	118.00
<input checked="" type="checkbox"/>	18D-Global Lock/Unlock-Disables Auto Lock on Hatch	24.00
<input type="checkbox"/>	87P-Power Passenger Seat	306.00
<input type="checkbox"/>	85D-Front Console Plate Delete	N/C
<input checked="" type="checkbox"/>	85R-Rear Console Plate	42.00
<input type="checkbox"/>	96W-Front Interior Windshield Warning Lights N/A w/76P	1,405.00
<input type="checkbox"/>	47E-12.1" Screen	2,580.00
<input type="checkbox"/>	61B-OBD-II Split Connector	52.00
<input checked="" type="checkbox"/>	68E-Noise Suppression Kit	183.00
<input checked="" type="checkbox"/>	Keyed Alike Code <u>0576x</u> Specify Current Code	47.00
<input type="checkbox"/>	17A-Auxiliary Air Conditioning	573.00
<input type="checkbox"/>	63V-Cargo Storage Vault-Lockable for Small Items	230.00
<input checked="" type="checkbox"/>	60R-Noise Suppression-Ground Straps	94.00
<input checked="" type="checkbox"/>	18X-100 Watt Siren/Speaker	296.00
<input type="checkbox"/>	65U-Police Interior Up Grade Package	367.00
<input checked="" type="checkbox"/>	60A-Pre- Wiring for Grill Lights, Siren, and Speaker	47.00

Option Groups

<input checked="" type="checkbox"/>	67V-Police Wire Harness Connector Kit	174.00
<input checked="" type="checkbox"/>	66A-Front Headlamp Lighting Solution	841.00
<input checked="" type="checkbox"/>	66B-Tail Lamp Lighting Solution	405.00
<input checked="" type="checkbox"/>	66C-Rear Lighting Solution	428.00
<input type="checkbox"/>	67U-Ultimate Wiring Package	526.00
<input type="checkbox"/>	4-Corner LED Stobes-Requires 86T	1,195.00

- 67H- Ready for the Road Package includes 66A, 66B, 66C plus—

Whelen CenCom Light Controller	100Watt Siren Speaker
Whelen CenCom Relay Center	9 I/O Serial Cable
Light Controller Wiring	Hidden Door Lock Plunger
Grill LED Lights	Rear Console Mounting Plate
- *Requires Final Programming Does Not Include Interior Police Equipment** 3,379.00

Misc. Options

- Rustproofing 395.00
- CD-Rom Service Manual 395.00
- Delivery Greater than 50 miles of Dealership 185.00
- License & Title Municipal Plates _____ Municipal Police X 203.00
- Passenger Plates 326.00
- Certificate of Origin – Customer will complete license/title application N/C

Exterior Colors

- BU-Medium Brown Metallic
- E3-Arizona Beige Metallic
- E4-Vermillion Red
- FT-Blue Metallic
- HG-Smokestone Metallic
- J1-Kodiak Brown
- JL-Dark Toreador Red Metallic
- JS-Iconic Silver Metallic
- M7-Carbonized Gray
- LK-Dark Blue
- LM- Royal Blue
- LN-Light Blue Metallic
- TN-Silver Grey Metallic
- UJ-Sterling Grey Metallic
- UM-Agate Black
- YG-Medium Titanium Metallic
- YZ-Oxford White

Interior Colors

- Charcoal Black W/Vinyl Rear N/C
 - Charcoal Black W/Cloth Rear 58.00



Please complete the following in its entirety.

Title Information:	Village of Carol Stream
	500 N. Gary Avenue
	Carol Stream, IL 60188
Phone Number:	630-668-2167
Purchase Order Number:	466-3119
Ford FIN Code:	QF251
Tax Exempt Number:	E9997-4509-06
Total Number of Units:	8
Total Dollar Amount:	\$307,280
Delivery Address:	500 N. Gary Avenue
	Carol Stream, IL 60188

**Orders require an original signed purchase order & tax exempt letter.
Scheduled Orders Cannot be canceled**

Currie Motors Commercial Center 10125 W.
Laraway Road Frankfort, IL60423
(815) 464-9200
Kristen DeLaRiva
kdelariva@curriemotors.com
Tom Sullivan
tsullivan@curriemotors.com

*Please monitor vehicle status by registering at www.fleet.ford.com.

Complete Specs are at:

<https://www.ford.com/police-vehicles/hybrid-utility/>



Carol Stream Police Department Memorandum

TO: Bob Mellor, Village Manager
FROM: Bill Holmer, Chief of Police *WH*
DATE: March 30, 2022
RE: **PROFESSIONAL SERVICES CONTRACT – FGM ARCHITECTS**

BACKGROUND

The FY23 police department budget proposal includes a plan to reconfigure space within the department to address issues related to operational inefficiencies. With assistance from an architect, we have developed ideas which will improve upon the location of the interview rooms, better utilize space in the Investigations Section, eliminate cubicles in a hallway, and reduce disruption which exists as a result of the current design.

SUBJECT

In anticipation of this project, it was determined that we could extend a contract for architectural services in the current fiscal year, and be ready to bid the project at the start of FY23. Of course, this assumes that the project is approved as part of the FY23 budget.

We have a proposal from FGM Architects for architectural services; specifically for design and the production of construction documents. FGM is the firm which was used by the Village for design services related to the design and build-out of the training room/emergency operations center last year. They were the most responsible bidder for that project, and we were pleased with their work. This project is certainly more complex than the training room; however, FGM has extensive experience building entire police and municipal facilities.

RECOMMENDATION

It is recommended that the Village enter into a contract with FGM Architects in the amount of \$39,400 for design and construction documents. Additionally and similar to the training room project, it is recommended that we allow a not-to-exceed amount of \$25,000 for services related to bidding and construction administration on this project. The total not-to-exceed amount will be \$64,400. The contract documents have been reviewed by Village Attorney Jim Rhodes. Funding for this contract would be expensed to the capital improvements fund.



AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

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

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

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188

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

FGM Architects Inc.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523

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

Carol Stream Police Station Interior Renovations
500 N. Gary Avenue
Carol Stream, Illinois 60188

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
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8	CLAIMS AND DISPUTES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Village of Carol Stream, also referred to as the Owner, would like to renovate several areas on the first floor of the police station to increase functionality and better separate victims from suspects. The renovations would provide better workspace for investigations, crime prevention, traffic, and administrative support. Furthermore, victim and suspect interview rooms will be spatially separated to ensure to inadvertent contact between parties is avoided. The scope of the project includes interior finishes and modifying HVAC and electrical work to accommodate the renovations. The conceptual floor plan is attached to the proposal dated February 8, 2022 which is attached as Exhibit A.

- 1 HVAC and electrical engineering will be provided by FGM Architects.
- 2 Audio-Visual Design, if any, will be provided by the Owner and integrated into the Construction Documents.
- 3 FGM Architects will provide a lump sum fee for Design and Construction Document Services as described in the proposal dated February 8, 2022.
- 4 FGM Architects will provide Bidding and Construction Administration Services on an hourly rate as described in the proposal dated February 8, 2022.
- 5 The project is anticipated to be bid to General Contractors.
- 6 Furniture selection and procurement will be provided by the Village

The initial Construction budget is estimated to be between \$335,000 - \$392,000 per the conceptual budget developed by FGM Architects on December 9, 2021 which is attached as Exhibit B.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The scope of Architect's responsibilities and duties are set forth in its proposal dated February 8, 2022 which is incorporated herein and attached hereto at Exhibit A; in the event of any conflict between the proposal and this Agreement, the provisions of this Agreement shall prevail.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

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

(Paragraph deleted)

- .2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage
- .3 Workers' Compensation at statutory limits.
- .4 Professional Liability covering negligent acts, errors, and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

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

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

§ 2.5 Prior to the commencement of Architect's professional services, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.2.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.2 Design Phase Services

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

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review, if requested by the Owner, in accordance with Section 3.4.4.

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

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services – WORK IDENTIFIED IN SECTION 3.4 WILL BE PROVIDED AT HOURLY BASIS AS REQUESTED BY OWNER IN WRITING.

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (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.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

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

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

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

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 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. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include environmental studies, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, preparation of record drawings, commissioning, sustainable project services, fast track design services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services up to four (4) visits to the site by the Architect during construction and two (2) site meetings for punch list review.. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 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.

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§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the

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Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the

contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement and only for their relative percentage degree of fault. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage. As a condition of Architect's obligation to indemnify, Owner shall provide prompt written notice of the claim for which indemnification is sought and afford Architect the option to assume defense of the Owner, which Architect may elect or decline in its sole discretion.

§ 8.2 Mediation

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

§ 8.2.2 Prior to instituting mediation, on written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within five (5) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute within such ten (10) days, the parties may proceed to mediation. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

Init.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Design and Construction Documents – Lump Sum Fee of \$39,400.00

(Paragraphs deleted)

Bidding Services and Construction Administration Services – at an Hourly Rate. FGM Architects will not exceed \$25,000.00 without written consent of the Owner.

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At an hourly rate or lump sum fee as approved by the Owner

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At an hourly rate or lump sum fee as approved by the Owner

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

At a lump sum fee as approved by the Owner

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Forty	percent (40	%)
Construction Documents Phase	Sixty	percent (60	%)
<i>(Rows deleted)</i>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per hourly rate schedule which is attached and incorporated herein as Exhibit A
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

In accordance with the Illinois Local Government Prompt Payment Act

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

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User Notes: (2034513221)

.1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A – FGM Architects Proposal dated February 8, 2022.

Exhibit B – FGM Architects Conceptual Budget for Proposed Remodeling dated December 9, 2021.

(Paragraphs deleted)

Exhibit C – Rider to Standard Form of Agreement Between Owner and Architect, AIA Document B104-2017 edition, by and between the Village of Carol Stream and FGM Architects for Architectural Services in regard to Police Station Interior renovations.

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

VILLAGE OF CAROL STREAM

OWNER (Signature)

(Printed name and title)

FGM ARCHITECTS INC.



ARCHITECT (Signature)

Raymond Lee, AIA Vice President

(Printed name, title, and license number, if required)



ARCHITECT (Signature)

Andrew Jasek, AIA Executive Vice President

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:44:05 ET on 03/30/2022.

PAGE 1

AGREEMENT made as of the fourth day of April in the year 2022

...

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188

...

FGM Architects Inc.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523

...

Carol Stream Police Station Interior Renovations
500 N. Gary Avenue
Carol Stream, Illinois 60188

PAGE 2

The Village of Carol Stream, also referred to as the Owner, would like to renovate several areas on the first floor of the police station to increase functionality and better separate victims from suspects. The renovations would provide better workspace for investigations, crime prevention, traffic, and administrative support. Furthermore, victim and suspect interview rooms will be spatially separated to ensure to inadvertent contact between parties is avoided. The scope of the project includes interior finishes and modifying HVAC and electrical work to accommodate the renovations. The conceptual floor plan is attached to the proposal dated February 8, 2022 which is attached as Exhibit A.

- 1 HVAC and electrical engineering will be provided by FGM Architects.
- 2 Audio-Visual Design, if any, will be provided by the Owner and integrated into the Construction Documents.
- 3 FGM Architects will provide a lump sum fee for Design and Construction Document Services as described in the proposal dated February 8, 2022.
- 4 FGM Architects will provide Bidding and Construction Administration Services on an hourly rate as described in the proposal dated February 8, 2022.
- 5 The project is anticipated to be bid to General Contractors.
- 6 Furniture selection and procurement will be provided by the Village

The initial Construction budget is estimated to be between \$335,000 - \$392,000 per the conceptual budget developed by FGM Architects on December 9, 2021 which is attached as Exhibit B.

PAGE 3

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User Notes:

(2034513221)

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The scope of Architect's responsibilities and duties are set forth in its proposal dated February 8, 2022 which is incorporated herein and attached hereto at Exhibit A; in the event of any conflict between the proposal and this Agreement, the provisions of this Agreement shall prevail.

...

.1 General Liability

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

.2 Automobile Liability

.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage

.3 Workers' Compensation at statutory limits.

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

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

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

§ 2.5 Prior to the commencement of Architect's professional services, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.2.

PAGE 4

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

...

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

...

§ 3.2.5 The Architect shall submit the Design Documents to the ~~Owner, Owner~~ and request the Owner's approval.

...

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall ~~review~~ review, if requested by the Owner, in accordance with Section 3.4.4.

PAGE 5

§ 3.4 Construction Phase Services – WORK IDENTIFIED IN SECTION 3.4 WILL BE PROVIDED AT HOURLY BASIS AS REQUESTED BY OWNER IN WRITING.

...

§ 3.4.2.1 The Architect shall visit the site ~~at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2,~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (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.

PAGE 6

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include ~~programming, site evaluation and planning, environmental studies, civil engineering, landscape design,~~ telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, ~~tenant related services,~~ preparation of record drawings, commissioning, sustainable project services, fast track design services, and any other services not otherwise included in this Agreement.

PAGE 7

§ 4.2.2 The Architect has included in Basic Services up to four (4) visits to the site by the Architect during ~~construction~~ construction and two (2) site meetings for punch list review. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 8

~~§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

...

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial ~~Information~~ Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work

prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

PAGE 10

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6. shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement and only for their relative percentage degree of fault. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage. As a condition of Architect's obligation to indemnify, Owner shall provide prompt written notice of the claim for which indemnification is sought and afford Architect the option to assume defense of the Owner, which Architect may elect or decline in its sole discretion.~~

...

~~§ 8.2.2 Mediation. Prior to instituting mediation, on written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within five (5) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute within such ten (10) days, the parties may proceed to mediation. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

...

- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations~~

purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

PAGE 11

~~§ 9.7~~ In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

~~§ 9.8~~ Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

~~§ 10.1~~ This Agreement 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 8.3.~~

PAGE 12

Design and Construction Documents – Lump Sum Fee of \$39,400.00

.2 — Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 — Other
(Describe the method of compensation)

Bidding Services and Construction Administration Services – at an Hourly Rate. FGM Architects will not exceed \$25,000.00 without written consent of the Owner.

...

At an hourly rate or lump sum fee as approved by the Owner

...

At an hourly rate or lump sum fee as approved by the Owner

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

At a lump sum fee as approved by the Owner

...

Design Phase	<u>Forty</u>	percent (<u>40</u>	%)
Construction Documents Phase	<u>Sixty</u>	percent (<u>60</u>	%)
Construction Phase		percent (%)

...

Per hourly rate schedule which is attached and incorporated herein as Exhibit A
Employee or Category Rate

PAGE 13

.1 ~~Transportation and authorized~~ Authorized out-of-town travel and subsistence;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

%—In accordance with the Illinois Local Government Prompt Payment Act

PAGE 14

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User Notes:

(2034513221)

2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)~~

~~3 Exhibits:~~

...

Exhibit A – FGM Architects Proposal dated February 8, 2022.

Exhibit B – FGM Architects Conceptual Budget for Proposed Remodeling dated December 9, 2021.

~~4 Other documents:~~

~~(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

Exhibit C – Rider to Standard Form of Agreement Between Owner and Architect, AIA Document B104-2017 edition, by and between the Village of Carol Stream and FGM Architects for Architectural Services in regard to Police Station Interior renovations.

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

VILLAGE OF CAROL STREAM

FGM ARCHITECTS INC.

...

Raymond Lee, AIA Vice President

...


ARCHITECT (Signature)

Andrew Jasek, AIA Executive Vice President

(Printed name, title, and license number, if required)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, FGM Architects, Inc., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:44:05 ET on 03/30/2022 under Order No. 2114239456 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Vice President

(Title)

March 30, 2022

(Dated)

EXHIBIT A

FGMARCHITECTS

Proposal for

Architectural Services

For

CAROL STREAM POLICE STATION INTERIOR RENOVATIONS
Carol Stream, Illinois

Submitted to:

VILLAGE OF CAROL STREAM
500 N. Gary Avenue
Carol Stream, Illinois 60188

By:

FGM ARCHITECTS INC.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523

February 8, 2022

FGMARCHITECTS

1.0 SCOPE OF PROJECT

The Village of Carol Stream, also referred to as the Owner, would like to renovate several areas on the first floor of the police station to increase functionality and better separate victims from suspects. The renovations would provide better workspace for investigations, crime prevention, traffic, and administrative support. Furthermore, victim and suspect interview rooms will be spatially separated to ensure to inadvertent contact between parties is avoided. The scope of the project includes interior finishes and modifying HVAC and electrical work to accommodate the renovations. See the attached Conceptual Floor Plan, revised February 1, 2022.

FGMA also understands that the Owner will be acting as the construction manager for the project and will be soliciting bids and overseeing the construction.

2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following Architectural Services for the Project:

2.1 Design and Construction Document Services (Note: Due to the project size, these phases have been blended together).

2.1.1 Design Services

- .1 Meet with the Village of Carol Stream to confirm the project goals and requirements for the renovations.
- .2 FGMA shall prepare Design Documents consisting of drawings and other documents to establish and describe the size and character of the Scope of Work.
- .3 FGMA will field verify the existing conditions of the space to be renovated.
- .4 Design Documents will include architectural and interior design changes required for interior renovations.
- .5 Design Documents will be reviewed with the Owner and adjusted as required.

2.1.2 Construction Document Services

- .1 Upon approval of the Design Phase, FGMA shall prepare Construction Documents for the Project. The Construction Documents shall consist of drawings as required to secure a building permit. Specification notes will be included on the drawings.
- .2 FGMA has included HVAC, electrical, and fire protection engineering services as part of our scope of services.
- .3 FGMA will work with Owner's specialty vendors for door access controls and interview recording systems to integrate any infrastructure requirements (conduit, electrical boxes, etc.) into the work. Door access controls and recording systems are to be provided by the Owner.
- .4 FGM shall assist the Owner in filing the construction documents for permit approval from the Village of Carol Stream.

2.1.3 Services that are not included in our proposed include the following items:

- .1 Any bidding or construction administration services. These services will be provided at an hourly rate as directed by the Owner.
- .2 Furniture Design and Procurement Services.

- .3 Environmental Building Studies.
- .4 Hazardous Material Remediation (asbestos, lead, etc.).

2.3 Consultants: FGM has included the services of W-T Engineering for HVAC, electrical, and fire protection engineering.

3.0 ARCHITECT'S COMPENSATION

The Owner shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

3.1 For all professional services in connection with Architectural Design and Construction Document Services as described in Paragraph 2.0 above, we propose the following fee:

Design and Construction Documents – Lump Sum Fee of \$39,400.00

Bidding and Construction Administration – at an hourly rate. We suggest that the Village of Carol Stream allow an amount of \$25,000.00 for these services which FGMA will not exceed without prior authorization in writing.

3.2 Reimbursable Expenses

In addition to the compensation above, FGM shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. We recommend establishing a Reimbursable Allowance of \$500, which FGM shall not exceed without prior written approval of the Owner. Reimbursable Allowance includes costs for items below.

- 3.2.1 Expense of postage and/or delivery.
- 3.2.2 Expenses of any specialty consultants with Owner's prior approval.
- 3.2.3 Expense of Contract Document printing for permit submittal.
- 3.2.4 Any fees paid by FGM to authorities having jurisdiction over the project with Owner's prior approval.

Local travel (travel less than 100 miles), phone, fax, and printing of review sets shall not be charged as a Reimbursable Expense.

- 3.3 If specialty consultants are required, FGM shall be reimbursed for consultant expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same.
- 3.4 Payments shall be made by the Owner to FGM upon receipt of FGM's invoice in accordance with the Local Government Prompt Payment Act.
- 3.5 Non-payment of invoices shall constitute grounds for discontinuing service.
- 3.6 The terms of this Proposal are based upon services commencing within 30 days and all services being

FGMARCHITECTS

completed within two months thereafter.

4.0 Form of Agreement

Upon review and approval of this proposal, FGM and the Village of Carol Stream shall enter into a Contract using AIA Form of Agreement or similar as mutually acceptable, for the services outlined in this proposal. Due to the limited scope of work for this project, we suggest using AIA Document B104 Standard Abbreviated Form of Agreement Between Owner and Architect that was utilized for the Public Works Entry Renovation Project.

We appreciate this opportunity to be of service to the Village of Carol Stream for this Project.

Sincerely,

FGM ARCHITECTS INC.



Raymond K. Lee, AIA, LEED AP
Principal-in-Charge
Phone: 630.574.8711
Email: rayl@fgmarchitects.com



Andrew J. Jasek, AIA
Executive Vice President
Phone: 630.574.8709
Email: andyj@fgmarchitects.com

FGMARCHITECTS

HOURLY RATE SCHEDULE

Effective February 1, 2021*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

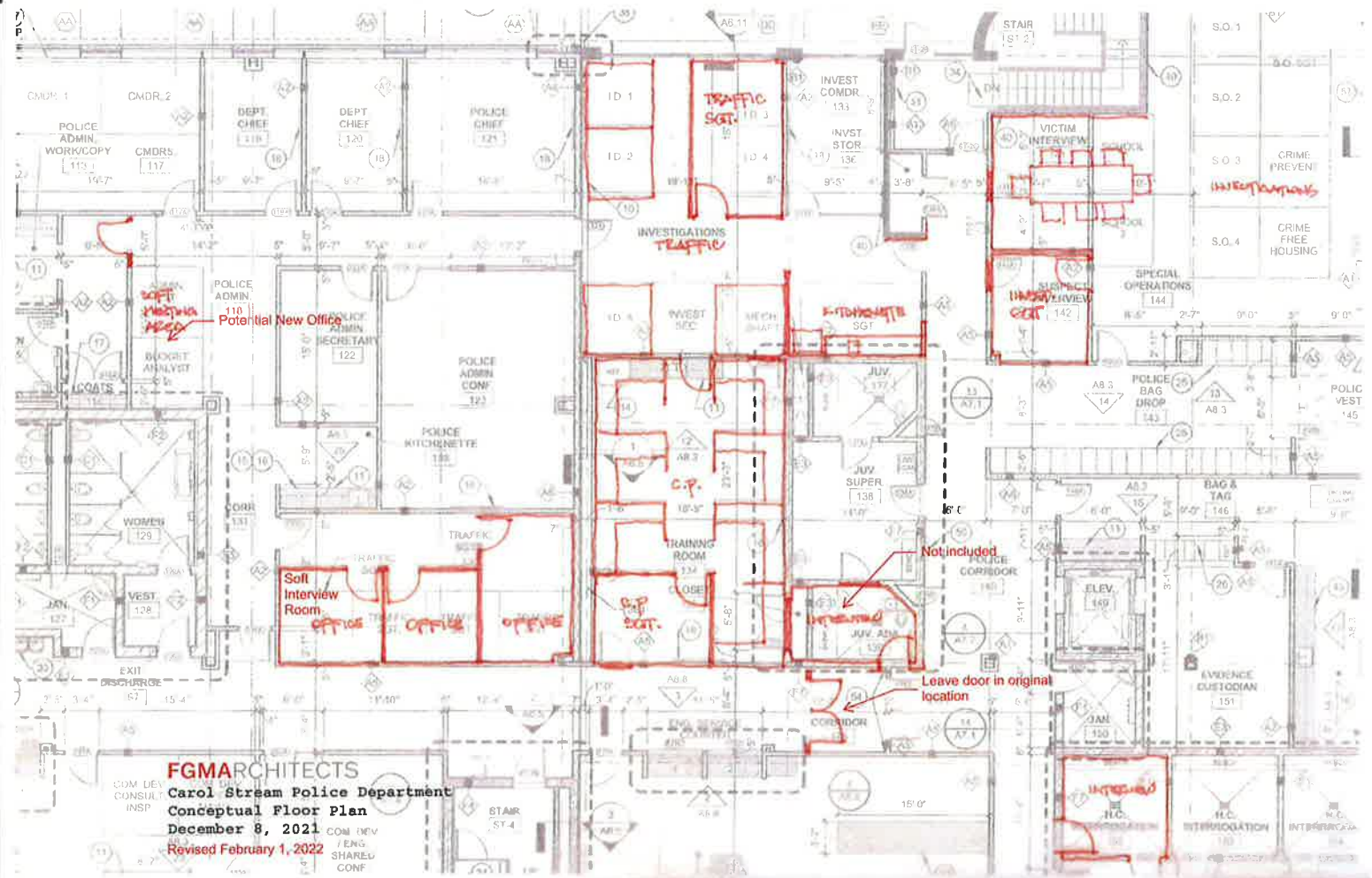
FGM Architects

Principal	\$250.00
Arch IV	\$220.00
Arch III	\$175.00
Arch II	\$145.00
Arch I	\$105.00
Interior Designer IV	\$215.00
Interior Designer III	\$170.00
Interior Designer II	\$145.00
Interior Designer I	\$100.00
Project Administrator	\$100.00

W-T Group LLC (MEFPF Engineering)

Principal in Charge	\$195.00
Project Manager	\$150.00
Project Engineer	\$135.00
CAD Technician	\$100.00
Administrative	\$75.00

*Hourly rates are subject to adjustment on November 1 each year.



FGMARCHITECTS
 Carol Stream Police Department
 Conceptual Floor Plan
 December 8, 2021
 Revised February 1, 2022

Potential New Office

Not included

Leave door in original location

Soft Interview Room
 OFFICE
 OFFICE
 OFFICE

C.P. SGT.

INVEST SGT

VICTIM INTERVIEW

VICTIM INTERVIEW

VICTIM INTERVIEW

INVESTIGATIONS TRAFFIC

INVEST SEC

C.P.

TRAINING ROOM

C.P. SGT.

INVEST SGT

JUV SUPER

JUV ADM

JUV SUPER

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EXHIBIT B

Item		Quantity	Unit	Cost/Unit		Construction Cost		Remarks
				Low	High	Low	High	
A. RENOVATION WORK								
1.0 Demolition								
1.1 Selective Demolition								
1.2	General Demolition			allow	allow	\$ 13,000	\$ 15,000	Remove partitions and ceilings for new work as required
1.3	Opening in Masonry Partitions	2	ea.	\$ 3,000	\$ 3,500	\$ 6,000	\$ 7,000	
1.4	Sub-Total					\$ 19,000	\$ 22,000	
2.0 New Construction								
2.1 Carpentry								
2.2	Rough Carpentry			allow	allow	\$ 4,000	\$ 5,000	Miscellaneous carpentry
2.3	Millwork (estimated)	10	l.f.	\$ 550	\$ 600	\$ 5,500	\$ 6,000	Cabinets and countertops
2.4 Openings								
2.5	New Single Door	10	ea.	\$ 1,800	\$ 2,000	\$ 18,000	\$ 20,000	
2.6	Relocate Pair Doors	1	ea.	\$ 3,000	\$ 3,500	\$ 3,000	\$ 3,500	Includes new walls / patching work
2.7	Door Interlocks at Suspect Interview / Interrogation			\$ 5,000	\$ 5,500	\$ 5,000	\$ 5,500	Electrified hardware
2.8	Interior Borrowed Lite Windows	100	s.f.	\$ 60	\$ 70	\$ 6,000	\$ 7,000	Allowance for interior borrowed lites and door side lites
2.9 Finishes								
2.10 Partitions								
2.11	Gypsum Board Partitions	1,700	s.f.	\$ 17	\$ 19	\$ 28,900	\$ 32,300	
2.12	CMU Wall Infill			allow	allow	\$ 2,500	\$ 2,700	At Juv Cell
2.13	Existing Walls - Patching Allowance			allow	allow	\$ 4,000	\$ 5,000	
2.14 Acoustical Tile Ceilings								
2.15	New Ceilings	790	s.f.	\$ 6.50	\$ 7.00	\$ 5,135	\$ 5,530	
2.16	Ceiling Patching			allow	allow	\$ 3,000	\$ 4,000	Allowance for ceiling treatments
2.17 Flooring								
2.18	Level Floor in Juv Cell	80	s.f.	\$ 18.00	\$ 20.00	\$ 1,440	\$ 1,600	
2.19	Resilient Flooring	182	s.f.	\$ 10.00	\$ 12	\$ 1,820	\$ 2,184	
2.20	Resilient Base	160	l.f.	\$ 3.50	\$ 4.00	\$ 560	\$ 640	
2.21	Carpet	790	s.f.	\$ 6.25	\$ 6.75	\$ 4,938	\$ 5,333	Includes floor prep
2.22	Carpet Patching			allow	allow	\$ 2,000	\$ 3,000	Patching at new partitions
2.23	Paint	6,020	s.f.	\$ 1.70	\$ 1.95	\$ 10,234	\$ 11,739	
2.24	Wall Coverings (acoustical over CMU)	340	sf	\$ 6.00	\$ 7.00	\$ 2,040	\$ 2,380	In new soft interview room
2.25 Specialties								
2.26	Signage and Graphics			allow	allow	\$ 20,000	\$ 25,000	
2.27	Plumbing	18	ea.	allow	allow	\$ 3,500	\$ 4,000	Includes coring holes through floors
2.28	HVAC for Remodeled Areas	790	s.f.	\$ 18	\$ 23	\$ 14,220	\$ 18,170	Extension of existing systems
2.29	Electrical	790	s.f.	\$ 30	\$ 35	\$ 23,700	\$ 27,650	New power and lighting
2.30	Miscellaneous Electrical Rework			allow	allow	\$ 4,000	\$ 5,000	
2.31	Door Access Controls Rework	3	ea.	\$ 1,000	\$ 1,200	\$ 3,000	\$ 3,600	Tie into existing system

Village of Carol Stream
Police Station Remodeling
Conceptual Budget for Proposed Remodeling

FGMARCHITECTS

December 9, 2021

FGM#: M4-0311.01

Item	Quantity	Unit	Cost/Unit		Construction Cost		Remarks
			Low	High	Low	High	
2.32 Audio Visual Systems					\$ -	\$ -	By Owner - see below
Sub-Total					\$ 176,487	\$ 206,826	
B. SUB-TRADE TOTAL					\$ 195,487	\$ 228,826	Building Envelope + Renovation Work
C. GENERAL CONDITIONS AND OH&P							
1.0 General Contractor General Conditions (10%)					\$ 19,549	\$ 22,883	
1.1 Temporary Partitions					\$ 5,000	\$ 6,000	
1.2 General Contractor Bonds and Insurance (1.5%)					\$ 3,301	\$ 3,866	
1.3 General Contractor Overhead and Profit (8%)					\$ 17,867	\$ 20,926	
1.4 Sub-Total					\$ 45,716	\$ 53,674	
D. TOTAL CONSTRUCTION COSTS					\$ 286,919	\$ 336,174	Current (2021) construction costs
E. DESIGN AND CONSTRUCTION CONTINGENCY (10%)					\$ 28,692	\$ 33,617	
F. ESCALATION (6.0% for One Year)					\$ 18,937	\$ 22,187	Assume construction in 2022
G. TOTAL PROJECT CONSTRUCTION BUDGET					\$ 334,547	\$ 391,978	
H. ALLOWANCES							
1.0 Allowances for Items to be Purchased by the Village							
1.1 Furniture and Equipment					\$ 60,000	\$ 65,000	Assume reuse of existing
1.2 Appliances					\$ 1,000	\$ 1,500	Assume reuse of existing
1.3 Computer Systems					\$ -	\$ -	By Owner
1.4 Audio Visual Systems					\$ -	\$ -	By Owner - monitor in Investigations Conference Area
1.5 Wireless Network System					\$ -	\$ -	By Owner
1.6 Wireless Telephone Boosters/Amplifiers					\$ -	\$ -	By Owner
1.7 Telephone System Expansion					\$ -	\$ -	By Owner
1.8 Total Allowances for Items to be Purchased by the County					\$ 61,000	\$ 66,500	
2.0 Allowances for Items Fees and Soft Costs							
2.1 Architectural and Engineering Fees					\$ 53,500	\$ 62,700	Limited construction administration services
2.3 Furnishings Design Fee					\$ -	\$ -	By Owner
2.4 Commissioning					\$ -	\$ -	Not Required
2.5 Material Testing During Construction					\$ -	\$ 4,000	Not Required
2.6 Printing Costs					\$ 2,500	\$ -	
2.7 Moving Costs					\$ -	\$ -	By Owner
2.8 Building Permit Fees					\$ -	\$ -	Assumed will be waived
2.9 Total Allowances for Fees and Soft Costs					\$ 56,000	\$ 66,700	

Village of Carol Stream
Police Station Remodeling
Conceptual Budget for Proposed Remodeling

FGMARCHITECTS

December 9, 2021

FGM#: M4-0311.01

Item	Quantity	Unit	Cost/Unit		Construction Cost		Remarks
			Low	High	Low	High	
I TOTAL PROJECT BUDGET					\$ 451,547	\$ 525,178	
J NOTES							
1.0	Project Budgets are preliminary and are based on historical square foot cost information						
1.1	Project Budgets are based on a Summer / Fall 2022 construction start date.						
1.2	Project Budgets do not include legal fees or financing costs.						
1.3	Construction Costs are based utilizing a General Contractor for the project delivery method						
<small>\\fgm-inc.com\cloud\data\jobs\mk_ch\M4-0311.00\Drawings\Carol Stream PD Renovation Budget 2021.11.09.xls</small>							

EXHIBIT "C"

RIDER TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, AIA DOCUMENT B104-2017 EDITION, BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND FGM ARCHITECTS FOR ARCHITECTURAL SERVICES IN REGARD TO POLICE STATION INTERIOR RENOVATION PROJECT

This Rider is attached to, and is incorporated into, the Standard Form of Agreement Between Owner and Architect, AIA Document B104-2017 Edition and its Exhibits "A" and "B" (collectively "the Agreement") made and entered into by and between the Village of Carol Stream, 500 Gary Avenue, Carol Stream, Illinois 60188 ("Owner") and FGM Architects of 1211 West 22nd Street, Suite 705, Oak Brook, Illinois 60523 (the "Architect") for the purpose of supplementing and modifying certain terms and conditions of the Agreement. In the event of a conflict between the Agreement and its Exhibits "A" and "B" and this Rider, the provisions set forth in this Rider shall govern and control. Where any provision of the Agreement or the Exhibit "A" is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

1. Add the following subsections to Article 10 (Miscellaneous Provisions):

Section 10.8: Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Owner to any FOIA request, the Architect agrees to provide all requested public records within five (5) business days of a request being made by the Owner. The Architect agrees to defend, indemnify and hold harmless the Owner and Owner's Affiliates and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Owner to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the Architect's actual or alleged violation of the FOIA or the Architect's failure to furnish all public records as requested by the Owner. Furthermore, should the Architect request that the Owner utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, the Architect agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Architect agrees to defend, indemnify and hold harmless the Owner and the Owner's Affiliates, and agrees to pay all costs incurred by the Owner and the Owner's Affiliates connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines and any other expenses) to defend any denial of a FOIA request pursuant to the Architect's request to utilize a lawful exemption.

Section 10.9: Notice to Proceed with Services. The Architect shall commence the Services immediately upon receipt of a written notice to proceed from the Owner ("Commencement Date"). The Architect shall diligently and continuously work on the Services until the completion of the Services or upon the termination of this Agreement, but in no event later than each completion date designated by the Owner for each of the phases of the Services that are set forth in the Agreement and Exhibit "A". The Parties may mutually agree, in writing, to modify the completion date for each phase of Services. Delays caused by the Owner shall extend any completion date in equal proportion to the delay caused by the Owner. In

the event that the Architect performs any Services and incurs any expenses in furtherance of the Project prior to receiving a written notice to proceed from the Owner in regard to the Project, the Services are performed and the expenses are incurred at the Architect's sole risk, and such Services and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Owner. Those actual, documented Services performed prior to the issuance of the Owner notice to proceed shall be paid by the Owner as part of the "not to exceed" Fee provided by this Agreement.

- A. Suspension of Services. The Owner, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Architect. The Architect must stop the performance of all Services within the scope of the suspension notice until the Owner directs the Architect in writing to resume performance of the Services.
- B. Phasing of Scope of Work. The Architect shall not commence performance of the Services on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Owner Representative, who shall be designated by the Owner (**initial Owner Representative: William Holmer**). In the event that the Owner decides not to proceed with the Project or any subsequent phase of the Project for any reason, this Agreement shall terminate upon written notice to the Architect, issued by the Owner, advising of the termination of this Agreement. In such case, the Owner shall be liable to the Architect only for payment of all actual, completed, documented Services through the date of termination, subject to the terms and limitations set forth in the section entitled "Compensation" of the Engagement Letter and the out-of-pocket expenses set forth in the Agreement. The Architect agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Agreement by the Owner based on the Owner's decision not to proceed with the Project or any phase of the Scope of Work.
- C. Reporting; Delivery Date of Final Report. The Architect shall regularly, and upon request of the Owner's Representative, provide both written, electronic (email) and verbal reports to the Owner Representative and to any other Owner staff or officials upon request regarding the progress of the Services. Upon final completion of the Services, the Architect shall deliver a final written report addressed to the Village Manager that confirms the completion of the Services (the "Final Report"). The Final Report shall be completed and delivered to the Owner on or before the Completion Date.
- D. Electronic Reporting. In addition to providing the Owner with paper copies of all reports, data or results and the Final Report, the Architect shall, to the extent possible, submit documentation regarding the Services to the Owner electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.

Section 10.10: Records; Audit. The Architect shall maintain records showing the Services performed and a record of additional services performed, and shall permit the Owner to inspect and audit all data and records of the Architect for Services performed pursuant to this Agreement. The records shall include all billable charges and costs, descriptions and time entries by personnel (in minutes/hours increments) incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Upon written request by the Owner, the records shall promptly be made available to the Owner or its auditors during normal business hours during the term of this Agreement, and for three (3) consecutive calendar years after the termination of this Agreement. Copies of such records shall be promptly furnished by the Architect to the Owner at a reasonable per-page photocopy expense or in an electronic or digital format at no charge.

Section 10.11: Compliance With Laws.

- A. Compliance with Laws. The Architect and its employees shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services, now in effect, or which may become in effect during the performance of the Services. The Architect also must comply with applicable conditions of any Federal, State or local grant received by the Owner with respect to this Agreement. The Architect will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Architect's improper performance of, or failure to properly perform, any Services. In the event that the Architect or its employees, in performing the Services, are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Architect shall indemnify and hold the Owner harmless, and pay all amounts determined to be due from the Owner for such non-compliance by the Architect, including, but not limited to, fines, costs, attorneys' fees and penalties.
- B. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the Architect agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).
- C. Preference To Veterans Act Compliance. To the extent required by law, the Architect will comply with the Preference to Veterans Act (330 ILCS 55).
- D. Patriot Act Compliance. The Architect represents and warrants to the Owner that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Architect further represents and warrants to the Owner that the Architect and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Architect agrees to defend, indemnify and hold harmless the Owner and the Owner's Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- E. Certifications by Parties. The Parties to this Agreement shall further comply with all applicable Federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-

42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of State or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by Federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).

Section 10.12: The Architect Representations.

- A. No Collusion. The Architect represents and certifies that the Architect is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Owner, unless the Architect is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Architect represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Owner prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Architect has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Architect

shall be liable to the Owner for any loss or damage that the Owner may suffer, and this Agreement shall, at the Owner's option, be null and void.

B. Conflict of Interest.

(a) The Architect represents and certifies that, to the best of its knowledge: (1) no employee or agent of the Owner is interested in the business of the Architect or this Agreement; (2) as of the date of this Agreement, neither the Architect nor any person employed or associated with the Architect has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Architect nor any person employed by or associated with the Architect shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

Section 10.13: Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) by personal delivery; (2) by a reputable overnight courier; (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (4) by email delivery to the Party's business email address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt; or (d) date of delivery of the email. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the Owner and the Architect shall be addressed to, and delivered at, the following addresses:

FGM Architects Inc.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523
Attention: Andrew J. Jasek, AIA
Email Address: andyjasek@fgmarchitects.com

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188
Attention: Village Manager
Email Address:

This Rider entered into on the day and date first shown above.

FOR THE OWNER:

FOR THE ARCHITECT:

VILLAGE OF CAROL STREAMS

FGM ARCHITECTS INC.



Raymond K. Lee, Vice President

ATTEST:

ATTEST:

Deputy Village Clerk

By: 

Its: Executive Vice President

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Jon Batek, Finance Director
DATE: March 29, 2022
RE: Water and Sewer Rate Ordinance – May 1, 2022

Transmitted with this memorandum is a proposed ordinance establishing water and sewer rates effective May 1, 2022.

Staff reviewed the proposed FY22/23 Water and Sewer Fund budget at a Village Board workshop meeting on March 21. This included the discussion of the following issues that have a direct impact on user rates required to sustain annual operations as well as the long-term capital infrastructure needs of the combined utility systems:

Water – The DuPage Water Commission (DWC) is the Village’s supplier of Lake Michigan water. Based on its contract with the City of Chicago and the inflation index for 2021, the DWC is proposing a direct pass-through of its increase in water supply costs of \$0.21 per 1,000 gallons to member communities beginning May 1, 2022. In addition to the increase in raw water costs, an additional \$0.10 is proposed to defray additional operating cost increases related to personnel. This has been reduced from staff’s original proposal of \$0.16 with the deferral of funding and decisions related to the maintenance of Village back-up wells. The total proposed water rate increase for May 1, 2022 is \$0.31 per 1,000 gallons.

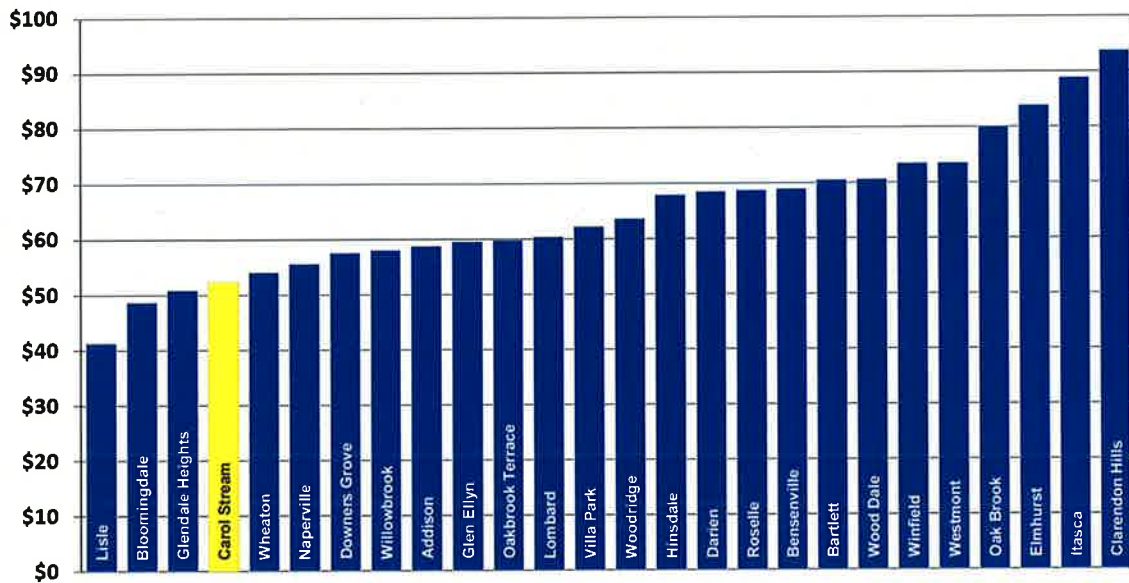
Sewer – The sewer rate was last increased on May 1, 2019. For May 1, 2022, an increase in the sewer rate of \$0.24 is proposed to begin funding of an updated Wastewater Reclamation Center (WRC) capital improvement program totaling \$20.6 million over the next ten (10) years.

The proposed combined \$0.55 rate increase will result in an increase in the monthly water/sewer bill of a customer using 6,000 gallons of water of \$3.30 and represents an increase of 4.2% in the total current combined water and sewer billing rate of \$13.04 per 1,000 gallons of water consumed.

After considering the proposed rate adjustments for May 1, Carol Stream continues to have among the lowest combined water and sewer rates of all DuPage Water Commission communities as illustrated on the attached graphics.

Typical Monthly Water Bill 5/1/2022

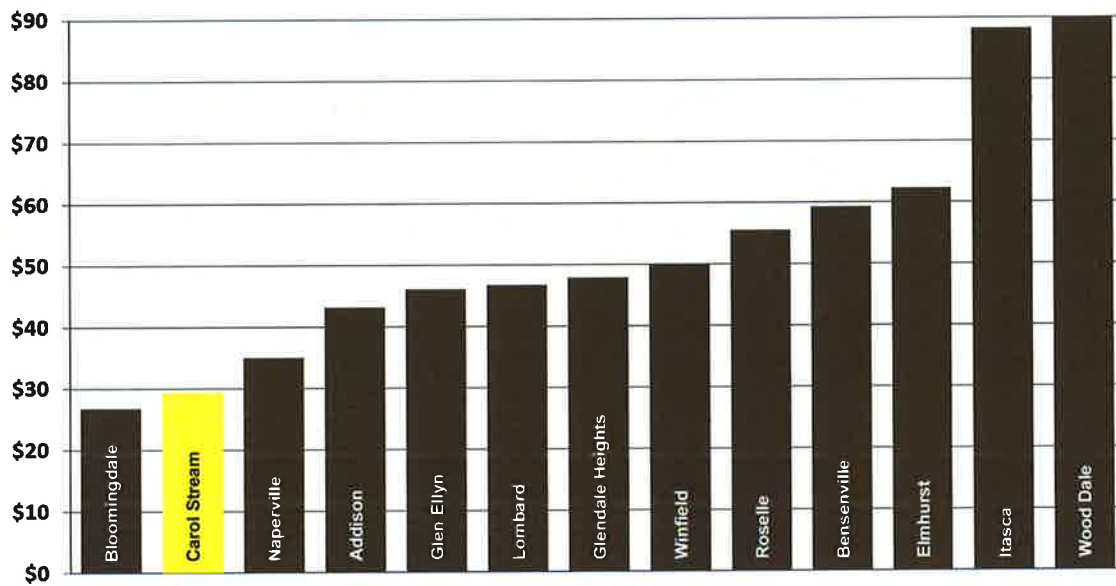
DWC Member Customers (Based on consumption of 6,000 gallons)



Source: Municipal Websites - 3/1/2022

Typical Monthly Sanitary Sewer Bill 5/1/2022

DWC Member Customers (Based on water consumption of 6,000 gallons)



Source: Municipal Websites - 3/1/2022

Includes those municipal members that bill for sewage treatment or operate sewage treatment facilities.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 13-3-13 OF THE VILLAGE CODE
PERTAINING TO WATER AND SEWER RATES**

WHEREAS, the Village of Carol Stream owns and operates a combined water and sanitary sewerage system that serves all residents and businesses in the Village of Carol Stream and some of the adjacent unincorporated areas; and

WHEREAS, virtually all of the funds required for the operation, maintenance and improvement of the system are derived from the users of the system through a schedule of user rates and charges; and

WHEREAS, the Village's proposed Water and Sewer Fund Budget for the new fiscal year beginning May 1, 2022 through April 30, 2023 projects that anticipated revenues to be generated from current water and sewer rates will be insufficient to cover proposed operating expenses as well as capital investment needs necessary to maintain the water and sanitary sewer systems in good working order; and

WHEREAS, an increase in the water rate of \$0.31 per 1,000 gallons billed to Carol Stream water customers is necessary to offset the Village's costs of maintaining a safe and reliable potable water distribution system; and

WHEREAS, an increase in the sanitary sewerage rate of \$0.24 per 1,000 gallons of water billed is necessary to ensure sufficient funds are generated to meet the continued operational and capital maintenance costs of the sanitary sewerage collection and treatment systems.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That Section 13-3-13 of the Village Code of Ordinances, Subsections (B), (C) and (D) of the Village of Carol Stream pertaining to Water and Sewer Rates is and the same is hereby amended to read as follows:

§13-3-13 RATES

- (B) For each residential single-family, commercial or industrial user of the combined waterworks and sewerage system within the corporate limits, the charge for water and sewer service shall be as follows:

The charge shall be \$13.59 per each 1,000 gallons or a fraction thereof.

- (C) For each residential single-family and multi-family, commercial, or industrial user of water service only, within the corporate limits, the charge for water service only shall be as follows:

For each 1,000 gallons, the charge shall be \$8.69 per each 1,000 gallons or fraction thereof.

- (D) For each residential single-family and multi-family, commercial or industrial user of the sewer service only, within the corporate limits, the charge for sewer service only shall be as follows:

For each 1,000 gallons, the charge shall be \$4.90 for each 1,000 gallons or fraction thereof.

SECTION 2: All other sections of the code not herein modified or changed shall remain in full force and effect.

SECTION 3: After its passage, approval and publication in pamphlet form as provided by law, this Ordinance shall be in full force and effect for usage beginning May 1, 2022.

PASSED AND APPROVED THIS 4th DAY OF APRIL 2022.

AYES:

NAYS:

ABSENT:


Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Adam Frederick, Assistant Village Engineer 

DATE: March 30, 2022

RE: Local Public Agency Engineering Services Agreement Supplement #1
Fair Oaks Safety Improvements Project

In April of 2021, the Village approved a contract for the design engineering for the Fair Oaks Road Safety Improvements Project between Judith Court and Riviera Court in the amount of \$136,222.00. At that time, the Village and TranSystems did not believe the culvert pipe replacement would fall under the jurisdiction of the United States Army Corps of Engineers (USACE). However, even though the area is mostly dry, the USACE is considering the area to be "in stream" causing additional USACE coordination, permitting and plan revisions to become necessary. This determination also causes a plan submittal to the Kane DuPage Soil and Water Conservation District (KDSWCD) to be necessary. TranSystems is therefore requested an additional \$13,866.00 to cover these unexpected items, bringing the total amended agreement to \$150,088.00.

IDOT has indicated that the extra engineering cost related to USACE and KDSWCD permitting is eligible to be paid for by the Rebuild Illinois Bond Fund. Staff therefore recommends that Local Public Agency Engineering Services Agreement Supplement #1 in the amount of \$13,866.00 be approved for the Fair Oaks Road Safety Improvements Project, and four (4) original copies be sent to IDOT for processing.

Attachment:

BLR 05530 – Local Public Agency Engineering Services Agreement

Cc: Bill Cleveland, Village Engineer
Jon Batek, Finance Director

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ILLINOIS
DEPARTMENT OF TRANSPORTATION PRELIMINARY ENGINEERING
SERVICES AGREEMENT SUPPLEMENT #1 FOR FEDERAL PARTICIPATION
WITH REGARD TO THE FAIR OAKS SAFETY IMPROVEMENTS PROJECT
FROM JUDITH LANE TO RIVIERA COURT**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Illinois Department of Transportation Preliminary Engineering Services Agreement Supplement #1 for Federal Participation with regard to the Fair Oaks Safety Improvements Project from Judith Lane to Riviera Court attached hereto as Exhibit "A", and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Illinois Department of Transportation Agreement, in the appropriate form, attached hereto as Exhibit "A".

SECTION 2: That all Resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

PASSED AND APPROVED THIS 4th DAY OF APRIL, 2022.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk



**Local Public Agency
Engineering Services Agreement**

Exhibit A



Using Federal Funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement For MFT PE	Agreement Type Supplement	Number
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LOCAL PUBLIC AGENCY

Local Public Agency Village of Carol Stream	County DuPage	Section Number 21-00066-00-MS	Job Number
Project Number 	Contact Name Bill Cleveland	Phone Number (630) 868-2260	Email wcleveland@carolstream.org

SECTION PROVISIONS

Local Street/Road Name Fair Oaks Road Safety Improvement	Key Route FAU 2542	Length 0.1 mi	Structure Number N/A
Location Termini Judith Lane to Riviera Court			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description

Phase 1 and 2 Engineering services for safety improvements to design retaining walls, guardrail, and culvert replacement. Proposed improvements will include new retaining walls, new guardrail, and new culverts with an average useful life greater than 13 years. The purpose of the project is to provide safety to motorists with new safety features including wider shoulders, retaining walls, guardrail, and barrier terminal sections. The need for this project is to prevent poor existing conditions from causing further crashes, damages, and injury to motorists.

Engineering Funding	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input checked="" type="checkbox"/> Other	Rebuild Illinois Bond Funds	
Anticipated Construction Funding	<input type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input checked="" type="checkbox"/> Other	Rebuild Illinois Bond Funds

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name TranSystems Corporation	Contact Name Dave Block	Phone Number (847) 460-2950	Email dwbblock@transystems.com
Address 1475 E., Woodfield Road, Suite 600	City Schaumburg	State IL	Zip Code 60173

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys,

reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and

(b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
TranSystems Corporation	43-0839725	\$13,866.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$13,866.00
Total for all work		\$13,866.00

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Name of Local Public Agency

Attest: The of

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

TranSystems Corporation

By (Signature & Date)

 3/10/2022

Title

Assistant Vice President

By (Signature & Date)

 3/10/2022

Title

Principal

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

1. USACE Coordination and Permitting

- a. Original scope did not include any coordination or permitting with USACE
- b. USACE considers this project "in-stream" even though the area is mostly dry
- c. USACE requiring Regional Permit #3 and Regional Permit #18
- d. USACE requiring joint application form
- e. USACE requiring modified seed mix
- f. USACE requiring coordination with adjacent site owner, FPDDC, and response to recommended measures to protect area
- g. USACE requiring submittal of plans to KDSWCD for review. Fee of \$4,440 assumed to be paid for by Village.
- h. Potential for USACE to switch to from Regional Permit Program to Nationwide Permit Program.
- i. USACE requires contingency plan with in-stream work plan for bypass pumping, erosion control sediment basin, and sequence of construction

2. Plan Revisions

- a. Revise Drainage and Utilities sheet to address wetland and waters of the US boundaries and buffers.
- b. Revise Erosion Control Plan sheet to include in-stream work plan for bypass pumping, erosion control sediment basin, and sequence of construction
- c. Revised Landscaping Plan sheet to include seeding areas within buffers to be managed by others.

3. Additional Project Management and Administration

- a. Assume 4 hrs/month for 4 additional months

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**EXHIBIT B
PROJECT SCHEDULE**

Final PS&E - 6/03/2022
Local Letting - 7/15/2022

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**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				

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**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
-			
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Local Public Agency Village of Carol Stream	County DuPage	Section Number 21-00066-00-MS
Consultant (Firm) Name TranSystems Corporation	Prepared By Dave Block	Date 3/11/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	143.97%
START DATE	3/18/2022		COMPLEXITY FACTOR	0
RAISE DATE	4/2/2022		% OF RAISE	2.00%
END DATE	9/17/2022			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/18/2022	4/2/2022	1	16.67%
1	4/3/2022	9/2/2022	5	85.00%

The total escalation = 1.67%

MAXIMUM PAYROLL RATE

78.00

ESCALATION FACTOR

1.67%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$78.00	\$78.00
Engineer 4 (E4)	\$77.39	\$78.00
Engineer 3 (E3)	\$68.71	\$69.86
Engineer 2 (E2)	\$48.13	\$48.93
Engineer 1 (E1)	\$36.00	\$36.60
Planner 5 (P5)	\$78.00	\$78.00
Planner 4 (P4)	\$66.91	\$68.03
Planner 3 (P3)	\$46.70	\$47.48
Planner 2 (P2)	\$39.64	\$40.30
Architect 4 (AR4)	\$73.88	\$75.11
Architect 3 (AR3)	\$65.92	\$67.02
Architect 2 (AR2)	\$45.24	\$45.99
Architect 1 (AR1)	\$37.86	\$38.49
Environmental Scientist 4 (SC4)	\$78.00	\$78.00
Industry Specialist 3 (IS3)	\$60.11	\$61.11
Construction Services 4 (CS4)	\$57.14	\$58.09
Construction Services 3 (CS3)	\$58.46	\$59.43
Construction Services 2 (CS2)	\$33.08	\$33.63
Technician 3 (T3)	\$39.18	\$39.83
Technician 1 (T1)	\$20.04	\$20.37
Administrative 3 (A3)	\$56.24	\$57.18
Administrative 2 (A2)	\$30.66	\$31.17
Administrative 1 (A1)	\$26.94	\$27.39

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AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1-USACE Coordination and Permitting			2-Plan Revisions			3-Additional Project Mngmt & Admin								
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Engineer 5 (E5)	78.00	0.0																	
Engineer 4 (E4)	78.00	24.0	25.00%	19.50	8	20.00%	15.60	8	20.00%	15.60	8	50.00%	39.00						
Engineer 3 (E3)	69.86	0.0																	
Engineer 2 (E2)	48.93	44.0	45.83%	22.43	20	50.00%	24.47	24	60.00%	29.36									
Engineer 1 (E1)	36.60	20.0	20.83%	7.63	12	30.00%	10.98	8	20.00%	7.32									
Planner 5 (P5)	78.00	0.0																	
Planner 4 (P4)	68.03	0.0																	
Planner 3 (P3)	47.48	0.0																	
Planner 2 (P2)	40.30	0.0																	
Architect 4 (AR4)	75.11	0.0																	
Architect 3 (AR3)	67.02	0.0																	
Architect 2 (AR2)	45.99	0.0																	
Architect 1 (AR1)	38.49	0.0																	
Environmental Scientist 4 (E4)	78.00	0.0																	
Industry Specialist 3 (IS3)	61.11	0.0																	
Construction Services 4 (CS4)	58.09	0.0																	
Construction Services 3 (CS3)	59.43	0.0																	
Construction Services 2 (CS2)	33.63	0.0																	
Technician 3 (T3)	39.83	0.0																	
Technician 1 (T1)	20.37	0.0																	
Administrative 3 (A3)	57.18	0.0																	
Administrative 2 (A2)	31.17	8.0	8.33%	2.60							8	50.00%	15.59						
Administrative 1 (A1)	27.39	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		96.0	100%	\$52.15	40.0	100.00%	\$51.05	40.0	100%	\$52.28	16.0	100%	\$54.59	0.0	0%	\$0.00	0.0	0%	\$0.00

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Sandy Belongia, Interdepartmental Aide
DATE: March 23, 2022
RE: Raffle License Application
Carl Sandburg Elementary School

The Carl Sandburg Elementary School PTA is having a Trivia Night on Saturday, May 7, 2022 at the American Legion Post 76 in Carol Stream. The 50/50 raffle will benefit educational programs and services for the students of Carl Sandburg Elementary School. Raffle tickets will be sold for \$1.00 each.

They have requested a waiver of all fees as indicated in the attached letter request. The raffle license application and required documentation is on file in the Administration Department.

Please place this item on the agenda for review and approval by the Village Board of Trustees during the Monday, April 4, 2022 Board meeting.

Thank you.

Attachment



March 17, 2022

To Whom it May Concern,

We are hosting a Trivia Night for Sandburg Elementary School on May 7, 2022. This event helps support the educational programs and services for the students of Sandburg Elementary School through the Sandburg PTA such as technology for classrooms, field trips to enhance classroom learning and family reading nights.

The event, at the American Legion Hall, will draw Sandburg families from Wheaton, Winfield and Carol Stream. We would appreciate a waiver for the raffle license to help raise much-needed funds for our school.

Thank you for your consideration.

Sincerely,

Lindsey Fiore

Lindsey Fiore
Trivia Night Committee
630.337.9969
fiorefamilyl3@gmail.com

Sandburg Elementary School PTA
1345 Jewell Road
Wheaton, IL 60187
630-682-2105
Federal Tax ID# 36-3603340



Carl Sandburg PTA * 1345 Jewell Road * Wheaton, IL 60187 * 630-682-2105

Mindy Koechling/Christine Ripsky - Co-Presidents, Michelle Dahlquist - Vice President, Committees
Laura Kommers- Vice President, Ways and Means, Sarah Rodriguez - Secretary, Becky Dandy - Treasurer

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 4, 2022**

AGENDA ITEM
L-1 4/4/22

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AEP ENERGY					
100 DELLA CT 02/09-03/10/22	10.42	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 03/14/22	
192 YUMA LN 02/18-03/21/22	31.29	01670300-53213	STREET LIGHT ELECTRICITY	3013130479 03/22/22	
401 TOMAHAWK 02/18-03/21/22	43.57	01670300-53213	STREET LIGHT ELECTRICITY	3013130468 03/22/22	
403 SIOUX 02/18-03/21/22	24.88	01670300-53213	STREET LIGHT ELECTRICITY	3013130389 03/22/22	
491 CHEYENNE 02/18-03/21/22	24.88	01670300-53213	STREET LIGHT ELECTRICITY	3013130413 03/22/22	
512 CANYON TRL 02/18-03/21/22	21.88	01670300-53213	STREET LIGHT ELECTRICITY	3013130402 03/22/22	
594 NEZ PERCE CT 02/18-03/21/22	20.43	01670300-53213	STREET LIGHT ELECTRICITY	3013130424 03/22/22	
633 THUNDERBIRD 02/18-03/21/22	84.46	01670300-53213	STREET LIGHT ELECTRICITY	3013130457 03/22/22	
796 PAWNEE 02/18-03/21/22	60.37	01670300-53213	STREET LIGHT ELECTRICITY	3013130435 03/22/22	
	322.18				
AJD CONCRETE CONSTRUCTION CORP					
SNOW REMOVAL-GLENBARD 03/07/22 PO-3959	725.00	01670200-52266	SNOW REMOVAL	2022034	
SNOW REMOVAL-GLENBARD 03/11/22 PO-3959	835.00	01670200-52266	SNOW REMOVAL	2022035	
SNOW REMOVAL-SILVERLEAF 03/07/22 PO-3959	120.00	01670200-52266	SNOW REMOVAL	2022033	
SNOW REMOVAL-SILVERLEAF 03/11/22 PO-3959	120.00	01670200-52266	SNOW REMOVAL	2022036	
	1,800.00				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTOR 03/01-03/31/22 PO-1937	3,166.56	01652800-52257	GIS SYSTEM	0000010	
	3,166.56				
ALL STAR MANAGEMENT NO 9 INC					
ELECTRIC SIGN REPAIR-SCHMALE RD WATERMAII	3,465.00	04201600-54480	CONSTRUCTION	34580	
	3,465.00				
AMANDA LARSEN					
WOMEN IN CRIMINAL JUSTICE-LARSEN 04/12-04	64.00	01660100-52223	TRAINING	2022 WCJ-LARSEN	
	64.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 4,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AVI SYSTEMS INC					
PTZ CAMERA, MIC UPGRADES PO-1952	9,274.80	01-13010	PRE-PAID ITEMS	88786773	
	<u>9,274.80</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLUMBING INSPECTION-JAN 2022 (REVISED)	1,375.31	01643700-52253	CONSULTANT	15592	
	<u>1,375.31</u>				
BASIC IRRIGATION SERVICES INC					
TC-AERATOR	1,676.00	01670600-52244	MAINTENANCE & REPAIR	29177	
	<u>1,676.00</u>				
BAXTER & WOODMAN INC					
WRC CONSTRUCTION-DEWATERING, PO-3906, P/	787.50	04101100-54480	CONSTRUCTION	0232782	
	<u>787.50</u>				
BEDROCK EARTHSCAPES LLC					
BASIN RETROFIT PROJECT-UNIT1 PO.462-586	1,200.00	11740000-55488	STORMWATER UTILITIES	1779	
POND MAINTENANCE CONTRACT PO-462650	4,820.00	01620100-52358	POND/STORM MAINTENANCE	1782	
	<u>6,020.00</u>				
BELLAS PIZZA					
MEAL-VILLAGE MTG 03/22/22	122.45	01520000-52222	MEETINGS	1567	
	<u>122.45</u>				
BRIAN COOPER					
HOTEL-COOPER, DRE CLASS 01/30-02/04/22	481.70	01660100-52223	TRAINING	84668300-COOPER	
	<u>481.70</u>				
CAROL CADLE					
CLOTH ALLOW-C CADLE, DICKIES	69.98	01660100-53324	UNIFORMS	DICKIES 03/17/22	
CLOTH ALLOW-C CADLE, DICKIES	134.96	01660100-53324	UNIFORMS	DICKIES 03/21/22	
WOMEN IN CRIMINAL JUSTICE-C CADLE 04/12-0	64.00	01660100-52223	TRAINING	2022 WCJ-CADLE	
	<u>268.94</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 4,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CHAD PASKEVICZ					
2022 ICNA-PASKEVICZ 04/25-04/29/22	172.25	01660100-52223	TRAINING	2022 ICNA-PASKEVICZ	
WIRELESS BLUETOOTH EARBUDS-PASKEVICZ, AM	119.00	01660100-53317	OPERATING SUPPLIES	2633014	
	291.25				
CLARKE ENVIROMENTAL MOSQUITO MGMNT					
MOSQUITO BRIQ'S	787.60	01670600-53317	OPERATING SUPPLIES	5099252	
	787.60				
COMED					
391 ILLINI DR	40.60	01670600-53210	ELECTRICITY	4430145023 03/24/22	
465 CENTER AVE 02/18-03/21/22	100.09	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 03/21/22	
KUHN RD, RT64 02/18-03/21/22	33.70	01662300-52298	ATLE SERVICE FEE	4202129060 03/21/22	
MASTER ACCT-5025 02/17-03/18/22	466.23	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 03/23/22	
	640.62				
COMPASS MINERALS AMERICA INC					
ROAD SALT 03/09/22 PO-3890	32,572.88	01670200-53335	SALT	971256	
	32,572.88				
CONSTELLATION NEW ENERGY					
1015 LIES RD 02/17-03/18/22	98.00	04201600-53210	ELECTRICITY	7280332-21 03/21/21	
1348 CHARGER CT 02/17-03/18/22	571.13	04101500-53210	ELECTRICITY	7280332-20 03/21/22	
1N END THORNHILL 02/17-03/18/22	97.16	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 03/21/22	
200 TUBEWAY 02/09-03/10/22, 61949124501	465.09	04101500-53210	ELECTRICITY	7280332-18 03/11/22	
333 FULLERTON 02/17-03/18/22	743.85	04201600-53210	ELECTRICITY	7280332-27 03/21/22	
	1,975.23				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CORE & MAIN LP					
2" METERS FOR ARMY TRL	2,939.60	04201400-53333	NEW METERS	Q498185	
4" MEGA LUG	47.30	04201600-53317	OPERATING SUPPLIES	Q468252	
4x3 HYMAXX	322.00	04201600-53317	OPERATING SUPPLIES	Q446099	
HYDRO PLUG	1,296.00	01670600-53317	OPERATING SUPPLIES	Q505063	
	<u>4,604.90</u>				
DRI-STICK DECAL CORP					
VIDEO GAMING DECALS 2022-2023	395.10	01610100-53315	PRINTED MATERIALS	389911	
	<u>395.10</u>				
DUPAGE COUNTY					
DUIJIS PRMS BILLING 12/01/20-11/30/21	72,865.82	01660100-52255	SOFTWARE MAINTENANCE	JV 35	
	<u>72,865.82</u>				
DUPAGE COUNTY DIVISION OF TRANSPORTATION					
JULY 2ND HIGHWAY PERMIT	50.00	01-13010	PRE-PAID ITEMS	JUL HWY PERMIT-2022	
	<u>50.00</u>				
DUPAGE MAYORS AND MANAGERS CONFERENCE					
DMMC MTG-J CAREY 02/28/22	55.00	01590000-52222	MEETINGS	11308A	
	<u>55.00</u>				
FRONTLINE PUBLIC SAFETY SOLUTIONS					
PUBLIC SAFETY SOFTWARE PO-4663117	6,000.00	01660100-52255	SOFTWARE MAINTENANCE	FL59756	20220004
	<u>6,000.00</u>				
GENUINE PARTS COMPANY INC					
FE PARTS 02/01-02/28/22	160.62	01696200-53317	OPERATING SUPPLIES	111007487 02/28/22	
FE PARTS 02/01-02/28/22	212.54	01696200-53316	TOOLS	111007487 02/28/22	
FE PARTS 02/01-02/28/22	1,367.74	01696200-53354	PARTS PURCHASED	111007487 02/28/22	
	<u>1,740.90</u>				

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GOVTEMPSUSA LLC					
ACCT CLERK-ARGUILLES, AMR CLERK-PEREZ 03/1	1,398.00	04103100-52253	CONSULTANT	3929113	
ACCT CLERK-ARGUILLES, AMR CLERK-PEREZ 03/1	1,398.00	04203100-52253	CONSULTANT	3929113	
ACCT CLERK-ARGUILLES, AMR CLERK-PEREZ 03/1	1,724.80	04201400-52253	CONSULTANT	3929113	
LIBRARY TECH-N BOYD 03/13, 03/20/22 PO-1925	3,773.60	01652800-52253	CONSULTANT	3929115	
OFFICE MANAGER-D KALKE 03/13, 03/20/22	3,364.80	01590000-52253	CONSULTANT	3929114	
	11,659.20				
GRAY'S MECHANICAL LLC					
SERVICE CALL, REPAIR 12/28/21	2,120.00	01670400-52244	MAINTENANCE & REPAIR	5735	
	2,120.00				
H & H ELECTRIC COMPANY					
STREET LIGHT SVC 01/10/22 PO-3871	4,334.49	01670300-52271	STREET LIGHT MAINTENANCE	38667	
STREET LIGHT SVC 02/23/22 PO-3871	4,250.54	01670300-52271	STREET LIGHT MAINTENANCE	38668	
STREET LIGHT SVC 02/24/22 PO-3871	3,342.04	01670300-52271	STREET LIGHT MAINTENANCE	38669	
STREET LIGHT SVC 02/24/22 PO-3871	4,334.49	01670300-52271	STREET LIGHT MAINTENANCE	38670	
STREET LIGHT SVC 03/14/22 PO-3871	4,348.01	01670300-52271	STREET LIGHT MAINTENANCE	38671	
	20,609.57				
HILARY MABBITT					
WOMEN IN CRIMINAL JUSTICE-MABBITT 04/12-C	64.00	01660100-52223	TRAINING	2022 WCJ-MABBITT	
	64.00				
HOLIDAY OUTDOOR DECOR					
SNOWFLAKE HOLIDAY DECORATIONS PO-460217	10,552.94	01680000-52219	TC MAINTENANCE	INV1257	
	10,552.94				
IPELRA					
2022 IPELRA 03/04/22, OUTSTANDING BALANCE	20.00	01590000-52223	TRAINING	2022 IPELRA	
	20.00				

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IRMA					
CLOSED CLAIMS-DEC 2020	458.40	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019790	
CLOSED CLAIMS-DEC 2021	21,867.28	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019821	
CLOSED CLAIMS-NOV 2020	-134.65	01590000-52215	INSURANCE DEDUCTIBLES	CREDIT0003157	
CLOSED CLAIMS-NOV 2021	308.80	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019732	
CLOSED CLAIMS-OCT 2021	-2,392.26	01590000-52215	INSURANCE DEDUCTIBLES	CREDIT0003145	
CLOSED CLAIMS-SEP 2021	-5,475.19	01590000-52215	INSURANCE DEDUCTIBLES	CREDIT0003121	
DEDUCTIBLE-DEC	778.00	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019759	
DEDUCTIBLE-NOV	610.50	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019696	
DEDUCTIBLE-OCT	235.91	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019643	
DEDUCTIBLE-SEP	952.50	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019629	
	17,209.29				
IEPA					
LOAN PAYMENT 04/15/22	12,420.64	04100100-56491	LOAN INTEREST	BILL 35 L17-1772	
LOAN PAYMENT 04/15/22	201,904.55	04100100-56490	LOAN PRINCIPAL	BILL 35 L17-1772	
	214,325.19				
JET BRITE CAR WASH INC					
CAR WASH 02/01-02/28/22	276.00	01662700-52244	MAINTENANCE & REPAIR	4544	
	276.00				
JETCO LTD					
TOWER 4-PAINT, REPAIR, FINAL PAY	28,563.85	04-21241	RETAINAGE JETCO	3326 PO-3877	
	28,563.85				
JOE PAULIN					
MAILBOX REIMBURSEMENT-PLOW DAMAGE	73.42	01670200-53317	OPERATING SUPPLIES	JOE PAULIN	
	73.42				
K TECH SPECIALTY COATINGS INC					
LIQUID ORGANIC PO-3970	7,084.00	01670200-53335	SALT	202203-K0018	20220003
	7,084.00				

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KELLENBERGER FIRE & SECURITY, LLC					
VH-SIDEWALK HEAT DIAGNOSIS	375.00	01680000-52244	MAINTENANCE & REPAIR	021521-03BS	
	<u>375.00</u>				
KPRG AND ASSOCIATES, INC					
SPOIL TESTING	900.00	04201600-52265	HAULING	13992	
	<u>900.00</u>				
LANDSCAPE MATERIAL & FIREWOOD SALES INC					
DIRT, SEED	557.00	01670400-53317	OPERATING SUPPLIES	000784	
DIRT, SEED	686.00	01670400-53317	OPERATING SUPPLIES	000780	
	<u>1,243.00</u>				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-MAR 2022	3,000.00	01570000-52235	LEGAL FEES-PROSECUTION	2022-03	
PROSECUTION-MAR 2022	6,214.76	01570000-52312	PROSECUTION DUI	2022-03	
	<u>9,214.76</u>				
LRS HOLDINGS LLC					
PORTA JOHN-280 KUHN RD 02/11-03/10/22	122.00	01670400-52264	EQUIPMENT RENTAL	PS436754	
	<u>122.00</u>				
MARK E RADABAUGH					
TAPING, EDITING 03/21/22	137.50	01590000-52253	CONSULTANT	22-0199	
	<u>137.50</u>				
METROPOLITAN INDUSTRIES INC					
TUBEWAY PUMP REPAIR, PO-3969	5,388.00	04101500-52244	MAINTENANCE & REPAIR	INV037182	20220008
	<u>5,388.00</u>				
MIDWEST METER INC					
AMR PROGRAM PO-3957	5,240.50	04201400-53333	NEW METERS	0141678-IN	20220006
SMALL METERS	1,625.43	04201400-53333	NEW METERS	0141514-IN	
	<u>6,865.93</u>				

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MULTISYSTEM MANAGEMENT COMPANY					
JANITORIAL-MAR 2022 PO-4602164	3,950.00	01680000-52276	JANITORIAL SERVICES	2910	
	<u>3,950.00</u>				
MUNICIPAL CLERKS OF DUPAGE CO					
CLERKS MTG-APR 2022	30.00	01520000-52222	MEETINGS	MCDC 04/06/22	
	<u>30.00</u>				
NATIVE TORCH,LLC					
PRESCRIBED BURN PO.462-671	11,000.00	01620100-52358	POND/STORM MAINTENANCE	2	
	<u>11,000.00</u>				
NICOR					
124 GERZEVSKE LN 02/17-03/21/22	179.21	04201600-53230	NATURAL GAS	13811210007 03/21/22	
1348 CHARGER CT 02/18-03/22/22	162.09	04101500-53230	NATURAL GAS	86606011178 03/22/22	
200 TUBEWAY DR 02/16-03/18/22	52.01	04101500-53230	NATURAL GAS	14309470202 03/18/22	
	<u>393.31</u>				
P R STREICH & SONS INC					
BAY 3 LIFT REMOVAL, PO-3962	6,995.00	01696200-52244	MAINTENANCE & REPAIR	52244	20220007
	<u>6,995.00</u>				
PABLO CASTRO					
2022 ICNA-CASTRO 04/25-04/29/22	172.25	01660100-52223	TRAINING	2022 ICNA-CASTRO	
	<u>172.25</u>				
PROSPAN MANUFACTURING CO INC					
SHORING	2,018.75	04201600-53350	SMALL EQUIPMENT EXPENSE	2022-010021	
	<u>2,018.75</u>				

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REFUNDS MISC					
22-3273-MNSL, #000699-0003, 329 SCHMALE-RE	23.36	01000000-42307	BUILDING PERMITS	329 SCHMALE-2022	
CASE 22-0012-TESTING FACILITY PARKING REFUN	60.00	01000000-44318	PUBLIC HEARING FEES	575 RANDY RD-2022	
REDLIGHT TICKETS 4266127, 4266128	200.00	01000000-45402	ORDINANCE VIOLATIONS	TICKET-KAUTZ	
	<u>283.36</u>				
REFUNDS PRESERVATION BONDS					
21-1785-PFOS, #2456654, 580 IROQUOIS-REFUN	200.00	01-24302	ESCROW - GRADING	580 IROQUOIS-2022	
21-1888-DRVW, #2461039, 730 BUFFALO-REFUN	300.00	01-24302	ESCROW - GRADING	730 BUFFALO CR-2022	
21-1964-DRVW, #2468788, 1182 BROOKSTONE-F	300.00	01-24302	ESCROW - GRADING	1182 BROOKSTONE-2022	
21-2299-PFOS, #000056-0005, 910 KIMBERLY-RE	200.00	01-24302	ESCROW - GRADING	910 KIMBERLY-2022	
21-2334-PRCH, #000074-0032, 1210 DOGWOOD	200.00	01-24302	ESCROW - GRADING	1210 DOGWOOD LN-2022	
21-2392-SHED, #000119-007, 889 HAMPTON DR	200.00	01-24302	ESCROW - GRADING	889 HAMPTON DR-2022	
21-2572-RMDC, #000280-0016, 262 CARLTON DR	500.00	01-24302	ESCROW - GRADING	262 CARLTON DR-2022	
21-2695-HOTB, #000273-0046, 1172 WINDING C	200.00	01-24302	ESCROW - GRADING	1172 WINDING GL-2022	
	<u>2,100.00</u>				
REFUNDS TAX STAMPS					
STAMP 33196, 106 NORTH LLC-REFUND	3,957.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 33196	
	<u>3,957.00</u>				

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REFUNDS W&S FINALS					
	8.57	04-12110	ACCOUNT RECEIV WATER & SEWER	813986-20455	
	14.47	04-12110	ACCOUNT RECEIV WATER & SEWER	825135-13621	
	16.39	04-12110	ACCOUNT RECEIV WATER & SEWER	824928-21108	
	24.07	04-12110	ACCOUNT RECEIV WATER & SEWER	843031-16757	
	29.53	04-12110	ACCOUNT RECEIV WATER & SEWER	836311-17070	
	75.61	04-12110	ACCOUNT RECEIV WATER & SEWER	829243-14132	
	82.49	04-12110	ACCOUNT RECEIV WATER & SEWER	846390-20137	
	85.09	04-12110	ACCOUNT RECEIV WATER & SEWER	821810-17887	
	175.89	04-12110	ACCOUNT RECEIV WATER & SEWER	840041-13753	
	303.46	04-12110	ACCOUNT RECEIV WATER & SEWER	836310-10369	
	<u>815.57</u>				
SAE CUSTOMS INC					
FORD EXPLORER 2022 PO.466-3116	37,241.00	10660000-54415	VEHICLES	NC6837	20220005
	<u>37,241.00</u>				
THE STEVENS GROUP LLC					
CASH RECEIPTS 179601-182100	321.77	01610100-53315	PRINTED MATERIALS	0138400	
	<u>321.77</u>				
TRANSYSTEMS CORPORATION					
FAIR OAKS SAFETY IMPROVEMENTS PO-462649	4,777.67	06320000-54469	REBUILD ILLINOIS BOND	10-3826993	
KUHN RD-BIKE PATH PHASE II PO-462639	5,480.67	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	16-3826943	
LIES RD-BIKE PATH PHASE II PO-462609	1,984.64	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	14-3826942	
SOUTHEAST BIKE PATH-PHASE II PO-462659	12,021.44	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	05-3826945	
STP QUARTERLY REPORT-SVC THRU 03/18/22	521.61	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	INV-0003828023	
	<u>24,786.03</u>				
U S POSTMASTER					
POSTAGE WATER BILLS-MAR 2022	2,372.59	04203100-52229	POSTAGE	1529 03/30/22	
POSTAGE WATER BILLS-MAR 2022	2,372.60	04103100-52229	POSTAGE	1529 03/30/22	
	<u>4,745.19</u>				

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USA BLUE BOOK					
HYDRANT METER	3,703.98	04201400-53333	NEW METERS	907023	
	<u>3,703.98</u>				

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VERIZON WIRELESS					
PHONES 01/14-02/13/22	36.01	02385200-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	38.01	01652800-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	42.33	01610100-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	42.33	01640100-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	42.33	01643700-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	44.75	01662700-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	80.34	01600000-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	80.34	01696200-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	84.66	01643700-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	84.66	01680000-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	137.25	01590000-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	207.02	04100100-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	249.66	01620100-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	357.69	01652800-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	472.56	04200100-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	556.06	01670100-52230	TELEPHONE	9899548790	
PHONES 01/14-02/13/22	2,879.32	01662700-52230	TELEPHONE	9899548790	
PHONES 02/14-03/13/22	36.01	02385200-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	38.01	01652800-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	42.33	01610100-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	42.33	01640100-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	42.33	01643700-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	44.75	01662700-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	80.34	01600000-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	80.34	01696200-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	84.66	01643700-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	84.66	01680000-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	137.25	01590000-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	219.51	04100100-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	249.66	01620100-52230	TELEPHONE	9901828957	

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PHONES 02/14-03/13/22	360.24	01652800-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	456.54	04200100-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	556.06	01670100-52230	TELEPHONE	9901828957	
PHONES 02/14-03/13/22	2,879.18	01662700-52230	TELEPHONE	9901828957	
	10,869.52				
WEST SIDE TRACTOR SALES					
MR FILTERS	448.67	01696200-53354	PARTS PURCHASED	N19709	
	448.67				
WEST SUBURBAN BANK LOSS PREVENTION					
CSPC2102362-SUBPOENA MATERIA	103.30	01662400-53330	INVESTIGATION FUND	CSPC2102362	
	103.30				

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WEX BANK					
FUEL 01/31/22	-233.11	01000000-47407	MISCELLANEOUS REVENUE	78077137 01/31/22	
FUEL 01/31/22	44.99	04101100-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	85.71	01680000-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	97.77	01620100-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	194.59	01640100-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	209.46	04200100-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	766.51	01670100-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	766.51	01670300-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	800.77	04101500-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	958.14	01670600-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	958.14	01670700-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	1,149.77	01670500-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	1,466.24	04201400-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	1,628.84	01670400-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	2,513.55	04201600-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	3,353.49	01670200-53313	AUTO GAS & OIL	78077137 01/31/22	
FUEL 01/31/22	13,072.29	01662700-53313	AUTO GAS & OIL	78077137 01/31/22	
	27,833.66				
WHEATON BANK AND TRUST					
WHEATON BANK FEES-FEB 2022	360.22	04103100-52256	BANKING SERVICES	7509063 FEB-2022	
WHEATON BANK FEES-FEB 2022	360.22	04203100-52256	BANKING SERVICES	7509063 FEB-2022	
WHEATON BANK FEES-FEB 2022	1,322.76	01610100-52256	BANKING SERVICES	7509063 FEB-2022	
	2,043.20				
GRAND TOTAL	\$631,418.95				

The preceding list of bills payable totaling \$ 631,418.95 was reviewed and approved for payment.

Approved by:

Robert Mellor

Digitally signed by Robert Mellor
DN: cn=Robert Mellor, o=Village of Carol Stream,
ou=Administration, email=rmellor@carolstream.org, c=US
Date: 2022.03.31 15:16:42 -05'00'

Date: March 31, 2022

Bob Mellor –Village Manager

Authorized by:

Matt McCarthy-Mayor Pro-Tem

Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS
MARCH 22, 2022 Thru APRIL 4, 2022**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll March 7, 2022 thru March 20, 2022	605,333.23
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll March 7, 2022 thru March 20, 2022	59,735.82
				<u>665,069.05</u>

Approved this _____ day of _____, 2022

By: _____
Matt McCarthy-Mayor Pro-Tem

Julia Schwarze - Village Clerk