

Village of Carol Stream

BOARD MEETING

AGENDA

AUGUST 1, 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 July 18, 2022 Village Board Meeting.

C. LISTENING POST:

1. Check Presentation to Operation Support Our Troops-America.
2. Swearing in Jonathan Czernek and Daniel Koeller as Police Officers.
3. Proclamation Designating August Back to School Safety Month.
4. Proclaiming August Free and Charitable Clinic Month.
5. 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. Award of Contract – 2022 Pavement Marking Project. *Staff recommends awarding a contract for the 2022 Pavement Marking Project to Superior Road Striping, Inc. at the bid unit prices with a total cost of \$42,420.02 pursuant to the provisions of Section 5-8-14(L) of the Carol Stream Code of Ordinances.*

Village of Carol Stream

BOARD MEETING

AGENDA

AUGUST 1, 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

2. Klein Creek Streambank Stabilization-Section III – Professional Services Agreement Amendment #3. *Staff recommends amending the Professional Services Agreement with Engineering Resource Associates, Inc. in accordance with the Village’s Purchasing Procedures Policy and Section 5-8-3 of the Village Code for design engineering services in the not-to-exceed, cost plus fixed fee amount of \$30,000.00.*
3. Motion to Approve an Agreement for Architectural Services with Kluber, Inc. for Preliminary Planning and Design, and Cost Estimating for the Public Works Facilities Phase II Improvements Project up to the amount of \$45,830.00.
4. Wellness Initiative – Fitness Room Proposal. *Staff recommends approval of a Fitness Room within the Municipal Center and waiving competitive bidding pursuant to Section 5-8-14 of the Village Code for an overall project cost not-to-exceed \$80,000 to be funded from the IPBC terminal reserve fund.*

I. ORDINANCES:

J. RESOLUTIONS:

1. Resolution No. ____ Authorizing the Execution of an Intergovernmental Agreement by and between the County of DuPage, Illinois and the Village of Carol Stream for the Mitchell Lakes Outfall Project.
2. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring surplus a drinking fountain and bottle filling station located within the Public Works Center.*

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

1. Regular Bills: July 19, 2022 through August 1, 2022.
2. Addendum Warrants: July 19, 2022 through August 1, 2022.

Village of Carol Stream

BOARD MEETING

AGENDA

AUGUST 1, 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

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2022-07-35	LAST RESOLUTION	3263
NEXT ORDINANCE	2022-08-36	NEXT RESOLUTION	3264

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

July 18, 2022

Mayor Frank Saverino, Sr. 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 and Matt McCarthy, Village Clerk Julia Schwarze and Mayor Frank Saverino, Sr.

Absent: Trustee Mary Frusolone

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

MINUTES:

Trustee McCarthy moved and Trustee Zalak made the second to approve the Minutes of the June 20, 2022 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 1 Trustee Berger

Absent: 1 Trustee Mary Frusolone

The motion passed.

LISTENING POST:

1. Police Chief Holmer introduced Public Works employee Paul Trippett and Dare Police Officer of the Year Pablo Castro, and presented them with commendatory letters of appreciation for their efforts for the idea and design of the Blue Scoop ice cream cart and trailer.

2. Assistant to the Village Manager Messino introduced new Administration Intern Graice Trajani to the Mayor, Village Board and audience.
3. Addresses from Audience (3 minutes). Mr. Frank Gambrone, 917 Sorrel Ct., requested the Village reconsider the new Code provision prohibiting the use of vinyl fencing on residential properties along certain streets in the Village.

CONSENT AGENDA:

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

Ayes: 5 Trustees Berger, Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 1 Trustee Frusolone

The motion passed.

Trustee Berger moved and Trustee Zalak 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: 5 Trustees Berger, Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 1 Trustee Frusolone

The motion passed.

Trustee McCarthy 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: 5 Trustees Berger, Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 1 Trustee Frusolone

The motion passed.

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

22-0019 – Family Life Christian Center, 362 S. Schmale Road

Special Use Permit to operate as a place of worship

Recommended Approval with Conditions 4-0

The Village Board concurred with Plan Commission's recommendation

2021 Pavement Patching Project – Change Order No. 1 and Final Payment:

The Village Board approved the balancing Change Order No. 1 and final payment to Chicagoland Paving Contractors, Inc. in the amount of \$48,330.06 for the 2021 Pavement Patching Project.

Kehoe Boulevard Stream Bank Stabilization Section 1 – Professional Services Agreement Amendment #1:

The Village Board approved the Professional Services Agreement with Hey & Associates, Inc. in accordance with the Village's Purchasing Procedures Policy and Section 5-8-3 of the Village Code for construction engineering services in the not-to-exceed, cost plus fixed fee amount of \$3,000.00.

Special Award Letter for the Kuhn Road Bike Path:

The Village Board authorized a Special Award Letter to the Illinois Department of Transportation indicating our concurrence with award of the contract by IDOT to R. W. Dunteman Company for the Kuhn Road Bike Path.

Purchase of Diffuser Membranes for WRC:

The Village Board approved the purchase and delivery of diffuser membranes and associated parts from Environmental Dynamics International in the amount of \$186,384.00, pursuant to the provisions of Section 5-8-3(B) and 5-8-14(C) of the Carol Stream Code of Ordinances.

Temporary Waiver to the Code of Ordinances – Off-premises banner for the Carol Stream Chamber of Commerce's 33rd Annual John Wheeler Golf Tournament:

The Village Board approved the Carol Stream Chamber of Commerce's request for a temporary waiver to the Code of Ordinances to allow for the installation of a 24 square foot off-premises banner at three locations to advertise their upcoming annual fundraiser golf outing on September 22, 2022.

Ordinance No. 2022-07-34 Approving a Special Use Permit for a Place of Worship and a Shared Parking Facility Permit:

The Village Board approved a Special Use Permit for a Place of Worship and a Shared Parking Facility Permit for Family Life Christian Center, 362 S. Schmale Road.

Resolution No. 3256 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board declared surplus Public Works Unit 27 – 2000 GMC Savana 2500 Van and authorized its sale through auction.

Resolution No. 3257 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board declared surplus Patrol Squads 635 and 672 and authorized said vehicles for sale.

Resolution No. 3258 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board declared surplus designated electronic equipment, which will be recycled and/or sold through Digital Red and Lynx Buy Back.

Resolution No. 3259 Amending Resolution No. 3243 Adopting the 2022-2023 Employee Compensation Plan:

The Village Board approved an Amendment to the 2022-2023 Employee Compensation Plan to delete the part-time Planning Technician position and add a full-time Assistant Planner position within the Community Development Department.

Resolution No. 3260 Approving and Authorizing the Execution of an Easement Encroachment Agreement between the Village of Carol Stream and Steve and Arielle Osborne for a proposed shed at 970 Hill Crest Drive, PIN #01-25-120-015:

The Village Board approved the Easement Encroachment Agreement with Steve and Arielle Osborne for a proposed shed at 970 Hill Crest Drive.

Resolution No. 3261 Authorizing the Execution of an Intergovernmental Agreement by and between the County of DuPage, Illinois and the Village of Carol Stream for the Klein Creek Streambank Stabilization Section I Project:

The Village Board approved an Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream for the Klein Creek Streambank Stabilization Section I Project.

Resolution No. 3262 Authorizing the Execution of an Intergovernmental Agreement by and between the County of DuPage, Illinois and the Village of Carol Stream for the Klein Creek Streambank Stabilization – Section III Project:

The Village Board approved an Intergovernmental Agreement by and between the County of DuPage and the Village of Carol Stream for the Klein Creek Streambank Stabilization Section III Project.

Resolution No. 3263 Authorizing the Approval of a License for Multi-Use Pathway from the Chicago, Central and Pacific Railroad Company and authorization for the Mayor to sign the License and approval of a Proposed Stipulation with respect to the Petition of the Village of Carol Stream for Illinois Commerce Commission

approval of a multi-use bike and pedestrian path on the north side of Lies Road adjacent to the existing at grade crossing AAR/DOT #911769T and authorization for the Village Attorney to sign the Proposed Stipulation on behalf of the Village of Carol Stream:

The Village Board approved a License for Multi-Use Pathway from the Chicago, Central and Pacific Railroad Company and authorized the Mayor to sign the License and approve of a Proposed Stipulation with respect to the Petition of the Village of Carol Stream for Illinois Commerce Commission approval of a multi-use bike and pedestrian path on the north side of Lies Road adjacent to the existing at grade crossing AAR/DOT #911769T and authorized the Village Attorney to sign the Proposed Stipulation on behalf of the Village of Carol Stream.

Sound Amplification Permit – Carol Stream Parks Foundation:

The Village Board approved a Sound Amplification Permit and waived the fee for the Carol Stream Parks Foundation Groundskeeper Games event to be held at the Ross Ferraro Town Center on July 22, 2022.

Sound Amplification Permit – My Child’s Life Matters, Inc:

The Village Board approved a Sound Amplification Permit and waived the fee for My Child’s Life Matters, Inc. Ride for John event to be held at the Ross Ferraro Town Center on July 30, 2022.

Raffle License Application – My Child’s Life Matters, Inc:

The Village Board approved a Raffle License and waived the fee and manager’s fidelity bond for My Child’s Life Matters, Inc. Ride for John event to be held at the Ross Ferraro Town Center on July 30, 2022.

Sound Amplification Permit – VetBros Pet Education Charitable Fund:

The Village Board approved a Sound Amplification Permit and waived the fee for their Charity Dog Show to be held at the Ross Ferraro Town Center on September 18, 2022.

Raffle License Application – Emerson Elementary School PTA:

The Village Board approved a Raffle License and waived the fee and manager’s fidelity bond for their Emerson Elementary School PTA Trivia Night at the American Legion Post #76 on September 24, 2022.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved and confirmed prior processing of payments of Regular Bills dated July 5, 2022 in the amount of \$1,010,230.30. The Village Board approved and confirmed prior processing of the payment of Addendum Warrant of Bills from June 21, 2022 thru July 5, 2022 in the amount of \$686,504.18.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated July 18, 2022 in the amount of \$1,866,030.04. The Village Board approved the payment of Addendum Warrant of Bills from July 6, 2022 thru July 18, 2022 in the amount of \$715,788.09.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month ended June 30, 2022.

Non-Consent Agenda Items:

Item I.2. Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class VC Liquor Licenses from 3 to 4 (Silver Oaks Army Trail, Inc. d/b/a Tracy's 6, 720 W. Army Trail Road) was pulled off the consent agenda by Trustee Garvey in order to register his opposition. Trustee McCarthy moved and Trustee Gieser made the second to Amend Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class VC Liquor Licenses from 3 to 4 (Silver Oaks Army Trail, Inc. d/b/a Tracy's 6, 720 W. Army Trail Road). The results of the roll call vote were as follows:

Ayes: 4 Trustees Berger, Zalak, Gieser and McCarthy

Nays: 1 Trustee Garvey

Abstain: 0

Absent: 1 Trustee Frusolone

The motion passed as Ordinance No. 2022-07-35.

REPORT OF OFFICERS:

Trustee Berger welcomed Administration Intern Graice Trajani; applauded the Carol Stream Independence Day parade committee and volunteers; and commended our Social Services unit and Police Department for assisting with the Highland Park victims.

Trustee Garvey congratulated our new police officers and recently-retired staff members, commended Public Works Supervisor Jason Pauling for his leadership, Paul Trippett for his Blue Scoop ice cream trailer work and Officer Castro on being recognized as Dare Officer of the Year.

Trustee Zalak congratulated Officer Castro for being recognized as Dare Officer of the Year; welcomed Administration Intern Graice Trajani; announced the new 9-8-8 mental health/suicide crisis lifeline and encouraged everyone to spread the word; thanked volunteers for participating in the recent active shooter training; and asked everyone to keep our first responders and military in our thoughts and prayers.

Trustee Gieser agreed with Trustee Zalak that we need to promote the new 9-8-8 emergency lifeline; commended our Social Services staff for collaborating with Highland Park to provide counseling services to the shooting victims and their families; congratulated Officer Castro and Paul Trippett for their Blue Scoop Trailer initiative to build rapport with the youth of our community; welcomed Administration Intern Graice Trajani; reported on his meeting with Pack 191 Scouts and thanked them for showing a desire to learn about how to become better citizens; invited Assistant to the Village Manager Messino to recap upcoming Town Center events; and thanked all the Parade volunteers and sponsors for making this year's Carol Stream parade a success.

Trustee McCarthy commended the Parade Committee for their hard work; called on government officials to put a stop to mass shootings; welcomed Administration Intern Graice Trajani; congratulated Officer Castro and Paul Trippett on their successful Blue Scoop Trailer initiative; thanked Assistant to the Village Manager Messino for organizing the successful Summer Concerts; and reminded residents to watch out for kids and bicyclists and to be aware of their surroundings.

Assistant to the Village Manager Messino expressed gratitude to the Village Board for their support for all the Town Center events and described the last two upcoming events of the season.

Village Clerk Schwarze congratulated Trustee Gieser and the Parade Committee on a successful Independence Day parade; commended our police and Social Services unit for sharing their counseling services with the Highland Park victims; encouraged everyone to attend the Concert for the Troops on July 21st and buy a Veterans Memorial Plaza brick to support our local veterans; thanked Joe Cotton Ford for hosting the BBQ for the Troops; and reminded everyone to shop Carol Stream.

Village Attorney Rhodes reported that IDOT is seeking input on its Illinois Electric Vehicle Infrastructure Plan that can be found on the IDOT website; and after the state of Illinois passed the Climate and Equitable Jobs Act with a goal of 100% clean energy in Illinois by 2050, the ICC is now seeking input on its first draft of a renewable energy access plan. Attorney Rhodes explained that the 9-8-8 crisis lifeline is for any kind of emotional distress, not just suicidal thoughts, and that individuals may call or text this number; congratulated Paul Trippett and Officer Castro for their achievements and welcomed Administration Intern Graice Trajani.

Village Manager Mellor explained the extensive repairs needed to the Town Center Fountain which will start this week, and indicated that the fountain should be operable again by next summer depending on availability of parts and supplies; commented on the value of the NIU Public Administration Program and welcomed Intern Graice Trajani who comes to us from this program; and thanked the Village Board for providing budget approval.

Mayor Saverino thanked Paul Trippett and Officer Castro for connecting the Police Department with our Carol Stream kids; commented on the terrible Highland Park tragedy and emphasized that we need to be very vigilant; expressed gratitude for our wonderful Social Services unit and said that no one in Carol Stream is alone; and thanked everyone for the prayers for his wife who has been very ill and was just released from the hospital.

At 6:55 p.m., Trustee McCarthy moved and Trustee Zalak made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Berger, Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 1 Trustee Frusolone

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Proclamation Designating August Back to School Safety Month

WHEREAS, the 2022-23 school year for local kindergarten, elementary and high school students begins this month; and

WHEREAS, the Village encourages the support and cooperation from the Carol Stream community at large to ensure the new school year gets off to a great start for the thousands of children and teens who attend school in our community; and

WHEREAS, there are countless ways to support local school children that include observing the cell phone and texting ban when driving in school zones, complying with the posted school zone speed limits, following the rules of the road for the safe sharing of roads with students biking to school, abiding by the Illinois Crosswalk law and strictly observing the rules of the road for sharing the roads with a school bus; and

WHEREAS, school parents are encouraged to chaperone their children when either walking their child or a group of neighborhood children to their school or when waiting with them at their designated bus stop; and

WHEREAS, school parents driving their child to school are reminded to follow the school protocols for dropping off and picking up their students that includes following all instructions from traffic patrol or community service officers as well as crossing guards and to observe the policy prohibiting the idling of your vehicle on or adjacent to school property during school pick up; and

WHEREAS, school parents should also teach their children about internet safety and the stranger danger program, insist on their respectful behavior on a school bus to both fellow students and the bus driver and to instruct their children to refrain from using their smart or cell phone when crossing streets to and from school.

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

August is Back to School Safety Month

In Carol Stream and encourage all residents, motorists and school parents to exercise a duty of care to our local school children to ensure they have a safe and successful 2022-23 school year.

PROCLAIMED THIS 1st DAY OF AUGUST 2022

Frank Saverino Sr. – Mayor

Julia Schwarze, Village Clerk

Proclaiming August Free and Charitable Clinic Month

WHEREAS, the DuPage Health Coalition is a Free and Charitable Clinic which opens doors to healthcare access for low-income uninsured and underinsured residents of DuPage county; and

WHEREAS, The Illinois Association of Free & Charitable Clinics strives to improve access to quality health care for 100,000 low-income individuals by strengthening free and charitable clinics, educating the public, and advocating for health policy; and

WHEREAS, Free and Charitable Clinics serve by providing various health care services such as medical, dental, pharmaceutical, mental and behavioral health accessing quality life-saving care that would otherwise be unavailable or more costly; and

WHEREAS, According to the U.S. Census Bureau, in 2021, the number of Illinois residents with health insurance declined, and health care is imminently needed for about 800,000 residents in Illinois; and

WHEREAS, Free and Charitable Clinics operate in over 52 rural and urban locations across the state of Illinois, providing approximately 40,000 patient visits annually and the DuPage Health Coalition served over 6,000 DuPage residents in Fiscal Year 2021, and

WHEREAS, Doctors, nurses, and other health care professionals have provided over 580,000 volunteer hours of medical care, administered over 15,000 COVID-19 vaccines, cared for over 42,000 patients in clinics, and reached over 60,000 in community outreach and engagement; and

NOW THEREFORE BE IT PROCLAIMED THAT I, Mayor Frank Saverino Sr. & the Carol Stream Board of Trustees, DuPage County, Illinois in the exercise of its home rule powers do hereby proclaim August of 2022 as

“Free and Charitable Clinic Month”

in Carol Stream to create community awareness of the DuPage Health Coalition and the Free and Charitable Clinics mission to serve the uninsured and underinsured, and express immense gratitude and admiration for the important work of volunteer doctors, nurses and other health care professionals.

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village Of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Assistant Village Engineer 
DATE: July 26, 2022
RE: **Award of Contract – 2022 Pavement Marking Project**

The Suburban Purchasing Cooperative Joint Purchasing Program (SPC) bids thermoplastic pavement markings for multiple agencies annually. Staff previously submitted approximate quantities to the SPC for inclusion in the joint bid. On June 13th, the SPC approved price increases to the contract due to marking material price increases. Superior Road Striping's unit prices are as follows:

Thermoplastic Marking – Line 4"	\$0.73/FT
Thermoplastic Marking – Line 6"	\$1.19/FT
Thermoplastic Marking – Line 8"	\$1.75/FT
Thermoplastic Marking – Line 12"	\$2.10/FT
Thermoplastic Marking – Line 24"	\$5.25/FT
Thermoplastic Marking – Letters and Symbols	\$5.25/SQ FT
Urethane Marking – Line 4"	\$0.70/FT
Urethane Marking – Line 6"	\$1.40/FT
Urethane Marking – Line 12"	\$2.80/FT
Urethane Marking – Line 24"	\$5.60/FT
Urethane Marking – Letters and Symbols	\$7.00/SQ FT

With these bid unit prices, the total cost of the project is \$42,420.02. Staff recommends awarding a contract for the 2022 Pavement Marking Project to Superior Road Striping, Inc. of Melrose Park, IL. at the bid unit prices pursuant to the provisions of Section 5-8-14(L) of the Carol Stream Code of Ordinances. Superior Road Striping, Inc. has completed this project successfully for the Village in the past.

A total of \$500,000 is budgeted between the Pavement Rejuvenator Project, the Restorative Sealer Project, Pavement Marking Project and the Patching Project. Between the four projects ample funds remain for the Pavement Marking Project.

Attachment:
Contract for Village Manager's Signature

cc: William N. Cleveland, Director of Engineering Services
Jon Batek, Finance Director

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between Superior Road Striping, 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 furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
5. 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.

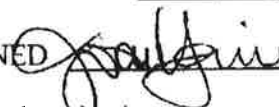
IT IS MUTUALLY UNDERSTOOD AND AGREED that the "First Party" shall have full control of the ways and means of performing the work referred to above and that the "First Party" or his/its employees, representative or subcontractors are in no sense employees of the "Second Party", it being specifically agreed 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 1st day of August 2022 until the 30th day of April, 2023 inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this day of 20 .

FIRST PARTY:

CONTRACTOR Superior Road Striping Inc

SIGNED 

BY: Joan Yario

TITLE: 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.

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

Contractor agrees that in all insurance coverage's obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured's 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

FRANK SAVERINO, SR., MAYOR • JULIA SCHWARZE, CLERK • ROBERT MELIOR, MANAGER
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

RE: 2022 PAVEMENT MARKING PROJECT

The Contractor agrees to indemnify and hold harmless the Village of Carol Stream, its trustees, officers, officials and employees from any and all losses, claims, actions, costs, expenses, judgments, subrogations or other damages resulting from injury to any person (including injury resulting in death) or damage (including loss or destruction) to property of whatsoever nature of any person arising out of incident to the performance of work by the Contractor (including designated by the Contractor to perform work or services in, about, or attendant to, the work and services under the terms of this contract) at the project listed above. The Contractor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments or other damages, directly solely and proximately caused by the negligence of the Village.

Signature

President

Title

Superior Road Striping Inc

Company Name

7-26-2022

Date

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER AB9178202		SUPERIOR ROAD STRIPING INC 1980 N HAWTHORNE AVE MELROSE PARK, IL 60160	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 4/14/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- ADDITIONAL INSURED(S):
- LINCOLNWOOD
- BARRINGTON
- WOOD DALE
- LIBERTYVILLE
- GLENVIEW
- WHEATON
- ROSELLE
- WILMETTE
- ORLAND HILLS
- PALATINE
- LAKE IN THE HILLS
- OAK BROOK
- PARK RIDGE
- NEW LENOX
- VERNON HILLS
- BEECHER
- LAGRANGE/BROOKFIELD
- STREAMWOOD
- DEERFIELD
- CAROL STREAM
- SKOKIE
- ARLINGTON HEIGHTS
- FOX RIVER GROVE
- BROOKFIELD
- ELK GROVE VILLAGE
- LAKE FOREST
- WINFIELD
- PLAINFIELD
(CONTINUED)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER AB9178202		SUPERIOR ROAD STRIPING INC 1980 N HAWTHORNE AVE MELROSE PARK, IL 60160	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 4/14/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(ADDITIONAL INSUREDS CONTINUED)

BUFFALO GROVE

OAK PARK

WORKERS COMPENSATION EXCLUSIONS:
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY
ENDORSEMENT.



A Joint Purchasing Program For Local Government Agencies

June 13, 2022

Ms. Joan Yario
Superior Road Striping
1967 Cornell Court
Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved price increase on SPC 2022 Thermoplastic &/or Urethane Lane Marking Material and Labor Road Marking Program (Contract #201) with Superior Road Striping, Melrose Park effective June 13, 2022 through the end of our current contract extension on April 11, 2023. The SPC reserves the right to extend the contract for up to two (2) additional one-year terms upon mutual agreement on a negotiated basis.

Thermoplastic Pavement Marking Line

<u>Item Description</u>	<u>6/13/22 Unit \$</u>
4" Marking Line	\$0.73
6" Marking Line	\$1.19
8" Marking Line	\$1.75
12" Marking Line	\$2.10
24" Marking Line	\$5.25
Marking Letters & Symbols	\$5.25

Urethane Pavement Marking Line

<u>Item Description</u>	<u>6/13/22 Unit \$</u>
4" Marking Line	\$0.70
6" Marking Line	\$1.40
12" Marking Line	\$2.80
24" Marking Line	\$5.60
Marking Letters & Symbols	\$7.00

Note: All unit prices are per foot, except Letters & Symbols and removal.

Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quimeli
Phone: (630) 571-0480
Fax: (630) 571-0484

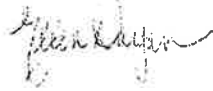
Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Eileen Duggan
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLamontas
Phone: (708) 206-1155
Fax: (708) 206-1133

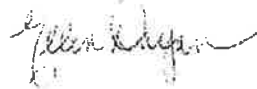
Will County Governmental League
15905 S. Frederick Street
Plainfield, IL 60586
Cherie Belmont
Phone: 815-254-7700

The SPC looks forward to continuing to work with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

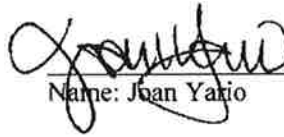


Ellen Dayan, CPPB
NWMC Purchasing Director



Name: Ellen Dayan

3/4/22
Date



Name: Joan Yorio



Date

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quantell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 17th Street
East Hazel Crest, IL 60429
Kristi DeLaurentis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
15905 S. Frederick Street
Plainfield, IL 60586
Cherie Behm
Phone: 815.254.7700




EVERGREEN ELEMENTARY SCHOOL							
Evergreen Drive/Birchbark Trail		58	60	13			1 School Xwalk, 1 Stop Bar
Evergreen Drive Bubble		66					1 Pedestrian Xwalk
Evergreen Drive/Buffalo Circle		112	108	13			2 School Xwalk, 1 Stop Bar
Evergreen Drive/Fox Court		112	54	13			1 School Xwalk, 1 Ped Xwalk, 1 SB
Evergreen Drive/Buffalo Circle			112	13			2 Ped Xwalk, 1 Stop Bar
GLENBARD NORTH HIGH SCHOOL							
Deerskin Trail/Flint Trail/Canyon Trail		144	144	18			1 SB and 2 School Xwalks
ROY DESHANE ELEMENTARY SCHOOL							
Chippewa Trail/Pocahontas Trail			60	13			1 School Xwalk, 1 Stop Bar
Ute Trail/Chippewa Trail		60		13			1 Ped Xwalk, 1 Stop Bar
THERMO TOTAL	22074	8755	2804	429	1096	0	
THERMO COST	\$ 16,114.02	\$ 10,418.45	\$ 5,888.40	\$ 2,252.25	\$ 5,756.10	\$ -	\$ 40,429.22
<u>URETHANE</u>					Letter	Pavt.	
	4 Inch	6 Inch	12 Inch	24 Inch	Symbol	Mkg. Rem.	
LOCATION	L..F.	L..F.	L..F.	L..F.	SQ. FT.	SQ. FT.	Comments
Urethane Unit Price	\$ 0.70	\$ 1.40	\$ 2.80	\$ 5.60	\$ 7.00	\$ 0.30	Per FY 2021 SPC Contract #201
Kuhn Road/North Avenue	400	200		98			Concrete Pavement Only (North and Sou
Bennett Drive/North Avenue	60	20	210	40			Concrete Pavement Only



Village of Carol Stream

2022 Pavement Marking Project

Legend

-  Carol Stream Schools
-  Pavement Marking
-  Village Boundary

Locations

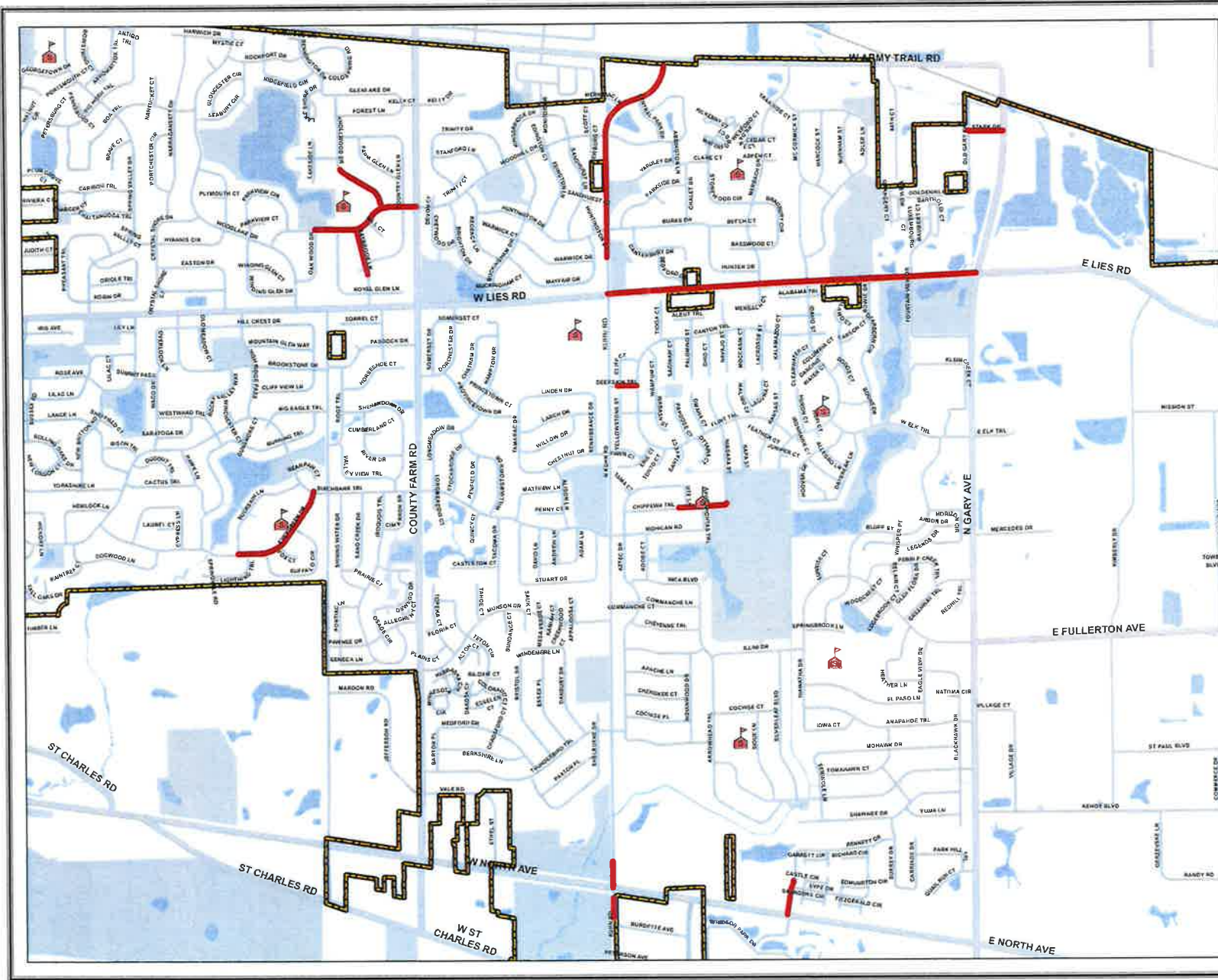
- Baybrook Ln
- Bennet Dr
- Chippewa Trl
- Deerskin Trl
- Evergreen Dr
- Knollwood Dr
- N Kuhn Rd
- Stark Dr
- W Lies Rd
- Woodhill Dr



1 inch = 1,341 feet



Prepared By:
GIS and Department of Engineering Services,
July 25, 2022



Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Gregory R. Ulreich, Civil/Stormwater Engineer

GRU

DATE: July 27, 2022

RE: **Amendment #3 to Professional Services Agreement (PO 462-654)**

To: Engineering Resource Associates, Inc.

For: Mitchell Lakes Outfall Design

Re: Klein Creek Stream Bank Stabilization – Section III

The Board of Trustees approved the professional services agreement with Engineering Resource Associates, Inc. (ERA) for the Phase II Engineering of Klein Creek Streambank Stabilization – Section III project on 06/21/2021 in the amount of \$113,292.00. The Village was recently awarded \$250,000 in American Rescue Plan Act (ARPA) funds for the Mitchell Lakes Outfall Project, the Intergovernmental Agreement for which is being presented for approval under a separate memorandum.

The advantages to reconstructing the Mitchell Lakes Outfall became readily apparent while designing Section III. These include providing a connection between the multi-use paths along Mitchell Lakes and within Armstrong Park, as well as alleviating a safety hazard that is created immediately upstream of the outfall during heavy rain events. Expanding the scope to the western shoreline will allow for reconstructing the outfall so that it better aligns with the creek's profile immediately downstream. It will also provide the compensatory storage that will be needed to offset the fills required to raise the multi-use path and to reconstruct the eroded outfall in the northwest corner of Mitchell Lakes (699 Daybreak Lane).

Section III is being partially funded by the Illinois Environmental Protection Agency (IEPA) 319h grant (Resolution No. 3170), which includes a construction deadline of July 15, 2023. However, for the following reasons, staff would like to delay completion until the end of calendar year 2023, which the IEPA has indicated could be acceptable.

- The bypass pumping for Section III will affect the bypass pumping for Section I-A, so waiting to begin work on Section III until Section I-A is complete (i.e. December 2022) will avoid a significant change order to Section I.

- The US Army Corps is expected to sign-off on DuPage County Stormwater's permit for the Armstrong Park Flood Control Reservoir in early 2023. This will significantly reduce the complexity of the license agreement between the Village and the County for using the Reservoir for bypass pumping during Section III.
- Permit reviews for Section III are taking longer than they did for Section I such that approvals are not anticipated until late August / early September.
- ComEd's Public Relocation Department has not responded to feedback on their re-routing design that staff sent at the end of May, nor has ComEd provided a schedule for when their re-routing design may be complete.

The delay to Section III means advertising for bids will occur in early 2023. This allows enough time to design and permit the Mitchell Lakes Outfall so that it can be included in the Section III construction documents. Combining both projects is expected to result in a cost-savings in lieu of bidding them separately, as well as reduces the disruption to the Park District's operations.

It should be noted that the scope of work excludes structural design at this time. The plan is to propose raising the multi-use path by two feet and to install a new overflow structure (similar to Elk Trail and Fountain View) to reduce the number of times that the water overtops the path. Once this concept is accepted by DuPage County during their floodway permit review, we will amend the contract to finalize the overflow structure's design.

The amendment price is 26% of the original agreement. An extension of 214 calendar days will also be granted, revising the completion date to December 31, 2022. Therefore, staff recommends amending the professional services agreement (PO 462-654) with ERA in accordance with the Village's Purchasing Procedures Policy and Section §5-8-3 of the Village Code for the Mitchell Lakes Outfall design in the not-to-exceed, cost plus fixed fee amount of \$30,000.00.

cc: William N. Cleveland, Director of Engineering Services (via email)
Phil Modaff, Director of Public Works (via email)
Jon Batek, Director of Finance (via email)

Attachment:

1. Professional Services Amendment No. 03

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

PROJECT: Klein Creek Streambank Stabilization – Section III

AMENDMENT NO. 03

OWNER: Village of Carol Stream

TITLE: Mitchell Lakes Outfall

PROFESSIONAL: Engineering Resource Associates, Inc.

You are directed to make the following changes to the Professional Services Agreement:

Description: Prepare contract drawings and permit applications for reconstructing the Mitchell Lakes Outfall, expanding the western shoreline, and reconstructing the northwest storm sewer outfall. Include with the contract bid documents for Section III.

Purpose of Amendment: Since advertising Section III will be delayed until early 2023, there is now time to include the Mitchell Lakes Outfall reconstruction in these contract documents. The Village has also received a grant from DuPage County (ARPA) for the Mitchell Lakes Outfall Project that requires expenditure by October 2024.

Attachments:

- ERA proposal dated 07/27/22.

CHANGE IN AGREEMENT PRICE:


CHANGE IN AGREEMENT TIME:

Original Agreement Price:	\$ 113,292.00	Original Agreement Time: 04/30/2022
Previous Amendments:	\$ 7,533.00	Change from previous Amendments: NONE
Current Agreement Price:	\$ 120,825.00	Current Agreement Completion Date: 05/31/2022
Net increase/(decrease) of this Amendment:	\$ 30,000.00	Net increase/(decrease) of this Amendment: 214
Agreement Price with this Amendment:	\$ 150,825.00	Agreement Completion Date w/Amendment: 12/31/2022


RECOMMENDED:
Engineering Services Dept.

APPROVED:
Village of Carol Stream

ACCEPTED:

By: 
William Cleveland
Director of Engineering Services

By: _____
Robert Mellor
Village Manager

By: 
Name

Date: 7/28/22

Date: _____

Environmental Project Manager
Title

Sent via email to gulreich@carolstream.org

July 27, 2022

Mr. Greg Ulreich
Civil / Stormwater Engineer
Village of Carol Stream
Department of Engineering Services
500 North Gary Avenue
Carol Stream, IL 60188

Subject: Proposal for Amendment 03: Mitchell Lakes Outfall to Engineering Design Services for
Klein Creek Stream Bank Stabilization – Section III Project

Dear Mr. Ulreich:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for Phase II Engineering Design Services for the Mitchell Lakes Outfall Addendum to the Klein Creek Stream Bank Stabilization – Section III Project for the Village of Carol Stream (Village). The proposal is based upon your request for proposal, our knowledge of the project, and our scoping meetings held on July 21 and 27, 2022.

Project Understanding

Klein Creek is approximately 12.7 square mile watershed that is tributary to the West Branch DuPage River. The Village has divided this project into three Sections and is conducting each Section of the project in three phases: Phase I – Concept Design, Preliminary Cost Estimate and Grant Applications were previously completed by ERA under a separate agreement. Phase II – Final Engineering and Contract Preparation for Sections I & III was previously completed by ERA under a separate agreement. This proposal is for an addendum to Section III to incorporate improvements to the Mitchell Lakes Outfall that is funded by ARPA. Phase III – Construction and Construction Engineering are not included and will be under separate agreements.

Scope of Services

Phase II Addendum: The anticipated Scope of Services (Scope) is to create Final Engineering plans with cost and specifications for the Village to use to Bid the project in early 2023.

1. Meetings/Coordination –

This task includes meetings with Village staff, County wetland staff, Carol Stream Park District; and pre-application meetings with regulatory agencies. ERA will provide meeting minutes within 1 week of each meeting for review and distribution to meeting participants by Village staff. The following meetings are anticipated:

- 1.1. One (1) kick-off meeting with Village staff;

WARRENVILLE
3S701 WEST AVENUE, SUITE 150
WARRENVILLE, IL 60555
P 630.393.3060

CHICAGO
10 SOUTH RIVERSIDE PLAZA, SUITE 875
CHICAGO, IL 60606
P 312.474.7841

CHAMPAIGN
2416 GALEN DRIVE
CHAMPAIGN, IL 61821
P 217.351.6268

- 1.2. One (1) pre-application meeting with each permitting agencies. It is assumed that the DuPage County, Army Corps of Engineers (USACE), and Kane-DuPage Soil and Water Conservation District (SWCD) will have a combined pre-application meeting;
- 1.3. One (1) resubmittal meeting and coordination with DuPage County.

In addition to the described meetings, ERA will utilize Microsoft Teams (Teams) to coordinate all project correspondence and files. ERA will set up access to the project team as directed by the Village. Additional anticipated coordination tasks include:

- Email, team messages and phone communication between project team staff and Village staff about project status and to answer questions and concerns related to the tasks described within this scope.
- Uploading and downloading information placed on the Teams.

2. Data Gathering/Survey

2.1. Tree Inventory -

2.1.0. ERA will provide a certified arborist to review the brushy areas between Mitchell Lakes and the Armstrong Park Path north of the Mitchell Lakes Outfall.

2.1.1. ERA will review 6" Diameter at Breast Height (DBH) or larger trees within the proposed disturbed areas per the concept plan. Trees will be tagged, identified and assessed for health. The inventory is necessary to determine quantity to be removed in order to accurately estimate cost for removal and mitigate the loss in environmental function resulting from their removal. The tree inventory will be drafted in AutoCAD and will be included in the final deliverables.

2.2. Wetland Boundary and Report Update - ERA will investigate the area between Mitchell Lakes and the Armstrong Park Path north of the Mitchell Lakes Outfall. In the event that the wetlands are found in this area ERA will delineate and locate the wetland flags. .

3. Utility Coordination

3.0. Design JULIE - ERA will perform a design JULIE to acquire contacts from utility companies (telephone, gas, electric, cable). ERA will coordinate with the contacts to verify utility locations and depths. If proposed improvements or construction disturbs utilities, ERA will coordinate with the utility companies to determine their scope of work and preliminary construction schedule to relocate their facilities. It is anticipated that plans at each design phase will be sent to utility companies for their review and comment.

4. Earthwork Calculations

4.0. Earthwork calculations - ERA will calculate the volume of topsoil stripping, total cuts and fills. It is anticipated that cut associated with removal of the berm between Mitchell Lakes and the adjacent swale will be used to create wetland shelves within Mitchell Lakes. Volumes will be compared and modifications to the grading plan made to attempt to balance the earthwork.

5. Stormwater Management

ERA will provide a hydraulic analysis of the existing and proposed improvements using the HEC-RAS computer software modeling program for one-dimensional steady flow. The hydraulic analysis in HEC-RAS will be used to evaluate the final design for compliance with floodplain and floodway regulations. The results of the analysis will be submitted for review to the Village of Carol Stream, DuPage County Department of Stormwater Management and the Illinois Department of Natural Resources, Office of Water Resources. A CLOMR/LOMR is not anticipated and therefore the regulatory model will not be submitted to FEMA.

5.1. Existing Conditions Model - ERA will utilize the modified existing HEC-RAS model from Segment III and augment it with the Survey by others and/or supplemental survey from ERA, based on the final proposed design. Additionally, ERA billed \$501.28 in Indirect Wetland Impact task to research the



FEQ model information for structural information on Spillway #3 Contacted DuPage County (Christine Klepp) to get more information. Obtained a series of inputs from DuPage County with a request to call to discuss and clarify some of the unique pieces of info about this area in the FEQ model. Charted the structure and explained the adverse flow nature of the structure, and the changes to the inverts in the model. Confirmed with Christine that the overflow looks too generic to be actually surveyed. The amount of \$501.28 has been add to this contract under this task.

- 5.2. Proposed Conditions Model - ERA will create a final proposed HEC-RAS model which will incorporate the proposed hydraulic structure outlet for Mitchell lakes river restoration cross-sectional changes, project cut/fills, and vegetation management improvements.
 - 5.3. Compensatory Storage Calculations - ERA will evaluate the cut and fills for the proposed improvements. Compensatory Storage will be calculated using the regulatory 10- and 100-yr flood elevations. The overall project site is required to provide compensatory storage equal to at least 1.5 times the volume of flood plain fill. The storage shall be provided incrementally between the 0-10-yr and the 10-100-yr flood recurrence intervals at a minimum ratio of 1:1 cut to fill. Floodway cut and fill calculations shall also be provided showing a minimum ratio of 1:1 cut to fill. ERA will provide compensatory storage calculations in tabular form with to-scale cross-sections for submittal with the permit application.
 - 5.4. Storm Sewer Calculations -ERA will provide storm sewer and manhole sizing calculations for the re-routing of the storm sewer in Armstrong Park from the existing pump station. Approximate length of storm sewer is 100-LF.
 - 5.5. Overflow Structure Design Calculations - The existing overtopping elevation for Mitchell Lakes is proposed to be raised. Design calculations to maintain the existing overtopping capacity through a proposed outfall structure will be provided.
 - 5.6. Outfall Scour Protection Design calculations - ERA will provide riprap apron calculations for the proposed or modified outfall locations for the project.
 - 5.7. Stormwater Report - ERA will prepare a final report that will contain a summary of the design calculations, the hydraulic model results and compliance with required permits such as compensatory storage requirements, water surface elevations and velocities. The final report will be used to obtain floodway, stormwater management and building permits. This report will be in the format of the DuPage County stormwater tabular submittal.
6. **Structural Design Guidance** - ERA's in-house licensed professional structural engineer will provide preliminary design guidance to the proposed culvert crossing size, location, and design constraints. Along with guidance on the feasibility of re-using the Mitchell Lakes existing culverts with an overflow control structure. And lastly, will investigate the additional effort and design constraints to incorporating the infrastructure or accommodating future infrastructure of a real-time control structure to modify lake levels.

The anticipated deliverables for these tasks include the following:

- Existing conditions HEC-RAS model
- Proposed conditions HEC-RAS model
- Compensatory Storage Tabular Calculations
- Storm Sewer Calculations
- Control Structure/Overflow calculations
- Scour Protection Calculations
- Stormwater Report

7. Environmental Design

- 7.1. Wetland Mitigation - ERA will design a wetland shelf within Mitchell Lakes on the western bank. Wetlands created associated with this area may be utilized for future Village projects requiring



mitigation if 319h funds are not used to create this area. The mitigation plan will include a soil management plan, proposed seed and plug mixes, and proposed maintenance and monitoring plan.

- 7.2. Naturalized Upland Restoration - A riparian, prairie, savanna, and woodland enhancement and restoration plan will be designed using the H&H modeling to determine the type of vegetation needed for each zone. The functions of the existing woody vegetation will be replaced by determining the type and quality of the existing woody vegetation identified by the tree inventory and field assessments.
- 7.3. In-Stream Improvements - ERA will create a river restoration and bank stabilization conceptual design for the area north of the proposed Mitchell Lakes Outfall..

8. Permitting and Alternative Funding Assistance

ERA will assist the Village in the preparation of addendums to the Section III permit application(s). The regulatory stakeholders involved with the management of storm water through the project limits will be contacted regarding this modification. This task will include permit coordination with the jurisdictional authorities, responding to their review comments, and phone call/email/letter follow up efforts to ensure permits submittals are adequately moving through their system. Permits anticipated for this project include:

8.1. Federal & State Permits

- 8.1.0. IDNR/OWR Floodway Permit - ERA will provide 2 copies of the 95% and final PS&E documents. ERA will provide 2 copies of the stormwater report described in task 5.6 for review and approval.
- 8.1.1. IEPA Construction Site Runoff (ILR10) - ERA will provide the SWPPP; the Village will complete and submit the NOI per its NPDES ILR40 MS4 permit.
- 8.1.2. IDNR Threatened and Endangered Species signoff - ERA will complete the application for T&ES signoff through EcoCAT.
- 8.1.3. Illinois Historical Preservation Agency approval - ERA will prepare the IHPA consultation (this assumes that a Phase I archaeological report is not necessary).
- 8.1.4. IDNR Interagency Wetland Policy Act - ERA will submit one copy of the 95% plans and wetland delineation report.
- 8.1.5. Army Corps of Engineers - ERA will provide one set of the 95% and final PS&E documents and permit narratives for the applicable Nation Wide Permits.
- 8.1.6. Kane/DuPage Soil and Water Conservation District - ERA will provide a pdf of the 95% and final PS&E documents.
- 8.1.7. EPA 404 Permit - ERA will submit 1 copy of the 95% and final PS&E documents.

8.2. County & Local Permits

8.2.0. DuPage County

- Stormwater Management Permit - ERA will provide an electronic copy of the signed stormwater management permit, IDNR-OWR delegation letter, Tabs 1,3 & 8 report and final engineering plans.
- 8.2.1. Village of Carol Stream - Stormwater Management Permit - ERA will also provide 1 copy of the stormwater report described in task 5.6 for review and approval.
- 8.3. Alternative Funding Assistance - ERA will assist the Village with following up with the previously submitted alternative funding sources in order to finalize and secure additional funding for the project. This task includes assisting the Village with a 319h application.

9. Construction Documents

- 9.1. The following is a list of anticipated plan sheets for inclusion in the Section III plans :
 - General Notes & Summary of Quantities - 1 Plan Sheet
 - Existing Conditions - 2 Plan Sheets
 - Demolition & Utility Plans - 2 Sheets



- Detailed Grading Plan w/Key Map – 21 Plan Sheets
 - Proposed Plan & Profile Sheets (1"=20'H, 1"=2'V) – 1 Plan Sheets
 - Cross Sections – 2 Plan Sheets
 - Wetland Mitigation Plan – 1 Plan Sheets
 - Construction Details – 2 Sheets
 - Stormwater Pollution Prevention Plan – 1 Plan Sheets
- 9.2. 50% Completion Phase PS&E - ERA will prepare preliminary plans showing the scope and extent of the proposed improvements including the overbank cut/fills, access plan, river restoration, wetland mitigation, planting plan, preliminary tree removal, preliminary cost estimate.
- 9.3. Pre-final 95% Completion Phase PS&E - ERA will provide 95% complete plans, specs and estimates as described below.
- Upon receipt of preliminary PS&E review comments, ERA will prepare a complete set of pre-final PS&E for the project for submittal to the IEPA for their review and approval
 - Specifications will be prepared in IDOT standard format. Bid documents and unit price bid item quantities will be included.
 - An updated engineer's opinion of probable construction cost will be prepared and submitted.
- 9.4. Final 100% Completion Phase PS&E - Upon receipt of pre-final PS&E review comments from the Village and IEPA, ERA will prepare a complete set of Final PS&E to accommodate bidding and construction of the proposed improvements. The following are anticipated deliverables for Final PS&E.
- AutoCAD & PDF files to Village.
 - One (1) reduced size (11"x17") plan sets.
 - Two (2) full sized (24"x36") plan sets.
 - It is our understanding that Village will provide the majority of the General Conditions and the Special Conditions for the bid docs; however, ERA will provide the Special Provisions in addition to the actual bid sheet in Excel, and the engineer's estimate of probable cost in Excel format. ERA will utilize the Village's templates for preparation of the special provisions.

10. Bidding Assistance

ERA will provide bidding assistance as described below.

- 10.1. Provide a digital package with plan sheets in PDF format to be submitted as bid documents.
- 10.2. Assist Village in responding to bidder questions and preparing addenda.
- 10.3. Attend Pre-Bid meeting

Exclusions

FEQ Modeling for Stormwater, Floodplain, Floodway, or Wetland permits
 CLOMR/LOMR Analysis and Permit Submittal
 Revisions to the engineering plans or hydraulic models to address permit reviews
 Permit and Agency Consultation and/or Permit application Fees

Fees

The cost associated with the services included in this proposal will be Hourly, not-to-exceed fee, according to the attached schedule. Invoices will be issued monthly reflecting the percent of the project completed as of the "services thru" date on the invoice. Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred.



Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis in accordance with the attached table.

Please send payment(s) to:

3s701 West Ave., Suite #150, Warrenville IL 60555

Credit Card payments are also accepted over the phone, via email, or in the office with a 3.5% processing fee added.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval.

If you have any questions, please contact me at 630-393-3060x1041 or epande@eraconsultants.com.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE



Erin Pande, PWS, CFM

ERP/kkp
Attachments
Enclosure





ENGINEERING

RESOURCE ASSOCIATES

3S701 West Avenue Suite 150
 Warrenville, IL 60555
 Phone: 630.393.3060
 Fax: 630.393.2152
 www.eraconsultants.com

CLIENT: Village of Carol Stream

PROJECT: Klein Creek Streambank Stabilization Section III - Mitchell Lakes
 Outfall

PROJECT LOCATION: Carol Stream, IL

Date: 7/27/2022

Consultant: Engineering Resource Associates, Inc.

Project Manager: ERP

PP/PL No.: 160914.B0

TASK No.	WORK DESCRIPTION	HOURS	WEIGHTED HOURLY RATE	ERA'S FEE	SERVICE BY OTHERS FEE	% OF GRAND TOTAL
1	Meetings/Coordination	16	\$162	\$2,600.00		8.67%
2	Data Gathering/Survey	17	\$97	\$1,600.00		5.33%
3	Earthwork Calculations	7	\$124	\$900.00		3.00%
4	Hydraulically Equivalent Culverts	19	\$141	\$2,700.00		9.00%
5	Indirect Wetland Impact FEQ Look up	4	\$139	\$500.00		1.67%
6	Compensatory Storage Calculations	10	\$143	\$1,400.00		4.67%
7	Storm Sewer Calculations	8	\$122	\$1,000.00		3.33%
8	Overflow Structure Design Calculations	24	\$137	\$3,300.00		11.00%
9	Outfall Scour Protection Design Calculations	8	\$142	\$1,100.00		3.67%
10	Stormwater Report	18	\$151	\$2,700.00		9.00%
11	Structural Design Guidance	4	\$200	\$800.00		2.67%
12	Permitting and Alternative Funding Assistance	16	\$125	\$2,000.00		6.67%
13	Construction Documents	77	\$120	\$9,200.00		30.67%
	Reimbursables					
	Mileage Costs			\$18.15		0.06%
	Printing Costs			\$55.85		0.19%
	Permitting Fees			\$126.00		0.42%
	Optional Services					
	TOTALS	228	\$138.58	\$30,000.00	\$0.00	100%

TEAM & Corresponding Staff Category		HOURLY RATE
Team Member	Payroll Classification	
Erin Pande	Ecological Services Director	\$163.00
Jenny Loewenstein	Professional Engineer III	\$159.00
Rick Tanner	Engineering Technician V	\$131.00
Molly Garrow	Professional Engineer I	\$122.00
Samantha Heatherly	Staff Engineer I	\$97.00
Cody Frovarp	Engineering Technician III	\$96.00
Andrew Kustusich	Professional Engineer III	\$159.00
Abby Zielinski	Staff Engineer I	\$97.00
Bradly Earnest	Environmental Specialist I	\$87.00
Mitchell Plonka	Environmental Specialist I	\$87.00
Melissa Lange	Structural Engineer IV	\$200.00
Meredith Nika	Professional Engineer II	\$139.00

Exhibit 2

Engineering Resource Associates, Inc.
2022-2023 HOURLY RATES FOR PROFESSIONAL SERVICES

April 1, 2022 THROUGH March 31, 2023

Staff Category	Average Hourly Billing Rate
Professional Engineer VI	\$227.00
Professional Engineer V	\$202.00
Professional Engineer IV	\$181.00
Professional Engineer III	\$159.00
Professional Engineer II	\$139.00
Professional Engineer I	\$122.00
Structural Engineer IV	\$200.00
Structural Engineer III	\$250.00
Staff Engineer III	\$129.00
Staff Engineer II	\$104.00
Staff Engineer I	\$97.00
Engineering Intern III	\$79.00
Engineering Intern II	\$60.00
Engineering Intern I	\$52.00
Engineering Technician VI	\$144.00
Engineering Technician V	\$131.00
Engineering Technician IV	\$112.00
Engineering Technician III	\$96.00
Engineering Technician II	\$77.00
Engineering Technician I	\$57.00
Ecological Services Director	\$163.00
Environmental Specialist IV	\$168.00
Environmental Specialist II	\$100.00
Environmental Specialist I	\$87.00
Professional Surveyor II	\$171.00
Professional Surveyor I	\$154.00
Surveyor IV	\$123.00
Surveyor III	\$106.00
Surveyor II	\$86.00
Professional Surveyor II	\$171.00
Professional Surveyor I	\$154.00
Administrative Director	\$157.00
Administrative Staff IV	\$117.00
Administrative Staff III	\$92.00
Administrative Staff II	\$83.00
Administrative Staff I	\$66.00

Direct Costs will be billed per contract terms.

REASON FOR MILEAGE	Trips	Miles Per		Cost Per		Total Cost
		Trip	Total Miles	Mile	Total Cost	
	3	11	33	\$0.55	\$18.15	
			0	\$1.55	\$0.00	
			0	\$2.55	\$0.00	
Mileage Costs						\$18.15

PRINTING COSTS DESCRIPTION	No of Sheets	No of Sets	Total Sheets	Cost Per		Total Cost
				Sheet	Total Cost	
			5	0	\$1.25	\$0.00
			5	0	\$0.35	\$0.00
			1	0	\$7.50	\$0.00
			5	0	\$0.12	\$0.00
Printing Costs						\$0.00
						\$55.85

PERMITTING FEES	Permitting Agency	Permitting Type	Cost
		\$0.00	
		\$0.00	
		\$0.00	
Permitting Fees			\$126.00

Notes

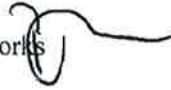
Notes

Full Size Prints
1/4 Size Prints
Mylars
Letter Size Prints

OTHER

Notes

Village of Carol Stream
Interoffice Memorandum

MEMO TO: Robert Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: July 27, 2022
RE: Motion to Approve an Agreement for Architectural Services with Kluber, Inc., for Preliminary Planning and Design of PWC Phase II Improvements

The FY23 Capital Project Fund includes funding for completion of preliminary planning and design of Phase II improvements at the Public Works Center (PWC) and a remote parcel at the WRC. Phase II improvements will focus on storage needs and exterior yard improvements, including: relocation of the Police impound lot and PW spoil storage to the vacant parcel adjacent to the WRC; demolition and replacement of existing raw material storage bins, demolition of spoil storage bins, improvement of site drainage to eliminate runoff, construction of racking systems to better store utility materials (such as pipes, hydrants, catch basins, etc.), replacement of failed paved surfaces and general improvements to enhance efficient and safe traffic flow on the PW site. These improvements are planned for construction in FY24.

Public Works issued a Request for Qualifications (RFQ) seeking architectural and engineering assistance in preparing preliminary planning and design for the purposes of establishing a project scope and estimate of probable cost to be used in the upcoming budget process. Three submittals were submitted and staff interviewed two of the firms (including StudioGC currently under contract for architect services for interior PWC facility improvements). Kluber Inc. presented the most attractive submittal and qualifications for this phase of the PW improvements, and staff entered into negotiations for a services agreement.

Staff has worked with Kluber, Inc., to prepare the attached services agreement to include planning, design, and cost estimating.¹ The attached proposal provides a detailed scope of services, compensation and schedule at a cost of \$45,330. There may also be some reimbursable expenses, which should be limited to no more than \$500. Once work under this agreement is completed and estimated construction costs are known, staff will present a recommendation to the Village Board to proceed to final design and bidding later this fiscal year, with a goal of having a contract awarded to begin construction early in the next fiscal year.

Staff recommends a Motion to authorize the Village Manager to execute an Architectural Services Agreement with Kluber, Inc., for preliminary planning, design, and cost estimating for the Public Works Facilities Phase II Improvements Project up to the amount of \$45,830.

Attachment

¹ The Village Attorney has reviewed and approved the attached documents.

June 30, 2022

Phil Modaff
Director of Public Works
Village of Carol Stream
124 Gerzevske Lane
Carol Stream, IL 60188

Re: Public Works Yard Improvements and Off-Site Storage Improvements
Kluber, Inc. Proposal No. 220531.01

Dear Mr. Modaff:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Village of Carol Stream would like to perform Phase I Design and Estimate of cost along with outlining a recommended construction methodology to implement the construction work.

OVERVIEW OF PROJECT SCOPE

The Project consists of the Phase I analysis of two project sites; The Public Works Yard located at 124 Gerzevske Lane and at the off-site Water Reclamation Center located at 245 Kuhn Road. The following is the anticipated project scope identified by Owner:

Water Reclamation Center Spoils Property – 245 Kuhn Road: Architectural & Engineering Overview

- Relocate the police impound lot from 124 Gerzevske Lane site to this parcel
- Add a sliding security control gate into the property
- Add impervious paving to accommodate vehicle storage and access to covered material storage bins
- Consider solar panels on the roof of the covered material storage bins as an alternative source of power to light the enclosed property area
- Design a concrete pad for bulk CCDD soil materials, uncontaminated soil materials, and for street sweeper materials with properly designed debris capture and filtration system
- Design a stormwater management and filtration system for this parcel and its new impervious surfaces

Water Reclamation Center Spoils Property – 245 Kuhn Road : Drainage Stormwater Management Overview

- No mapped floodplain or wetlands indicated based on public GIS data
- The site is currently "crowned" sheet draining in several directions with primary flow east and off-site
- Continuation of drainage from upstream WRC facilities bears consideration
- The site is undeveloped and new impervious will require stormwater storage and flow rate control
- Water quality Best Management Practices can be incorporated in stormwater storage facilities to mitigate impacts of operations
- Consideration of outlet type and discharge should match existing flow conditions to the greatest extent possible
- Early coordination with Village Stormwater staff (Greg Ulreich) anticipated

Public Works – 124 Gerzsevske Lane: Architectural & Engineering Overview

- Remove existing damaged material storage bins from current location
- Remove police impound lot fencing to expand yard space
- Existing above ground diesel fuel tank to remain in current location
- Review and prepare design concepts to manage stormwater flow to the west and southwest property lines
- Prepare design concepts for open air material storage bins to include gravel, sand, topsoil, water service fittings, and pipe racks
- Evaluate site vehicular flow and identify areas of pavement expansion and/or replacement
- Design a concrete pad for limited CCDD soil materials, uncontaminated soil materials, and for street sweeper materials with properly designed debris capture and filtration system
- Design a stormwater management and filtration system for this parcel and its new impervious surfaces

124 Gerzsevske Lane : Drainage Stormwater Management Overview

- No mapped floodplain indicated based on public GIS data
- Wetlands indicated at the southeast corner of the site however no improvements anticipated to have impacts. Buffer requirements will require careful review
- The site has 4 primary outfalls with three piped outfalls and one concentrated sheet flow outfall. Two outfalls discharge westerly and will be the primary focus to improve water quality.
- Acquisition of a parcel between the cell tower antennae and the current police vehicle compound is a possibility. This is the location of a storm pipe outfall and could also be an opportunity to implement a stormwater BMP such as a filter strip or bioswale.
- It is not anticipated impervious areas will increase and therefore stormwater storage would not be required. Careful site planning and surface type and accounting is required
- Water quality Best Management Practices can be incorporated along the western edge of the site. Access to BMP areas and long term maintenance will be incorporated into the design.
- Early coordination with Village Stormwater staff (Greg Ulreich) anticipated

INITIAL INFORMATION

- The program for the Project shall be confirmed with Owner during this portion of the work.
- The Owner's Phase II budget for the Cost of the Work is \$3,100,000.00. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.
- The anticipated Project schedule is to complete Phase I work by the end of October 2022. Phase II to be determined as mutually agreed.
- The Owner's representative for the Project will be Mr. Ron Roehn and Mr. Phil Modaff.
- Kluber, Inc.'s representative for the Project will be Mr. Chris Hansen.

The foregoing is based on our internal meeting conducted on Tuesday, June 14, 2022 at the Carol Stream Public Works facility.

BASIC SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Basic Services for the Project as set forth in the standardized *AIA B101 - 2007 Standard Form of Agreement between Owner and Architect*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Schematic Design:

Phase I - Project Analysis:

- Orientation & Kickoff Meeting/Data gathering - Meet with the Director of Public Works, and other departmental staff, in order to acquire more complete knowledge of the work to be performed, review the Space Optimization Study and departmental needs. Tour the Public Works Center and off-site location. Obtain and review any existing Owner surveys and record documents available related to construction of



- existing improvements.
- Phase I Design and Estimate of Cost — Prepare Phase I design option for review with, and consideration by, Public Works staff for each site. Following review and discussion with owner, prepare preliminary cost estimates for the preferred design options. The Phase I deliverable will be prepared in such a manner that, should the Village choose to move forward with Phase II, the Phase I work product will effectively serve as the starting point for Phase II services.
- Recommended Construction Methodology - Based on the recommended construction option(s) provide information related to the various construction delivery methodologies (design/bid/build, design/build, construction manager at risk, etc.) along with a recommendation and justification for the recommended methodology to be utilized for project delivery and a cost estimate related to that service.
- We will conduct Owner meetings as necessary during the Phase I process to gather data, solicit Owner input and to discuss design options. The final deliverable for the Phase 1 services will be in 11x17 format and submitted to the Owner electronically for record.

Phase II - Construction Document Phase:

- Future Proposal

Phase II - Bidding Phase:

- Future Proposal

Phase II - Construction Administration Phase:

- Future Proposal

ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above but may be required for the Project or specifically requested by the Village of Carol Stream. The list below indicates Additional Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

Additional Services:	Provided by:
Programming, or Validation of Owner's Project Program, as described below (Phase I - Basic Services)	Kluber
Existing Facilities	
Survey of existing facility(ies) (<u>required</u> if Owner's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions) Note: Owner shall provide Kluber with Topographic CAD files for the existing Public Works Site. We have included a Topographic Survey for the Water Reclamation site in our fee breakdown below. (Phase I - Basic Services)	Kluber
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2007)	Not Provided
Site Evaluation and Design	
Site Evaluation and Planning (in accordance with AIA B203 – 2007)	Not Provided
Civil Engineering (Phase I - Basic Services)	Kluber
Landscape Design (Phase I – Basic Services)	Kluber
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Owner	Not Provided
Historic Preservation (in accordance with AIA B205 – 2007)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2007)	Not Provided
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2007)	Not Provided
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2007)	Not Provided
Engineered Systems:	
Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
Cost Control:	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc)	Not Provided



Architect's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives)	Not Provided
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Owner in AutoCAD dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by Owner	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions)	Not Provided
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided

COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for a Stipulated Sum fee of \$45,330.00.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below.

Compensation for Basic and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

Basic Services:

Schematic Design (Kluber).....	\$19,500.00
Schematic Design (WBK Engineering – Exhibit A).....	<u>\$25,830.00</u>
Total Basic Services Fee:.....	\$45,330.00

Additional Services:

As requested	At Hourly Rates listed below
Phase II Basic Services.....	Future Proposal

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$500.00.

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2022):

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00



Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00
Project Coordinator.....	\$55.00

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

TIMING

All services contemplated within this proposal shall be completed within 6 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on this proposal.

FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,



Michael T. Kluber, P.E.
President
Kluber, Inc.

Accepted (Signature) Date

By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than the Village of Carol Stream.



Exhibit A



PUBLIC WORKS FACILITY IMPROVEMENTS & EXPANSION

Village of Carol Stream

June 29, 2022

Christopher Hansen, AIA, NCARB

Kluber Architects + Engineers
41 W Benton Street
Aurora, IL 60506
630.406.1213

Dear Mr. Hansen,

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Kluber Architects + Engineers (Kluber) for professional design engineering services for improvements to the existing Carol Stream Public Works facility and expansion of a site at the Water Reclamation Center. WBK looks forward to the opportunity to assist the Kluber and the Village of Carol Stream (Village) with this project. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

PROJECT UNDERSTANDING

Kluber has been retained by the Village to assist with improvements at the existing primary public works facility located at 124 Gerzsevske Lane. Improvements include repurposing the police vehicle storage compound as well as seeking improvements related to materials storage, operations, and stormwater runoff from the PW facility. In addition, Public Works is seeking to develop a new site generally located within the Water Reclamation Center at 245 Kuhn Road. This site is approximately 1.5 acres and currently used for storage and processing of wood chips. Future uses of the site at 245 Kuhn Road include material storage bins as well as relocation of the police vehicle compound. It is anticipated that stormwater management measures will be required to comply with the DuPage County stormwater ordinances. The Village is a complete waiver community and will administer the County stormwater ordinance.

SCOPE OF SERVICES

The scope of services and specific task list is noted in outline form on the attached manhour and fee estimate.

PROJECT ASSUMPTIONS

In preparing this proposal, we are providing a scope of services to satisfy the overall goals of the project based on the information provided and known at this time. The following assumptions are made:

- The site was never used for storage of hazardous materials, and therefore the cost of an environmental assessment, mitigation, clean-up and permitting services are not included.
- Wetlands do not exist on either site, and therefore the cost of wetland mitigation design is not included.
- The sites contain no floodplain.
- No off site utility extensions are necessary to serve the subject site.
- Boundary survey and replating of the land is not included in this scope.
- Survey is available for the 124 Gerzsevske Lane and will be provided in CAD format.
- No retaining walls or site structural services are included in the scope.

Exhibit A

- Fencing and security elements will be facilitated by others and not part of the civil scope.
- Geotechnical soil borings and analysis is not included in this proposal.
- Plans and specifications will be delivered in electronic format and no printing costs are included.

ESTIMATE OF FEES

WBK has provided manhour estimates for the tasks outlined in the attached scope of services and propose lump sum fees based on the following phases. Actual invoices will be based on percent complete at the time of invoicing.

TASK #	TASK NAME	SEE
TASK 1	Survey and Pre-Design	\$6,500.00
TASK 2	Schematic Design	\$19,330.00
TOTAL		\$ 25,830.00

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year. If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to Kluber. If you have any questions, please do not hesitate to call.

Sincerely,

Greg Chismark, PE
President

Encl: Exhibit A – Manhour Estimate and Fee Schedule
2022 Standard Charges for Professional Services
General Terms and Conditions (February 4, 2016)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR KLUBER ARCHITECTS + ENGINEERS.

Authorized By

Position

Date

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1st day of August 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
124 Gcrzovske Lane
Carol Stream, IL 60188

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

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

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

Public Works Yard Improvements and Off-Site Storage Improvements

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.

The Owner and Architect agree as follows.

Int.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:13:49 ET on 07/21/2022 under Order No.2114238418 which expires on 09/09/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1164880785)

1

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.) The Owner and the Architect have contracted only for Phase I Architectural Services and the applicable provisions of this Agreement shall apply to those Phase I Architectural Services. In the event that the Owner retains the Architect for the Construction Documents Phase, Procurement Phase, Bidding Phase, and the Construction Phase, the applicable provisions of this Agreement shall apply to the contract for those Architectural Services.

§ 1.1.2 The Project's physical characteristics:

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

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

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

Three Million One Hundred Thousand Dollars (\$3,100,000.00)

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

init

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:13:49 ET on 07/21/2022 under Order No.2114238418 which expires on 09/09/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. (1184660785)
User Notes:

- .1 Design phase milestone dates, if any:
Phase I work will be complete by the end of October 2022.
- .2 Construction commencement date:
Phase II to be determined as mutually agreed.
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Negotiated Contract

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

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ron Roehn and Phil Modaf
Village of Carol Stream
124 Gerzevske Lane
Carol Stream, IL 60188

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

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

- .1 Geotechnical Engineer:

Init.

To Be Determined

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Chris Hansen
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

.2 Mechanical Engineer:

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

.3 Electrical Engineer:

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

Inlt.

§ 1.1.11.2 Consultants retained under Supplemental Services:

WBK Engineering
8 East Galena Blvd.
Suite 402
Aurora, IL 60506

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

OVERVIEW OF PROJECT SCOPE

The Project consists of the Phase I analysis of two project sites: The Public Works Yard located at 124 Gerzevske Lane and at the off-site Water Reclamation Center located at 245 Kuhn Road. The following is the anticipated project scope identified by Owner:

Water Reclamation Center Spoils Property – 245 Kuhn Road: Architectural & Engineering Overview

- Relocate the police impound lot from 124 Gerzevske Lane site to this parcel
- Add a sliding security control gate into the property
- Add impervious paving to accommodate vehicle storage and access to covered material storage bins
- Consider solar panels on the roof of the covered material storage bins as an alternative source of power to light the enclosed property area
- Design a concrete pad for bulk CCDD soil materials, uncontaminated soil materials, and for street sweeper materials with properly designed debris capture and filtration system
- Design a stormwater management and filtration system for this parcel and its new impervious surfaces

Water Reclamation Center Spoils Property – 245 Kuhn Road : Drainage Stormwater Management Overview

- No mapped floodplain or wetlands indicated based on public GIS data
- The site is currently "crowned" sheet draining in several directions with primary flow east and off-site
- Continuation of drainage from upstream WRC facilities bears consideration
- The site is undeveloped and new impervious will require stormwater storage and flow rate control
- Water quality Best Management Practices can be incorporated in stormwater storage facilities to mitigate impacts of operations
- Consideration of outlet type and discharge should match existing flow conditions to the greatest extent possible
- Early coordination with Village Stormwater staff (Greg Ulreich) anticipated

Public Works – 124 Gerzevske Lane: Architectural & Engineering Overview

- Remove existing damaged material storage bins from current location
- Remove police impound lot fencing to expand yard space
- Existing above ground diesel fuel tank to remain in current location
- Review and prepare design concepts to manage stormwater flow to the west and southwest property lines
- Prepare design concepts for open air material storage bins to include gravel, sand, topsoil, water service fittings, and pipe racks
- Evaluate site vehicular flow and identify areas of pavement expansion and/or replacement
- Design a concrete pad for limited CCDD soil materials, uncontaminated soil materials, and for street sweeper materials with properly designed debris capture and filtration system
- Design a stormwater management and filtration system for this parcel and its new impervious surfaces

124 Gerzevske Lane : Drainage Stormwater Management Overview

- No mapped floodplain indicated based on public GIS data

Int.

- Wetlands indicated at the southeast corner of the site however no improvements anticipated to have Impacts. Buffer requirements will require careful review
- The site has 4 primary outfalls with three piped outfalls and one concentrated sheet flow outfall. Two outfalls discharge westerly and will be the primary focus to improve water quality.
- Acquisition of a parcel between the cell tower antennae and the current police vehicle compound is a possibility. This is the location of a storm pipe outfall and could also be an opportunity to implement a stormwater BMP such as a filter strip or bioswale.
- It is not anticipated impervious areas will increase and therefore stormwater storage would not be required. Careful site planning and surface type and accounting is required
- Water quality Best Management Practices can be incorporated along the western edge of the site. Access to BMP areas and long term maintenance will be incorporated into the design.
- Early coordination with Village Stormwater staff (Greg Ulrich) anticipated

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form at the beginning of the project.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect shall review and incorporate those state, and local laws, regulations, building and handicap accessibility codes and standards that are applicable at the time the Architect renders his services. Architect shall use reasonable efforts to obtain, at the earliest practicable time, review of the Drawings and Specifications by the public body or bodies having authority over the Project. Architect shall advise Owner of any aspect of the Project where, in the opinion of the Architect, the governmental regulations are not clear and a definitive governmental interpretation cannot be obtained within a time period necessary for the expeditious completion of the construction documents.

§ 2.2.1 Architect shall be responsible for services provided hereunder whether such services are provided directly by Architect or by any consultants hired by Architect. The Architect will perform duties and services and make decisions called for hereunder promptly and without unreasonable delay and will give the Project such priority as is necessary to cause the Architect's services hereunder to be properly performed in a timely manner and consistent with sound professional practices.

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

int.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. The Architect warrants that it presently has no interest, direct or indirect, and shall not acquire any interest which would conflict in any manner with the performance of services required under this Agreement.

§ 2.5 The Architect shall, at its cost, maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million (\$ 2,000,000.00) for each occurrence and four million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00) 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 statutory required automobile coverage.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.00) per claim and five million (\$ 5,000,000.00) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 and additional insured endorsements on a CG 20 10 or CG 20 26 endorsement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, plumbing and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's retention of any consultant shall not be deemed to create any contractual relationship between the Owner and consultant, except that the Owner shall be considered an intended beneficiary of the performance of the consultant's services. The Architect shall not include any limits of liability in its agreements with any consultants without the prior written approval of the Owner.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

Intit.

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 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.

§ 3.1.7 The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, and/or by Architect's consultants. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§ 3.2 Schematic Design Phase 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.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design and the proposed budget costs and written authorization to proceed, the Architect shall prepare Schematic Design Documents which shall establish the conceptual design of the Project illustrating the scale and relations of the Project Components for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a conceptual site plan, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect shall meet with the Owner to provide an explanation of and answer any questions regarding the Schematic Design Documents.

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect shall meet with the Owner to provide an explanation of and answer any questions regarding the Schematic Design Documents.

§ 3.3.4 At the Owner's request, the Architect shall attend up to two meetings before the Planning and Zoning Commission and one meeting of the President and Board of Trustees prior to approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

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

§ 3.4.2 The Architect shall use professional care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall confirm these facts in writing to the Owner.

§ 3.4.3 During the development of the Construction Documents, the Architect shall develop and prepare (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for

Init.

Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and shall include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, 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. If revisions to the Construction Documents are required to comply with the Owner's budget for the Cost of the Work, the Architect shall incorporate the required revisions in the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

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

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

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals when directed by the Owner by:

- .1 prepare the Proposal Documents;
- .2 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .3 organizing and participating in selection interviews with prospective contractors;
- .4 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .5 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified for this

init.

Project. Whenever within this Agreement the term AIA Document A201-2017 is used, such term shall mean the American Institute of Architects, AIA Document A201-2017, as modified for this Project.

§ 3.6.1.2 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.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Although, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, the Architect shall carefully review the quality and quantity at appropriate intervals during construction as part of the Architect's design and administrative services, shall issue written reports of such reviews to the Owner keeping the Owner reasonably informed about the progress and quality of the portion of the Work completed, (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall use his professional efforts to endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall contact the Owner to provide notice prior to any on-site visit and shall provide written evaluations of the progress of the Work after completing each on-site visit.

§ 3.6.2.2 The Architect has the authority to reject Work that it knows or should know does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 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.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by 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. The Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall provide assistance to the Owner on Claims of the Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 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 3.6.2 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. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. Payment certificates shall not be issued by the Architect without Village approval.

§ 3.6.3.2 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.

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 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 construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 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 Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall obtain the written consent of the Owner, which consent may be provided by email communication, prior to

init.

implementing any such minor change, which consent shall not be unreasonably withheld. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 evaluate whether proposed change is a material change to the Contract;
- .2 evaluate whether credits are included for Work not completed;
- .3 evaluate whether the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner and as an additional service, include independent estimates and/or consultations with contractors and vendors; and
- .4 evaluate whether necessary back up documentation is included pursuant to the requirements of the Contract Documents.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to assist the Owner in identification of any warranty issues to be addressed by the Contractor.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Int.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Int.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or 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;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, more than three (3) public presentations, meetings or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination and the Owner shall have no further obligation to compensate the Architect for those services beyond services already performed.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service, but only to the extent that such services required or requested from the Architect represent a material change in the services that would otherwise be required of the Architect for completion of the Project;

Int.

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker, provided such claims are not the result of the Architect's negligent acts, errors, or omissions; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 () visits to the site by the Architect during construction (To Be Determined)
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

(Paragraph deleted)

§ 4.2.5 If the services covered by this Agreement have not been completed within Two (2) months for Schematic Design Phase Services, TBD for balance of Basic Services 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 to the extent that the Architect incurs additional costs.

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, including design changes necessitated by unforeseen conditions or concealed conditions or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth in this Agreement. 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 and, if appropriate, in the Architect's fee and time for performance. The Owner, in its sole discretion, reserves the right to phase the Project due to budgetary considerations. In the event that the Owner implements a phasing schedule for the Project, the Owner agrees to pay the Architect for all of the actual, documented services it performs through a particular phase or through the date of the notice of suspension or termination of this Agreement. The Architect understands and agrees that the Owner has sole discretion to implement a phasing schedule for the Project due to budgetary conditions and the Architect waives any claims it has to be paid any fees beyond those fees that relate to actual, documented services it performs through a particular phase or through the date of the notice of suspension or termination of this Agreement, except that Architect shall also be entitled to payment for reasonably demonstrated additional services incurred as a result of Owner's phasing plan.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner's Designated Representative shall act as the liaison between the Owner and the Architect. This designation is being made for the purposes of facilitating the administrative and day-to-day management issues relating to the Project. In dealing with the Designated Representative, the Architect acknowledges that the Owner is an Illinois public body that can only be contractually bound by an affirmative vote of the President and Board of Trustees of the Village of Carol Stream.

§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase

init.

to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder; such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 Unless otherwise provided in this Agreement, 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, as the Owner determines are necessary.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

Init.

(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 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 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has 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 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 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 for modifying the Construction Documents 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.

Intt.

§ 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, irrevocable, royalty-free right and 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 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 Owner or Architect rightfully terminates this Agreement for cause as provided in Section 9.4, or if the Architect is terminated without cause as provided in Article 9.5, the Owner shall retain the irrevocable, royalty-free, right to use the designs, concepts and plans contained in any of the Instruments of Service for its own purposes. Upon completion of the Project, the Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including but not limited to the following:

- .1 electronics Filing and Archiving for the purpose of record keeping by the Owner;
- .2 any future renovation, addition, or alteration to the Project; and
- .3 any future maintenance or operations issue as it pertains to the Project. The Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service."

§ 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 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.5.1 The official Instruments of Service are the signed and sealed Drawings and Specifications issued in paper format for use in connection with the Project.

§ 7.5.2 The Architect may, in its sole discretion, provide for use to Owner from time to time upon request by Owner for its convenience, the Architect's Building Information Model and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.5.3 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not be responsible or liable in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner is at its sole risk and responsibility. The Architect shall reserve the right to retain PDF or electronic version of hard copy originals of all Project documentation delivered to the Owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner.

§ 7.6 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of Illinois law.

(Paragraphs deleted)

§ 8.1.2 The Architect shall indemnify the Owner for all costs, including attorney's fees, incurred due to the negligent acts or omissions of the Architect, Architect's consultants, or anyone directly or indirectly employed by them.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect of undisputed amounts, 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 in accordance herewith, 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 shall negotiate with the Owner for 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 negotiated with the Owner.

§ 9.2 If the Owner suspends the Project for more than 45 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owner and Architect shall negotiate the amount of compensation for expenses incurred in the interruption and resumption of the Architect's services. The Architect and Owner shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

§ 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 Notwithstanding any other provisions of this Agreement, the Owner shall have the right to terminate this Agreement, or the Agreement for a Project, at any time, upon giving seven (7) days' written notice of such termination to the Architect, for any reason in its sole discretion, and, in such event, the Architect shall be paid for its actual, documented, completed services in connection with the Project as of the date of the notice of termination, plus all

init.

reimbursable payments then due including costs attributable to termination and any costs attributable to the Architect's termination of consultant's agreements on the project, which shall be in full discharge of all rights of the Architect under this Agreement.

§ 9.6 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

(Paragraphs deleted)

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Illinois. Exclusive venue and jurisdiction shall be in Circuit Court of DuPage County, Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project.

§ 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, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall immediately report to the Owner the presence, handling, removal or disposal of, or exposure of persons to and location of, any hazardous material which the Architect discovers or of which the Architect becomes aware.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other

init.

person except as set forth in Section 10.8.1. Notwithstanding the foregoing, the Owner may disclose any information specifically required by law to be disclosed. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

§10.9.1 Any notice, communication, requests, reply, advice, report or designation (hereinafter severally and collectively called 'notice') in this Agreement provided or permitted to be given, made or accepted by either party to the other shall be in writing unless otherwise provided herein and shall be given or be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid or by delivering the same in person to such party or by electronic email communication with receipt confirmation. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Owner: Village of Carol Stream
500 N Gary Avenue
Carol Stream, IL 60188
Attn: Director of Public Works

If to Architect: Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506
Attn: President

or at any other address as either party may have advised the other in writing.

§10.9.2 Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Owner, be turned over to the Owner so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Owner has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. To the extent necessary, the Owner may request additional time to respond to a FOIA request and will make such request if, after review of a FOIA request and upon consultation with the Architect, it is determined that additional time is needed by the parties to respond to the FOIA request. The Architect acknowledges the requirements of FOIA and agrees to comply with all requests made by the Owner for public records (as that term is defined by Section 2(c) of FOIA) in the Architect's possession and to provide the requested public records to the Owner within three (3) business days. The Architect agrees to indemnify and hold harmless the Owner from all claims, costs, penalties, losses and injuries (including, but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Owner under this Agreement or in defending the release of records at the Architect's request."

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)

Forty-Five Thousand Three Hundred and Thirty Dollars (\$45,330.00) for Schematic Design Phase Services.
- .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)

To Be Determined

(Paragraphs deleted)

§ 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.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants, which have been approved in advance by the Owner, when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	\$45,330.00	percent ()	%
Design Development Phase	TBD	percent ()	%
Construction Documents Phase	TBD	percent ()	%
Procurement Phase	TBD	percent ()	%
Construction Phase	TBD	percent ()	%
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

Init.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual, documented expenses incurred by the Architect and the Architect's consultants.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () 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.)

%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .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:

Int.

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:13:49 ET on 07/21/2022 under Order No.2114238418 which expires on 09/09/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1164660786)

25

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]

[] Other Exhibits Incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER (Signature)

(Printed name and title)

M. Kluber

ARCHITECT (Signature)

Mohnoel T. Kluber President

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



Carol Stream Police Department Memorandum

TO: Bob Mellor, Village Manager
FROM: Bill Holmer, Chief of Police *WH*
DATE: July 27, 2022
RE: **WELLNESS INITIATIVE – FITNESS ROOM PROPOSAL**

BACKGROUND

The Police Department has been continually improving upon efforts aimed at employee wellness. Most of these efforts have targeted mental health wellness. However, physical wellness for officers is equally important and also contributes to mental health wellness. Over the past year, we have been evaluating a plan to equip a fitness room in the Municipal Center. Currently, staff have the opportunity to use the park district recreation center. However, this is an undesirable option for police officers because there is a likelihood that they may encounter community members with whom they have had contact in an enforcement setting. There is a room in the lower level of the police area which is used sporadically for defensive tactics training. However, this training is infrequent and can be moved to other areas of the building which would free up this space for use as a fitness room. Additionally, we believe that we can provide access for the other staff members in the Municipal Center without compromising security by installing a door during the anticipated renovation project.

SUBJECT

Proposals

Staff have sought proposals from three vendors to equip a fitness room in the aforementioned space. The most responsible and complete proposal was submitted by Direct Fitness Solutions in Mundelein, IL. They built a proposal for a complete room with a variety of equipment aimed at providing a fitness opportunity for experienced and inexperienced users alike. The proposal contains equipment for weight lifting, cardiovascular work, and bodyweight resistance-type work. Additionally, this proposal includes the installation of rubber flooring and mirrors typical of many fitness rooms. I have included some sketches of the proposed room.

Funding

The Village has a terminal reserve fund through our health insurance pool, and the fund has a healthy balance which is currently higher than the recommended reserve level. A health & wellness initiative is the perfect use of the health insurance pool reserve fund. I discussed this concept with Human Resources Director Caryl Rebholz who confirmed that the terminal reserve fund can handle the expense, and she supports its use for this purpose.

Equipment

The equipment planned in this proposal takes into consideration more than simply weightlifting. Rather, it encompasses plenty of pieces designed for cardiovascular exercise. Additionally, the proposal includes machine-weight exercises, along with opportunities for resistance efforts. We have gathered input regarding types of equipment from staff in the police department as well as other departments in the municipal center. There seems to be good buy-in from staff with this design.

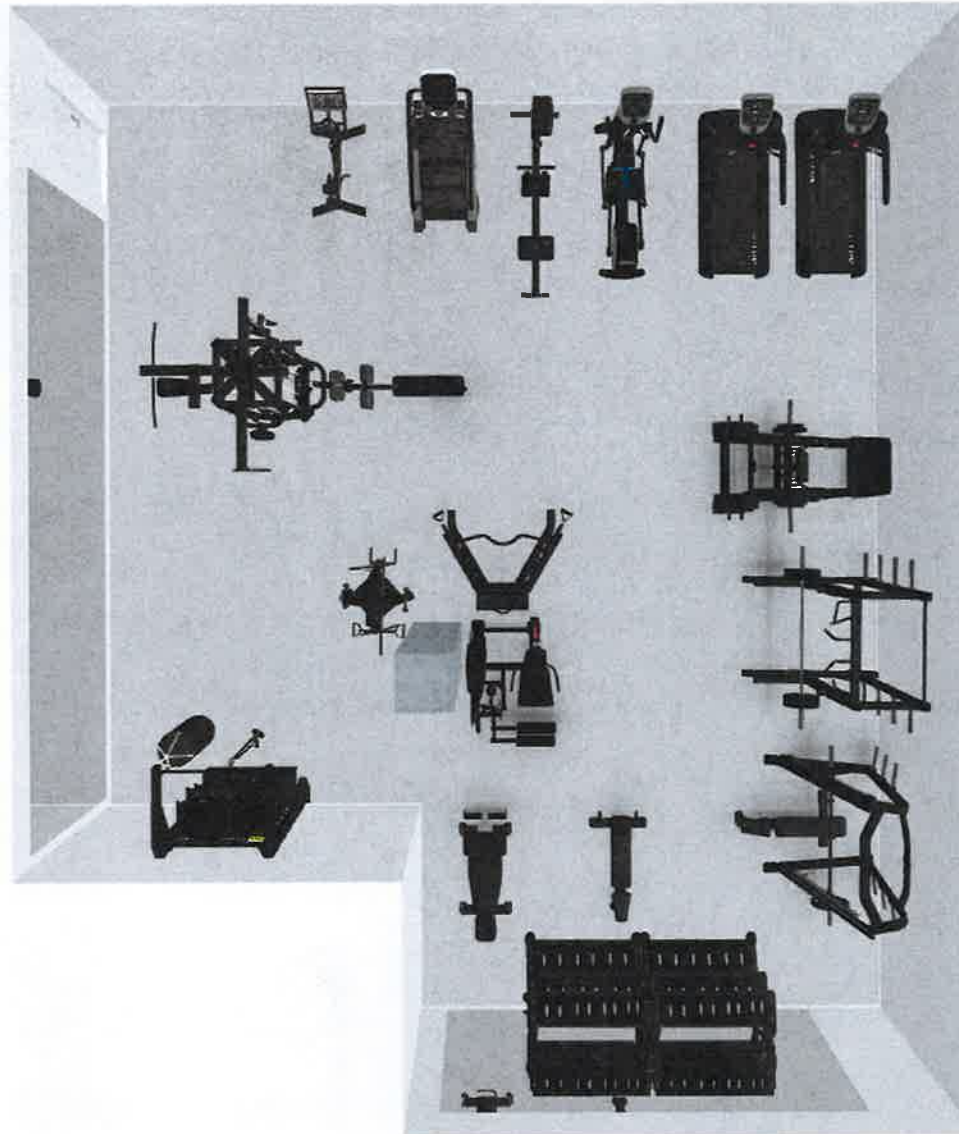
RECOMMENDATION

I request that the Board waive the competitive bidding process because, as allowed by Section 5-8-14 of the Village Code, this purchase can be made more economically from a single source. Additionally, the unique characteristics of this property are not susceptible to competitive bidding. Staff did, however, obtain three quotes for similar types of equipment; and, this vendor provided the most cost-effective proposal.

The Intergovernmental Personnel Benefits Cooperative (IPBC) is the Village's health insurance governing body that provides risk pooling and cost-effective health and benefits to municipal employees and their families. Over the years, Carol Stream employees have participated in various wellness initiatives, which have resulted in insurance cost savings and a surplus in its terminal reserve fund that can be used to fund other wellness initiatives and smooth fluctuations in the insurance rates.

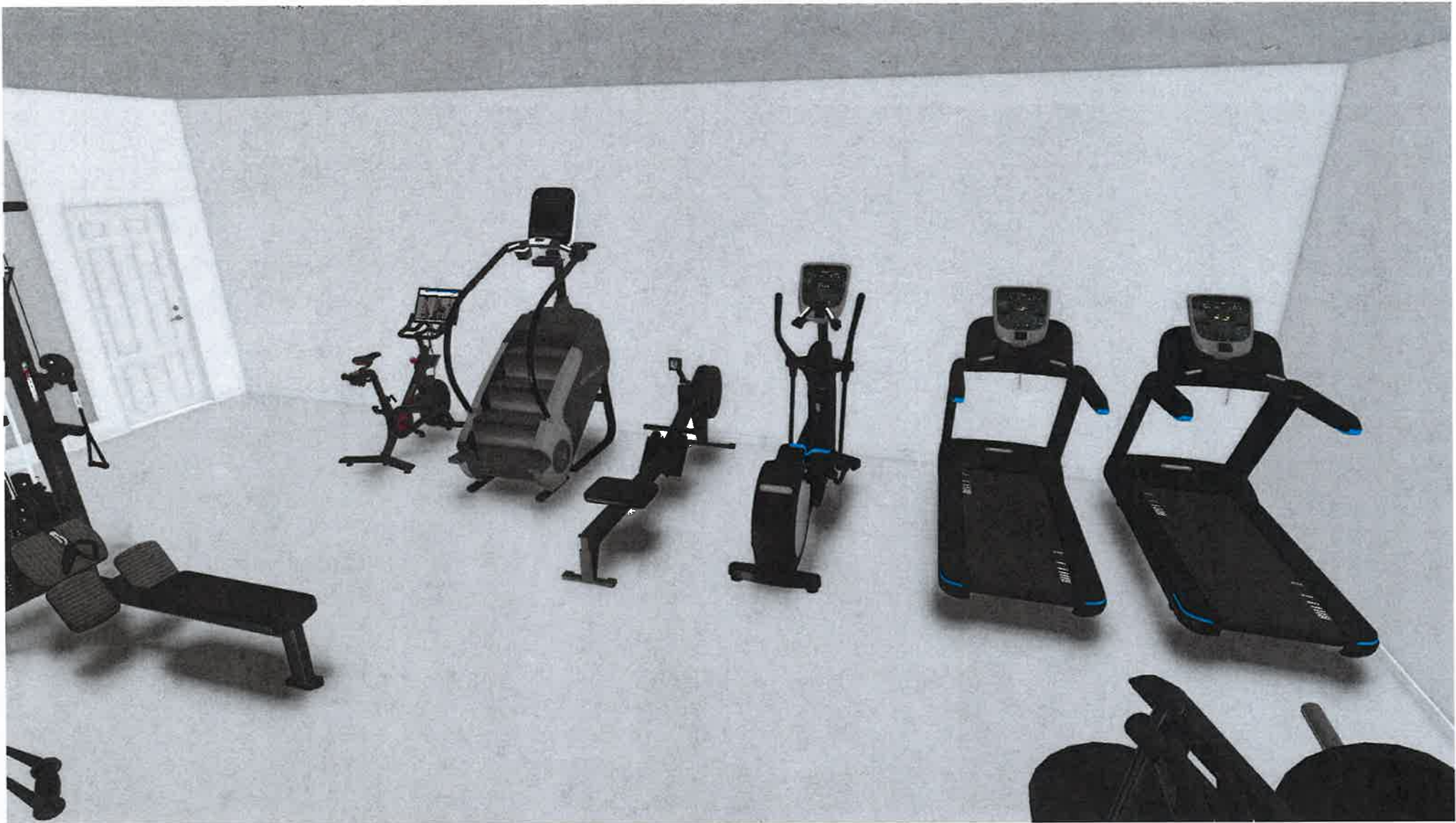
I recommend the approval of an overall project cost not-to-exceed \$80,000 to be funded from the IPBC terminal reserve fund. The majority of the cost will be for equipment and flooring, and payable to Direct Fitness Solutions of Mundelein, IL. However, there will be smaller amounts (included in the not-to-exceed figure) paid to an electrician and mirror installation company. I request this be forwarded to the Village Board for consideration.

If you have any questions, please feel free to contact me.



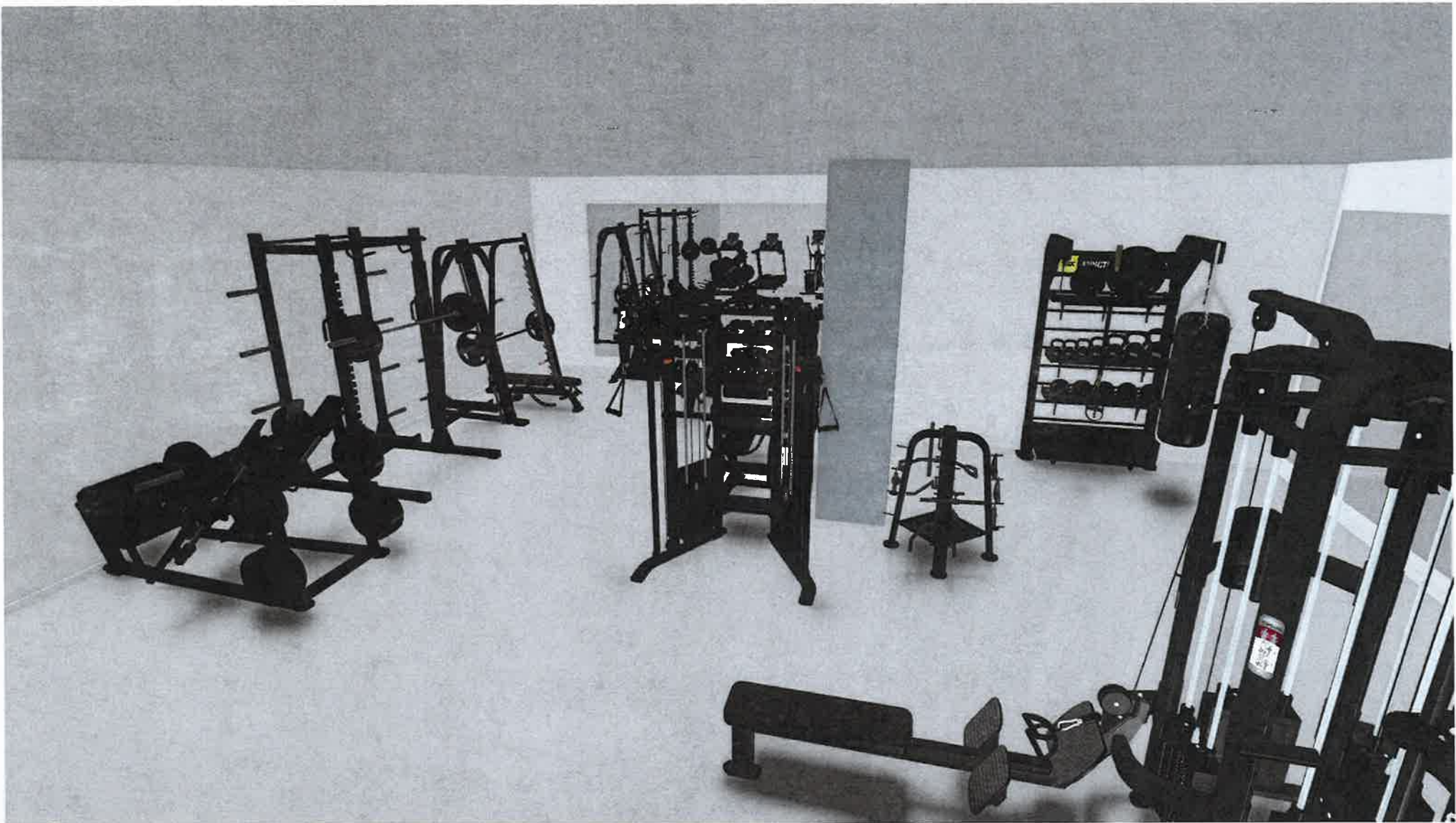
DISCLAIMER: This layout is intended for visual use of approximate equipment placement only. Direct Fitness Solutions makes no guarantees of this drawing for any particular use and/or is not liable for any damages related to the use of this drawing.

All measurements, equipment placement and location of fixtures are the responsibility of the customer.



DISCLAIMER: This layout is intended for visual use of approximate equipment placement only. Direct Fitness Solutions makes no guarantees of this drawing for any particular use and/or is not liable for any damages related to the use of this drawing.

All measurements, equipment placement and location of fixtures are the responsibility of the customer.



DISCLAIMER: This layout is intended for visual use of approximate equipment placement only. Direct Fitness Solutions makes no guarantees of this drawing for any particular use and/or is not liable for any damages related to the use of this drawing.

All measurements, equipment placement and location of fixtures are the responsibility of the customer.

Village of Carol Stream
 Interdepartmental Memorandum

TO: Robert Mellor, Village Manager

FROM: Gregory R. Ulreich, Civil/Stormwater Engineer *GRU*

DATE: July 27, 2022

RE: DuPage County Intergovernmental Agreement (IGA) pertaining to the American Rescue Plan Act (ARPA) grant funding for Klein Creek Mitchell Lakes Outfall Project, an addendum to the Klein Creek Streambank Stabilization – Section III Project

DuPage County Stormwater Management recently awarded the Village three projects through its American Rescue Plan Act (ARPA) competitive grant program. The program was eligible to local municipalities for “shovel ready” flood control and water quality projects. IGA’s for the first two projects were approved at the July 18, 2022 Board of Trustees meeting. The third is the subject project that received \$250,000, which is the maximum 50% of the total estimated construction cost of \$500,000. The funds must be expended by October 31, 2024 and staff anticipates that the Mitchell Lakes Outfall Project can be substantially completed by the end of calendar year 2023.

The FY 2022 Capital Improvement Program budgeted \$2,620,000 for Klein Creek Streambank Stabilization – Section III. The most cost-efficient method would be to incorporate the Mitchell Lakes Outfall Project into the Section III construction bid documents. Based on the current Engineer’s Opinion of Probable Cost for this project and Section III, the current budget is sufficient and no amendment is necessary.

CIP Budget / Construction Contract / Grant	Mitchell Lakes Outfall	Section III
<i>FY 2022/23 Capital Improvement Program</i>	<i>\$2,620,00.00</i>	
Engineer’s Opinion of Probable Cost	-\$500,000.00	-\$2,119,351.00
Illinois Environmental Protection Agency (IEPA) 319h Grant	---	+\$500,000.00
DuPage County (ARPA) Grant	+\$500,000.00	+\$500,000.00
Final Estimated Cost to Village	-\$1,499,351.00	

The enclosed IGA establishes certain design features, milestone dates, and payment terms that are a condition of the grant. The language is the same as the previous grant agreements with DuPage County Stormwater Management, which the Village Attorney has reviewed and approved. Therefore, staff recommends that the Village Board authorize the execution of the enclosed grant agreement with DuPage County Stormwater Management for the Mitchell Lakes Outfall.

cc: William Cleveland, Director of Engineering Services
 Phil Modaff, Public Works Director
 Jon Batek, Finance Director

Enclosure

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF CAROL STREAM
FOR THE MITCHELL LAKES OUTFALL PROJECT**

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 Agreement with DuPage County regarding the Mitchell Lakes Outfall Project as attached hereto as Exhibit "A".

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 Board of Trustees of the Village of Carol Stream be and the same are hereby authorized to execute the 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 1st DAY OF AUGUST, 2022.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE VILLAGE OF CAROL STREAM FOR THE MITCHELL LAKES OUTFALL
PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 13th day of September 2022 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF CAROL STREAM, a body politic and corporate, with offices at 500 N. Gary Avenue, Carol Stream, IL 60188 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a municipal cost share program, and a portion of the funds dedicated to

Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County; and

WHEREAS, the VILLAGE has submitted an application under this grant program for the “MITCHELL LAKES OUTFALL PROJECT” that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S American Rescue Plan Act in an amount not to exceed two-hundred and fifty thousand dollars (\$250,000); and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves reconstructing the outfall for Mitchell Lakes, which is an online retention facility for several units of the adjacent Western Trails subdivisions, to improve its hydraulics, promote fish passage from Klein Creek, and increase the safety of pedestrians during flood events. Included with the reconstructed outfall will be the restoration and stabilization of approximately 500 linear feet of the western shoreline to create additional wetland habitat and increase floodplain storage. Work includes clearing and tree removal, shoreline excavation and re-shaping, storm outfall extension, culvert reconstruction, shoreline stabilization using native vegetation and performing maintenance and monitoring during establishment.
- 2.2 The PROJECT shall be developed essentially in accord with the concept plans as prepared by V3 Engineering, latest revision date of May 26, 2021, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be five-hundred thousand dollars (\$500,000). The COUNTY's maximum reimbursement amount is \$250,000 or 50% of the PROJECT cost, whichever is least. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF CAROL STREAM	\$250,000
<u>COUNTY OF DUPAGE</u>	<u>\$250,000</u>
TOTAL	\$500,000

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.

- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.
- 3.5 As this Agreement utilizes ARPA funds, the VILLAGE is aware that time is of the essence in notifications as to whether the VILLAGE will proceed with this project to substantial completion not later than October 31, 2024. If the VILLAGE fails to communicate that the VILLAGE is not proceeding with this project or if the VILLAGE fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.

- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than two hundred and fifty thousand dollars (\$250,000) or 50% of the PROJECT cost, whichever is least. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the VILLAGE reasonable advanced notice of when the COUNTY requires such access.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S ARPA funding.
- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the VILLAGE's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
- 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT at a maximum amount of \$250,000, or 50% of the PROJECT cost whichever is least, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed two-hundred and fifty thousand dollars (\$250,000).
- 5.2.3 In the event PROJECT costs total less five-hundred thousand dollars (\$500,000), the COUNTY'S total reimbursement amount shall be not more than fifty percent (50%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
- 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.

5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

6.0 GOVERNMENT REGULATIONS.

6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

7.2 The VILLAGE shall specifically indemnify, hold harmless and defend the County or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.

7.3 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 December 30, 2024, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

Gregory R. Ulreich
Civil/Stormwater Engineer
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

Sarah Hunn
Director
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF CAROL STREAM

Daniel Cronin,
Chairman

Frank Saverino, Sr.
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Julia Schwarze
Village Clerk

RESOLUTION NO. _____

**A RESOLUTION DECLARING SURPLUS PROPERTY
OWNED BY THE VILLAGE OF CAROL STREAM**

WHEREAS, in the opinion of the corporate authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property described in "Exhibit A"; and

WHEREAS, the described personal property has been determined by the corporate authorities of the Village of Carol Stream to have negligible value to the Village; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to dispose of the surplus property.

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 POWER, as follows:

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated July 26, 2022.

SECTION 2: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST, 2022

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

EXHIBIT "A"

Village of Carol Stream Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: July 26, 2022
RE: Surplus Declaration

The Department has identified the following Village personal property that is no longer necessary or useful to the Village and is requesting it to be declared surplus.

Drinking Fountain and Bottle Filling Station - Quantity 1

This drinking fountain and bottle filling station was located at the PWC in the hallway near the lunch/break room. The unit was not working properly and determined to be cost prohibitive to repair. A new drinking fountain and bottle filling station was recently installed and this unit is no longer needed.



Staff recommends this item be declared surplus by the Mayor and Board of Trustees and the Village Manager be authorized to dispose of it pursuant to the provisions of Section 5-8-15 of the Carol Stream Code of Ordinances.

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 01,2022**

AGENDA ITEM
L-1 8/1/22

<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 06/18-07/08/22	5.96	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 07/18/22	
512 CANYON TRL 06/17-07/19/22	7.63	01670300-53213	STREET LIGHT ELECTRICITY	3013130402 07/20/22	
	<u>13.59</u>				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTOR 07/01-07/31/22	3,518.40	01652800-52257	GIS SYSTEM	0000014	
	<u>3,518.40</u>				
ALYSSA MCHUGH					
TUITION REIMB-ACCY 510 05/23-07/19/22	2,465.16	01610100-52223	TRAINING	ACCY510	
	<u>2,465.16</u>				
AMERICAN LEGAL PUBLISHING CORP					
CODIFICATION-JUN 2022	144.00	01520000-52253	CONSULTANT	18029	
	<u>144.00</u>				
AMERICAN PLANNING ASSOCIATION-IL CHAPTER					
AD-ASSISTANT PLANNER 07/19/22	100.00	01600000-52228	PERSONNEL HIRING	1607	
	<u>100.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
SPRINKLER PLAN REV-411 GENEVA RD, 22-3996-I	175.00	01643700-52253	CONSULTANT	59541	
	<u>175.00</u>				
BLOOMING COLOR OF ST CHARLES					
FY22-AUDIT COVERS	84.62	01610100-53315	PRINTED MATERIALS	282693	
	<u>84.62</u>				
BLOOMINGDALE TOWNSHIP					
MOSQUITO ABATEMENT PO-3973 PAY #2	8,921.25	01670100-52269	MOSQUITO ABATEMENT	106102	2023002
	<u>8,921.25</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 01,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BRIAN RUDELICH					
IACP CONF-RUDELICH 08/20-08/24/22	240.00	01662300-52223	TRAINING	IACP 2022-RUDELICH	
	240.00				
COMED					
465 CENTER 05/18-06/17/22	76.48	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 06/17/22	
465 CENTER 06/17-07/19/22	78.28	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 07/19/22	
KUHN RD, RT64 06/17-07/19/22	32.11	01662300-52298	ATLE SERVICE FEE	4202129060 07/19/22	
MASTER ACCT-5025 06/16-07/18/22	210.86	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 07/21/22	
	397.73				
CONRAD POLYGRAPH, INC					
POLYGRAPH-6 CANDIDATES	960.00	01510000-52228	PERSONNEL HIRING	5005	
	960.00				
CONSTELLATION NEW ENERGY					
1015 LIES RD 06/16-07/18/22, 62979670301	52.84	04201600-53210	ELECTRICITY	7280332-21 07/19/22	
1348 CHARGER CT 06/16-07/18/22, 6297966990	154.74	04101500-53210	ELECTRICITY	7280332-20 07/18/22	
1N END THORNHILL 06/16-07/18/22, 629796895	60.12	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 07/19/22	
200 TUBEWAY 06/08-07/08/22, 62904957401	223.10	04101500-53210	ELECTRICITY	7280332-18 07/11/22	
	490.80				
CORE & MAIN LP					
1-1/2" WATER METER PO-3989	40,268.90	04201400-53333	NEW METERS	R118289	20230034
WATEROUS SOCKET	545.00	04201600-53316	TOOLS	Q877988	
	40,813.90				
DANIEL STAFIEJ					
IACP CONF-STAFIEJ 08/20-08/24/22	288.00	01662300-52223	TRAINING	IACP 2022-STAFIEJ	
	288.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 01,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DELUXE TOWING					
TOWING 08/25/21	20.00	01662700-52212	AUTO MAINTENANCE & REPAIR	92635	
TOWING-124 GERZEVSKE 06/24/22	150.00	01662700-52212	AUTO MAINTENANCE & REPAIR	93806	
TOWING-219 ST CHARLES 06/30/22	85.00	01662700-52212	AUTO MAINTENANCE & REPAIR	93837	
TOWING-343 LIES 03/24/22	20.00	01662700-52212	AUTO MAINTENANCE & REPAIR	93447	
TOWING-355 RT 38 05/20/22	205.00	01662700-52212	AUTO MAINTENANCE & REPAIR	93672	
TOWING-500 GARY AVE 06/18/22	160.00	01662300-53317	OPERATING SUPPLIES	93774	
TOWING-500 GARY AVE 06/18/22	160.00	01662700-53317	OPERATING SUPPLIES	93743	
TOWING-KUHN, LIES 08/26/21	20.00	01662700-52212	AUTO MAINTENANCE & REPAIR	92634	
	820.00				
DUPAGE COUNTY STORMWATER					
SIGNAGE FOR STORMWATER PROJECT	841.57	11740000-55488	STORMWATER UTILITIES	FY22_CS-2	
	841.57				
DUPAGE WATER COMMISSION					
DWC LOAN PAYMENT	3,923.50	04200100-56491	LOAN INTEREST	12378	
DWC LOAN PAYMENT	49,043.74	04200100-56490	LOAN PRINCIPAL	12378	
WATER PURCHASE-JUN 2022	530,245.52	04201600-52283	DUPAGE CTY WATER COMMISSION	05/31/22-06/30/22	
	583,212.76				
FEECE OIL CO					
DIESEL FUEL	245.30	04101500-53312	PWC DIESEL FUEL	3901067	
DIESEL FUEL	579.80	04201600-53312	PWC DIESEL FUEL	3901067	
DIESEL FUEL	691.30	01670400-53312	PWC DIESEL FUEL	3901067	
DIESEL FUEL	713.60	01670200-53312	PWC DIESEL FUEL	3901067	
	2,230.00				
FLOODS ROYAL FLUSH					
PORTABLE RESTROOMS-CONCERT 07/11/22	750.00	01750000-52288	CONCERT SERIES	116205	
	750.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 01,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
GENUINE PARTS COMPANY INC					
JN PARTS 06/01-06/30/22	9.99	01670400-53317	OPERATING SUPPLIES	11007487 06/30/22	
JN PARTS 06/01-06/30/22	48.92	01696200-53317	OPERATING SUPPLIES	11007487 06/30/22	
JN PARTS 06/01-06/30/22	1,082.04	01696200-53354	PARTS PURCHASED	11007487 06/30/22	
	1,140.95				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-R ARGUILLES 07/03, 07/10/22	1,258.20	04103100-52253	CONSULTANT	3999851	
ACCOUNTS CLERK-R ARGUILLES 07/03, 07/10/22	1,258.20	04203100-52253	CONSULTANT	3999851	
OFFICE MANAGER-D KALKE 07/03, 07/10/22	3,364.80	01590000-52253	CONSULTANT	3999849	
PROPERTY INSPECTOR-E HERZOG 07/03, 07/10/22	1,287.24	01643700-52253	CONSULTANT	3999850	
	7,168.44				
GREGORY WALKER					
IACP CONF-WALKER 08/20-08/24/22	288.00	01662300-52223	TRAINING	IACP 2022-WALKER	
	288.00				
ILLINOIS PHLEBOTOMY SERVICES LLC					
PHLEBOTOMY SVC 06/02, 06/04, 06/20/22	1,100.00	01662700-53317	OPERATING SUPPLIES	1581	
	1,100.00				
ILLINOIS SECRETARY OF STATE					
TITLE, REG FOR UNIT 624	163.00	01662700-52244	MAINTENANCE & REPAIR	SQUAD 624	
	163.00				
ILLINOIS STATE POLICE					
LIVESCAN FEES, 01598-APR 2022	310.75	01660100-53317	OPERATING SUPPLIES	IL022040L-APR 2022	
LIVESCAN FEES, 01598-JUN 2022	56.50	01660100-53317	OPERATING SUPPLIES	IL022040L JUN-2022	
LIVESCAN FEES, 01598-MAY 2022	339.00	01660100-53317	OPERATING SUPPLIES	IL022040L MAY-2022	
	706.25				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 01,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ILLINOIS STATE POLICE/DIRECTOR					
COURT ORDERED PAYMENT CSPC2102062	700.00	01-24238	IL STATE POLICE ASSET FORFEIT	21MR991/CSPC2102062	
COURT ORDERED PAYMENT CSPC2201359	600.00	01-24238	IL STATE POLICE ASSET FORFEIT	22MX340/CSPC2201359	
COURT ORDERED PAYMENT CSPC2201487	800.00	01-24238	IL STATE POLICE ASSET FORFEIT	22MX369/CSPC2201487	
	<u>2,100.00</u>				
JULIE INC					
JULIE 04/01-06/30/22	345.88	04201600-52272	PROPERTY MAINTENANCE	2022-0272 06/30/22	
JULIE 04/01-06/30/22	345.88	04101500-52272	PROPERTY MAINTENANCE	2022-0272 06/30/22	
JULIE 04/01-06/30/22	345.89	01670600-52272	PROPERTY MAINTENANCE	2022-0272 06/30/22	
JULIE 04/01-06/30/22	345.89	01670300-52272	PROPERTY MAINTENANCE	2022-0272 06/30/22	
	<u>1,383.54</u>				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-JUL 2022	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2022-07	
PROSECUTION-JUL 2022	6,350.00	01570000-52312	PROSECUTION DUI	2022-07	
	<u>8,750.00</u>				
LECHNER & SONS					
MATS, TOWELS, WIPES	23.54	01696200-53317	OPERATING SUPPLIES	3099585	
MATS, TOWELS, WIPES	49.99	01670100-53317	OPERATING SUPPLIES	3099585	
	<u>73.53</u>				
LRS HOLDINGS LLC					
STREET SWEEP-JUL 2022 PO-3968	10,402.00	01670600-52272	PROPERTY MAINTENANCE	PS467023	20230015
	<u>10,402.00</u>				
MARK E RADABAUGH					
TAPING, EDITING 07/18/22	100.00	01590000-52253	CONSULTANT	22-0206	
	<u>100.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 01,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MUNICIPAL GIS PARTNERS INC					
MGP GIS-APR 2022	12,495.17	01652800-52257	GIS SYSTEM	6043	
MGP GIS-JUN 2022	12,495.17	01652800-52257	GIS SYSTEM	6045	
MGP GIS-MAY 2022	12,495.17	01652800-52257	GIS SYSTEM	6044	
	<u>37,485.51</u>				
NATALIA WAJDOWICZ					
IACP CONF-WAJDOWICZ 08/20-08/24/22	288.00	01662300-52223	TRAINING	IACP 2022-WAJDOWICZ	
	<u>288.00</u>				
NICOLAS BACIDORE					
IACP CONF-BACIDORE 08/20-08/24/22	288.00	01662300-52223	TRAINING	IACP 2022-BACIDORE	
	<u>288.00</u>				
NICOR					
124 GERZEVSKE LN 06/20-07/20/22	49.18	04201600-53230	NATURAL GAS	13811210007 07/20/22	
1348 CHARGER CT 06/21-07/21/22	165.56	04101500-53230	NATURAL GAS	86606011178 07/21/22	
200 TUBEWAY DR 06/17-07/19/22	52.52	04101500-53230	NATURAL GAS	14309470202 07/19/22	
	<u>267.26</u>				
OPERATION SUPPORT OUR TROOPS					
2022 CONCERT SERIES-OPERATION SUPPORT OU	1,000.00	01-24227	SUPPORT OUR TROOPS RAFFLE	2022 CONTRIBUTION	
	<u>1,000.00</u>				
PROSPAN MANUFACTURING CO INC					
SHORING PARTS	150.93	04201600-52284	EQUIPMENT MAINTENANCE	2022-010061	
TRAINING-TRENCH, SHORING 07/20/22	425.00	04100100-52223	TRAINING	2022-01047	
TRAINING-TRENCH, SHORING 07/20/22	425.00	04200100-52223	TRAINING	2022-01047	
	<u>1,000.93</u>				
REDISHRED CHICAGO INC					
DOC DESTRUCTION 2022	700.00	01610100-53317	OPERATING SUPPLIES	990123692	
	<u>700.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 01,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS MISC					
21-1763-PFOS, 798 TONTO CT-REFUND	32.00	01000000-42307	BUILDING PERMITS	798 TONTO CT-2022	
22-3694-ACF, 845 GLENLAKE DR-REFUND	2.78	01610100-52256	BANKING SERVICES	845 GLENLAKE-2022	
22-3694-ACF, 845 GLENLAKE DR-REFUND	96.00	01000000-42307	BUILDING PERMITS	845 GLENLAKE-2022	
22-3910-UTIL, 1251 SEABURY CIR-REFUND	0.93	01610100-52256	BANKING SERVICES	1251 SEABURY-2022	
22-3910-UTIL, 1251 SEABURY CIR-REFUND	32.00	01000000-42307	BUILDING PERMITS	1251 SEABURY-2022	
	<u>163.71</u>				
REFUNDS PRESERVATION BONDS					
21-2848-PKGL, #000349-0038, 540 TOWER-REFU	1,000.00	01-24302	ESCROW - GRADING	540 TOWER BLVD-2022	
	<u>1,000.00</u>				
REFUNDS TAX STAMPS					
STAMP 32654, 1293 TRINITY DR-REFUND	675.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 32654	
	<u>675.00</u>				
RUSH TRUCK CENTERS					
JN BATTERIES	194.97	01696200-53354	PARTS PURCHASED	3027962418	
JN CONDENSOR	260.00	01696200-53354	PARTS PURCHASED	3028283469	
JN FILTER	13.10	01696200-53354	PARTS PURCHASED	3028038944	
JN FILTER	56.64	01696200-53354	PARTS PURCHASED	3028034248	
JN FILTER	123.90	01696200-53354	PARTS PURCHASED	3028136335	
JN FUEL FILTER	69.17	01696200-53354	PARTS PURCHASED	3028310750	
JN HORN	36.96	01696200-53354	PARTS PURCHASED	3028295044	
JN LIGHTS	4.12	01696200-53354	PARTS PURCHASED	3028040604	
JN OIL FILTER	116.13	01696200-53354	PARTS PURCHASED	3028302417	
JN ORIFICE TUBE	53.94	01696200-53354	PARTS PURCHASED	3028002956	
	<u>928.93</u>				
STEPHEN A LASER ASSOCIATES P C					
POLICE ASSESSMENT, APR-JUN 2022	4,600.00	01510000-52228	PERSONNEL HIRING	2007504	
	<u>4,600.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 01,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
STUDIO GC ARCHITECTURE + INTERIORS					
PWC ARCHITECT SVC PO-3983	28,350.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	22036.01	20230037
	<u>28,350.00</u>				
TIM'S AUTO BODY					
IRMA CLM #181660-01, UNIT 644, PO.466-3126	12,737.18	01662700-52244	MAINTENANCE & REPAIR	2859	20230035
	<u>12,737.18</u>				
TOWN SQUARE PUBLICATIONS					
CHAMBER AD 11/03/22	795.00	01520000-52240	PUBLIC NOTICES/INFORMATION	223583	
	<u>795.00</u>				
TYLER TECHNOLOGIES INC					
MUNIS SUPPORT 08/01/22-07/31/23	11,352.45	04100100-52255	SOFTWARE MAINTENANCE	045-383198	
MUNIS SUPPORT 08/01/22-07/31/23	11,352.45	04200100-52255	SOFTWARE MAINTENANCE	045-383198	
MUNIS SUPPORT 08/01/22-07/31/23	48,327.16	01610100-52255	SOFTWARE MAINTENANCE	045-383198	
	<u>71,032.06</u>				
U S POSTMASTER					
POSTAGE WATER BILLS-JUN 2022	2,350.80	04203100-52229	POSTAGE	1529 06/29/22	
POSTAGE WATER BILLS-JUN 2022	2,350.81	04103100-52229	POSTAGE	1529 06/29/22	
	<u>4,701.61</u>				
WHEATON BANK AND TRUST					
WHEATON BANK FEES-JUN 2022	16.48	04103100-52256	BANKING SERVICES	7509063 JUN-2022	
WHEATON BANK FEES-JUN 2022	16.48	04203100-52256	BANKING SERVICES	7509063 JUN-2022	
WHEATON BANK FEES-JUN 2022	61.88	01610100-52256	BANKING SERVICES	7509063 JUN-2022	
	<u>94.84</u>				
WILLIAMS DIRECT DRYERS					
GEAR DRYER	1,874.99	04101500-53350	SMALL EQUIPMENT EXPENSE	b002693	
GEAR DRYER	1,874.99	04201600-53350	SMALL EQUIPMENT EXPENSE	b002693	
	<u>3,749.98</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 01,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
GRAND TOTAL	<u><u>\$849,700.50</u></u>				

The preceding list of bills payable totaling \$ 849,700.50 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: 2022.07.29 09:14:54 -05'00'

Date: 7/29/2022

Bob Mellor –Village Manager

Authorized by:

Frank Saverino Sr-Mayor

Julia Schwarze- Village Clerk

ADDENDUM WARRANTS
JULY 19, 2022 Thru AUGUST 01, 2022

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll June 11, 2022 thru July 24, 2022	654,994.59
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll June 11, 2022 thru July 24, 2022	73,414.06
				<u>728,408.65</u>

Approved this _____ day of _____, 2022

By: _____
 Frank Saverino Sr-Mayor

 Julia Schwarze - Village Clerk