Village of Carol Stream

BOARD MEETING

AGENDA SEPTEMBER 16, 2024

6:00 P.M.

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 September 3, 2024 Village Board Meeting.

C. LISTENING POST:

- 1. Check Presentation for the D.A.R.E. Program from George Salerno of Salerno's Funeral Home, Rosedale Chapel.
- 2. Presentation of 2024 Summer Concert Raffle Proceeds to Local Food Panties.
- 3. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

- 1. Plan Commission/Zoning Board of Appeals.
 - a. 24-0038 Christ Presbyterian Church 371 S. Schmale Road
 Special Use Permit Place of Worship
 Recommended Approval with Conditions 4-0

G. OLD BUSINESS:

1. Presentation - Public Works Center Phase III Improvements.

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Award of Contract – Public Works Center Phase III Improvements Project. Staff recommends the Public Works Center Phase III Improvement Project be awarded to Happ Builders, Inc. at the base bid presented including Alternate 2 for an amount not to exceed \$1,481,500.00.

Village of Carol Stream

BOARD MEETING

AGENDA SEPTEMBER 16, 2024 6:00 P.M.

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

- 2. Motion to Approve an Amendment to an Agreement for Architectural Services with Kluber, Inc. for Construction Oversite Services for the Public Works Center Phase III Improvement Project up to an amount of \$32,300.00.
- 3. Morton Road Reconstruction Project, North Avenue to St. Charles Road (Section 22-00067-00-WR) Change Order No. 3, Final Payment and Acceptance. Staff recommends approval of balancing Change Order No. 3 in the amount of \$-15,464.33, acceptance of the improvements and final payment to Schroeder Asphalt Services, Inc. in the amount of \$77,742.15 for the Morton Road Reconstruction Project.
- 4. Request to Purchase Police Vehicles. Staff recommends waiving competitive bidding as authorized in Section 5-8-14 of the Village Code and purchase two (2) 2024 Ford F150 Police Interceptor pickup trucks and one (1) 2025 Ford Utility (Explorer) Police Interceptor from Currie Motors Fleet for a total cost of \$142,209.00.
- 5. Emergency Repair to Sanitary Sewer 120 S. Gary Ave. Staff recommends waiver of competitive bidding pursuant to Section 5-8-3 of the Village Code and awarding a contract to Visu-Sewer in the total lump sum amount of \$30,783.00 for the emergency repair to the sanitary sewer located at 120 S. Gary Avenue.

I. ORDINANCES:

- 1. Ordinance No. 2024-09-____ Amending Chapter 8, Article 6 of the Carol Stream Traffic Code Parking Schedules. Staff recommends amending no parking on Minnesota Circle either side of the street.
- 2. Ordinance No. 2024-09-____ Approving a Special Use Permit for a Place of Worship (Christ Presbyterian Church, 371 S. Schmale Road). See F.1.a.

J. RESOLUTIONS:

1. Supplemental Resolution No. _____ for Improvement Under the Illinois Highway Code – Morton Road Reconstruction – Section 22-00067-00-WR. Staff recommends that the Illinois Department of Transportation Supplemental Resolution for Improvement Under the Illinois Highway Code be approved in the amount of \$12,800.57.

Village of Carol Stream

AGENDA SEPTEMBER 16, 2024 6:00 P.M.

BOARD MEETING

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

2. Resolution No. ____ Accepting a Plat of Roadway Dedication. Staff recommends approving the Resolution accepting the Plat of Dedication for road purposes

including Chippewa Trail, Niagara Street and Napa Street.

K. NEW BUSINESS:

- 1. Raffle License Application Carol Stream Chamber of Commerce. Request for approval of a raffle license and waiver of the fee and manager's fidelity bond for their John Wheeler Golf Outing on September 19, 2024.
- 2. Raffle License Application Carol Stream Woman's Club. Request for approval of a raffle license and waiver of the fee and manager's fidelity bond for their Scavenger Hunt Conclusion Party to be held at the American Legion Hall on October 5, 2024.

L. PAYMENT OF BILLS:

- 1. Regular Bills: September 4, 2024 through September 16, 2024.
- 2. Addendum Warrants: September 4, 2024 through September 16, 2024.

M. REPORT OF OFFICERS:

- 1. Mayor:
- 2. Trustees:
- 3. Clerk:
- 4. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month ended August 31, 2024.

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2024-09-36	LAST RESOLUTION	3382
NEXT ORDINANCE	2024-09-37	NEXT RESOLUTION	3383

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

September 3, 2024

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 Joe Anselmo, Jeff Berger, John Zalak, Rick Gieser,

Mary Frusolone and Matt McCarthy, Village Clerk Julia

Schwarze and Mayor Frank Saverino, Sr.

Absent:

None

Also Present:

Village Manager Bill Holmer, Finance Director Jon Batek, Public Works Director Brad Fink, Community Development Director Don Bastian, Director of Engineering Services Bill Cleveland, Chief of Police Don Cummings, Human Resources Director Caryl Rebholz, and Village Attorney Jim Rhodes

ROLL CALL AND PLEDGE OF ALLEGIANCE:

All present.

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the August 5, 2024 Village Board Meeting. The results of the roll call vote were as follows:

Ayes:

5

Trustees Anselmo, Berger, Gieser, Frusolone and McCarthy

Nays:

0

Abstain:

1

Trustee Zalak

Absent:

0

The motion passed.

Trustee Gieser moved and Trustee Anselmo made the second to approve but not release the Executive Session Minutes of the August 5, 2024 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Anselmo, Berger, Gieser, Frusolone and McCarthy

Nays: 0

Abstain: 1 Trustee Zalak

Absent: 0

The motion passed.

LISTENING POST:

1. Resolution 3379 Honoring Pablo Castro Upon his Retirement from the Village of Carol Stream Police Department – read by Mayor Saverino.

Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution 3379 Honoring Pablo Castro Upon his Retirement from the Village of Carol Stream Police Department. The results of the roll call vote were as follows:

Ayes: 6 Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and

McCarthy

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

2. Addresses from Audience:

- Greg Puchalski relayed a story of teamwork by Carol Stream firefighters and police in response to a neighbor's house fire. He commended our first responders and thanked them for their service.
- Check presentation from Commander Rich Hildenbrand on behalf of Carol Stream VFW 10396 to Police Chief Cummings for the DARE program.

CONSENT AGENDA:

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

	Ayes:	6	Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy
	Nays:	0	
	Abstain:	0	
	Absent:	0	
	The motion	passed	đ.
items			and Trustee Frusolone made the second to place the following enda established for this meeting. The results of the roll call vote
	Ayes:	6	Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy
	Nays:	0	
	Abstain:	0	
	Absent:	0	
	The motion	passed	d.
	da for this m		d and Trustee Anselmo made the second to approve the Consent by Omnibus Vote. The results of the roll call vote were as
	Ayes:	6	Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy
	Nays:	0	
	Abstain:	0	
	Absent:	0	
	The motion	passed	<i>d</i> .

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

24-0027 - Frain Industries - 245 E. North Ave.

Landbanked Parking Variation

Recommended Approval with Conditions 5-0

Village Board concurred with Plan Commission's recommendations

24-0029 – Universal Metro Asian Services (UMAS) – 1275 County Farm Rd

Special Use Permit - Adult Daycare

Recommended Approval with Conditions 5-0

Village Board concurred with Plan Commission's recommendations

24-0033 - Carol Stream Public Library - 616 Hiawatha Dr.

Sign Variation

Recommended Approval with Conditions 5-0

Village Board concurred with Plan Commission's recommendations

24-0036 - Safeway Transportation Services Corporation - 505 E. North Ave.

Special Use Permit-Outdoor Vehicle Storage for School Buses and Vans

Recommended Approval with Conditions 5-0

Village Board concurred with Plan Commission's recommendations

Grant Agreement with the Conservation Foundation for a Native Plant Demonstration Garden adjacent to the Klein Creek Streambank Stabilization – Section I & Klein Creek Trail Projects:

Village Board approved an agreement with the Conservation Foundation for \$15,000.00 to construct a Native Plant Demonstration Garden adjacent to Klein Creek.

Ordinance No. 2024-09-33 Approving a Landbanked Parking Variation (DSI Group/Frain Industries – 245 E. North Avenue):

Village Board approved a Landbanked Parking Variation for DSI Group/Frain Industries located at 245 E. North Avenue.

Ordinance No. 2024-09-34 Approving a Special Use Permit for a Daycare Center (KPS Property Group DBA Universal Metro Asian Services, 1275 N. County Farm Road):

Village Board approved a Special Use Permit for a Daycare Center for KPS Property Group d/b/a Universal Metro Asian Services located at 1275 N. County Farm Road.

Ordinance No. 2024-09-35 Approving a Sign Variation (Carol Stream Public Library-616 Hiawatha Drive):

Village Board approved a Sign Variation for the Carol Stream Public Library located at 616 Hiawatha Drive.

Ordinance No. 2024-09-36 Approving a Special Use Permit for Outdoor Vehicle Storage of School Buses and Minivans (Safeway Transportation Services, 505 E. North Avenue):

Village Board approved a Special Use Permit for outdoor vehicle storage of school buses and minivans for Safeway Transportation Services located at 505 E. North Avenue.

Resolution No. 3380 Authorizing the Execution of a Corrected Quit Claim Deed that Transfers Real Estate to the Carol Stream Park District:

Village Board approved a correction of property transfer in Armstrong Park with regards to an Intergovernmental Agreement between the Village, Carol Stream Park District and DuPage County – Klein Creek/Armstrong Park Flood Control Reservoir Project.

Resolution No. 3381 Appropriating Funds for the FAP Route 307, Illinois 64 State, State Job No. C-91-101-21, Contract No. 62N33, Section No. 2020-264-SUR, SW&TS Project:

Village Board approved Resolution No. 3381 appropriating Funds for the FAP Route 307, Illinois 64 State, State Job No. C-91-101-21, Contract No. 62N33, Section No. 2020-264-SUR, SW&TS Project.

Resolution No. 3382 Authorizing Execution of an Agreement between the State of Illinois, Department of Transportation and the Village of Carol Stream – FAP 307-IL 64 from Smith/Kautz Rd. to York St.-State Section 2020-264-SUR, SW& TS-Job No. C-91-101-21 - Contract No. 62N33 - Agreement No. JN-124-044: Village Board approved an Agreement between the State of Illinois, Department of Transportation and the Village of Carol Stream – FAP 307-IL 64 from Smith/Kautz Rd. to York St.-State Section 2020-264-SUR, SW& TS-Job No. C-91-101-21 - Contract No. 62N33 - Agreement No. JN-124-044.

Raffle License Application – Glenbard North Theatre Boosters Association: Village Board approved a raffle license and waived the fee and manager's fidelity bond for their Fall Play on November 21-23, 2024 and Spring Musical on April 24-26, 2025.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved and confirmed prior processing of payments of Regular Bills dated August 19, 2024 in the amount of \$1,441,934.12. The Village Board approved and confirmed prior processing of the payment of Addendum Warrant of Bills from August 6, 2024 thru August 19, 2024 in the amount of \$686,916.72.

The Village Board approved payment of Regular Bills dated September 3, 2024 in the amount of \$2,194,841.68. The Village Board approved the payment of Addendum Warrant of Bills from August 20, 2024 thru September 3, 2024 in the amount of \$707,065.79.

Treasurer's Report:

The Village Board received Revenue/Expenditure Statements and Balance Sheet for the Month ended July 31, 2024.

REPORT OF OFFICERS:

Trustee Anselmo congratulated Officer Castro on his retirement from the Carol Stream Police Department and thanked him for his service to our community; announced Fall Fest on September 21st; wished Trustee McCarthy a happy birthday; and reminded motorists to watch their speed on our roads, especially now that school is back in session.

Trustee Berger announced the Carol Stream Chamber of Commerce golf outing on September 19th and that sponsorships and player spots are still available; and congratulated Officer Castro on his retirement, thanking him for his service to our community.

Trustee Zalak congratulated Officer Castro on his retirement; reminded residents of crosswalk and bike path rules and to put down their phones when driving; and asked that we keep the military and first responders in our thoughts and prayers.

Trustee Gieser congratulated Officer Castro on his retirement; announced the 50th anniversary of Evergreen Elementary School and that they are seeking photos and memorabilia; announced the Carol Stream Historical Society's Open House on September 14th; declared the Halloween Decorating Contest deadline is October 21st, and invited nominations to be sent to decoratingcontest@carolstream.org.

Trustee Frusolone congratulated Officer Castro on his retirement from the Carol Stream Police Department, thanked him for his service to our community and stated that he will be very missed; thanked staff for their time and effort in coordinating the summer concert series, Geek Fest, and Fall Fest; reported on crosswalk laws; and stated that drivers need to yield to pedestrians in crosswalks, especially around Glenbard North.

Trustee McCarthy congratulated Officer Castro on his retirement and stated that he will be missed; asked residents to refrain from blowing leaves into the street and to keep their storm drains clear; and wished his wife Linda a happy $32^{\rm nd}$ anniversary.

Village Clerk Schwarze congratulated Officer Castro on his retirement and thanked him for his service; wished Trustee McCarthy a happy birthday and happy anniversary; and reminded residents to Shop and Dine Carol Stream to keep tax dollars in our community and help our small businesses thrive.

Village Attorney Rhodes congratulated Officer Castro on his retirement and commended him for his legacy to our community, that is, our students who have graduated from the DARE program.

Village Manager Holmer reported the return to a regular Village Board meeting schedule with our next meeting on September 16th; announced the Carol Stream Police Department car seat safety check at 10:00 a.m. on September 14th; and stated that September is Suicide Prevention Month with 9-8-8 being the suicide prevention hotline.

Mayor Saverino thanked Officer Castro for his service to our community, and for making our town a better place, especially for our young people; and requested that Police Chief Cummings find a quality replacement to run the DARE program.

ADJOURNMENT:

At 6:39 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes:	6	Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy
Nays:	0	
Abstain:	0	
Absent:	0	
The motion	n pass	ed.
		FOR THE BOARD OF TRUSTEES
		Frank Saverino, Sr., Mayor
ATTEST:		
Julia Schwarze,	Village	e Clerk

Regular Meeting – Plan Commission/Zoning Board of Appeals Gregory J. Bielawski Municipal Center, DuPage County, Carol Stream, Illinois

All Matters on the Agenda may be Discussed, Amended and Acted Upon September 9, 2024.

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 6:01 p.m. and directed Sara Van Winkle, Planning and Permitting Assistant, to call the roll.

The results of the roll call vote were:

Present:

4 Commissioners Christopher, Meneghini, Tucek, and Chairman Parisi

Absent:

3 Commissioner Petella, Morris, Battisto

Also Present:

Tom Farace, Planning and Economic Development Manager; Bravo Berisha, Assistant Planner; Sara Van Winkle, Planning and Permitting Assistant, and a court reporter.

MINUTES:

Chairman Parisi asked for a motion to approve the minutes. Commissioner Tucek moved and Commissioner Meneghini seconded the motion to approve the minutes of the Regular Meeting held on August 26, 2024.

The results of the roll call vote were:

Ayes:

Commissioners Christopher, Meneghini, Tucek, and Chairman Parisi

Navs:

0

4

Abstain:

0

3

Absent:

Commissioner Petella, Morris, Battisto

The motion passed by a unanimous vote.

PUBLIC HEARING:

Chairman Parisi asked for a motion to open the Public Hearing. Commissioner Christopher moved and Commissioner Tucek seconded the motion.

The results of the roll call vote were:

Ayes:

4 Commissioners Christopher, Meneghini, Tucek, and Chairman Parisi,

Nays:

0

Abstain:

0

3

Absent:

Commissioner Petella, Morris, Battisto

The motion passed by unanimous vote.

Case #24-0038 - Christ Presbyterian Church- 371 S Schmale Rd.

Special Use Permit for a Place of Worship

Chairman Parisi swore in Tracy Kasson Attorney from Rathje Woodward LLC, 300 E Roosevelt Rd, Wheaton, IL 60187, Jon Nielson, Pastor, Christ Presbyterian Church, 933 College Ave, Wheaton, IL 60187, and Joe Buehler, Architect, Preserve Future Architects, 1147 W Ohio St #504, Chicago, IL 60642. Mr. Kasson stated he is representing the applicant. Mr. Kasson gives a brief background on the church and why they are applying for a special use permit. He mentioned they were at a previous meeting presenting their case at a different location. They had received approvals but then decided to withdraw from that project. The applicants are back with a new space they are presenting. Mr. Kasson continues that they are now pursuing a 39,000 square foot building currently owned by Northwestern Memorial Hospital. Mr. Kasson continues to state that the church plans on remodeling mostly the first floor of a two-floor building. It will contain a 570-seat sanctuary, and classrooms for all ages to have Sunday school. The 2nd floor will be mostly offices and storage for three full time ministers and four part time ministry staff that will serve the church.

Mr. Kasson has Rev. Jon Nielson approach the podium to give a brief history about the church and his role at the church. Rev. Nielson introduces himself and gives some information about his congregation. He has been the pastor of the church since 2020 and is currently offering weekly masses on Sundays in their current location, a warehouse in Wheaton. He continues by stating they are a multi-generational congregation that serves members from Carol Stream and the surrounding towns of Wheaton and West Chicago. He continues by saying that his congregation is growing and where they currently are having gatherings is now too small to accommodate all members. He concludes that they will need more space to grow, and to have more options for parishioners for gatherings and meetings. Rev. Nielson concludes that he is excited for the project and hope to have another opportunity to grow his church.

Mr. Kasson invites Joe Buehler to speak about the renderings and plans the church have for remodeling the building. Mr. Buehler goes into detail about the plans to transform the first floor of the building into a 570-seat sanctuary. This will also include, remodeling of offices, transforming additional space into classrooms and meeting rooms, and keeping the second floor to mostly storage and offices for staff. By not remodeling the second floor right away, it leaves additional finances for the sanctuary, and to have the option for additional space in the future if the congregation continues to grow.

Mr. Kasson approaches the podium for final points and states they will comply with staff recommendations and conditions and seek approval for the special use permit for a place of worship.

Chairman Parisi asks if there are any questions from the audience and there were none

Bravo Berisha Assistant Planner, provided the staff report, Mr. Berisha stated the applicant is requesting approval for a special use permit for a place of worship. Mr. Berisha gives a brief history and description about the congregation and the space they are currently in. Mr. Berisha continues to talk about the plan commission's recommendations for the proposed requests and concludes that staff is supportive of the project.

Chairman Parisi asked if there were any questions from the Commission

There were no questions from Commissioner Meneghini

Commissioner Christopher asked if there was an elevator and sprinkler system in the building.

Mr. Buehler answered yes there are currently an elevator and fire sprinkler system in the building.

Commissioner Tucek had no other questions.

Chairman Parisi asked if the church will be offering preschool since on the renderings preschool classrooms were noted.

Pastor Nielson answered that it was indicating what age groups for Sunday school would be in the possible classrooms being built.

Commissioner Battisto moved and Commissioner Christopher seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Christopher, Meneghini, Tucek, and Chairman Parisi,

Nays: 0

Abstain: 0

Absent: 3 Commissioner Petella, Morris, Battisto

The motion passed by unanimous vote.

This case will go before the Village Board on Monday, September 16, 2024, at 6:00 PM for review.

PUBLIC HEARING:

Chairman Parisi asked for a motion to close the Public Hearing. Commissioner Christopher moved and Commissioner Tucek seconded the motion.

The results of the roll call vote were:

Ayes: 4 Commissioners Christopher, Meneghini, Tucek, and Chairman Parisi,

Nays:

0

Abstain: 0

Absent: 3 Commissioner Petella, Morris, Battisto

The motion passed by unanimous vote.

PRESENTATION:

NEW BUSINESS:

There was an update and brief discussion regarding several properties and projects in Carol Stream.

OLD BUSINESS:

OTHER BUSINESS:

Mr. Farace stated the next meeting will be held September 23, 2024 a brief discussion with the members present was had discussing who would be attending.

ADJOURNMENT:

At 6:21 p.m. Commissioner Meneghini moved and Commissioner Christopher seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes:	4	Commissioners Christopher, Meneghini, Tucek, and Chairman Parisi
Nays:	0	
Abstain:	0	
Absent:	3	Commissioner Petella, Morris, Battisto
The motion	passed	d by unanimous vote.
		FOR THE COMBINED BOARD
Recorded a	ınd tran	scribed by,
Sara Van V Planning ar Minutes ap	nd Pern	nitting Assistant by Plan Commission on thisday of, 20
		Chairman

AGENDA ITEM

Village of Carol Stream Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Bravo Berisha, Assistant Planner B. B.

THROUGH: Donald T. Bastian, Community Development Director

DATE: September 11, 2024

RE: Agenda Item for the Village Board Meeting of September 16, 2024

PC/ZBA Case 24-0038, Christ Presbyterian Church - 371 S Schmale Road,

Special Use Permit for a Place of Worship

Reverend Jon Nielson of Christ Presbyterian Church in Wheaton, requests approval of a Special Use Permit for a Place of Worship at 371 S Schmale Road. The subject property consists of a vacant 39,000 square foot office building, which is currently owned by Northwestern Memorial Hospital. The Applicant plans on remodeling the building to contain a 570-seat sanctuary, along with classroom spaces for adults and children. Much of the renovations will take place on the first floor, with the second floor remaining as office and storage space for the Church. The entire building will be used solely for Christ Presbyterian Church's ministry and will not be leased out to other tenants. Along with weekly Sunday service, small gatherings for adults and children will also take place on Tuesday and Wednesday nights.

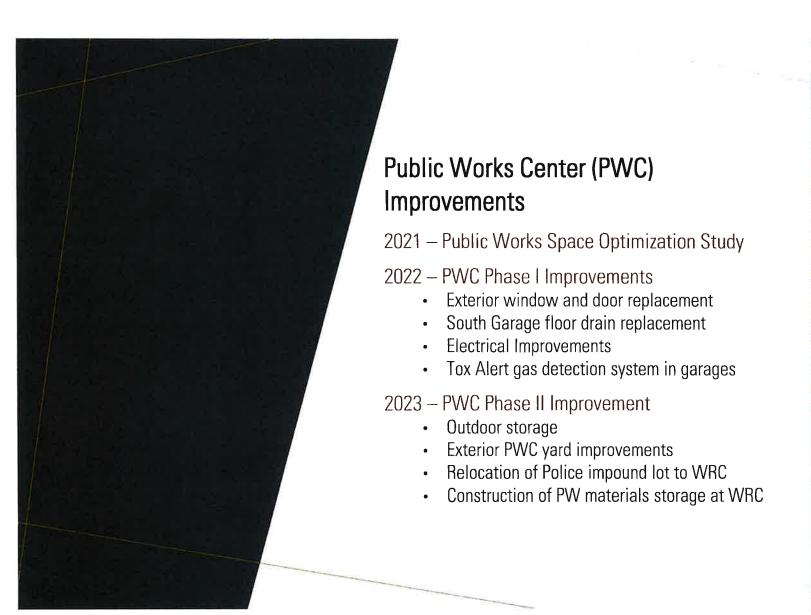
The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on September 6, 2024. At its meeting on September 9, 2024, by a vote of 4-0, the PC/ZBA recommended approval of the Special Use Permit subject to the conditions in the September 6, 2024 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for a Place of Worship for Christ Presbyterian Church, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Jon Nielson, Christ Presbyterian Church











PUBLIC WORKS CENTER PHASE III IMPROVEMENTS

PROPOSED OCTOBER 2024 - MAY 2025

- New PW Locker Room
- Updated offices for management staff
- Updated front reception area
- Updated HVAC
- Updated lunch/training room and kitchen
- Installation of additional garage door in Water Garage to increase ingress and egress efficiency
- Epoxy coating Water Garage floor





PWC IMPROVEMENTS CONSTRUCTION COSTS

Improvement Phase	Budget	Bid Price	Actual
PWC Phase I	\$1,000,000	\$861,063	\$833,704
PWC Phase II	\$3,580,000	\$3,859,500	\$3,859,500
PWC Phase III	\$1,900,000	\$1,481,500	???



Village of Carol Stream Interdepartmental Memo

TO:

William Holmer, Village Manager

FROM:

Brad C. Fink, Director of Public Works

DATE:

September 16, 2024

RE:

Motion to Award the Public Works Center Phase III Improvement Project to

Happ Builders, Inc.

BACKGROUND

In July 2021 the Village Board approved an architectural services agreement for the purpose of completing a Public Works Space Optimization Study. That work was completed in December 2021 and served as the basis for developing a three-year improvement plan for Public Works Center (PWC) beginning in 2022. To date, Public Works has completed the first two phases of the improvements.

The FY25 Capital Project Fund includes \$1,900,000 for the construction of Phase III improvements at the PWC. ¹ The proposed Phase III improvements represents the final phase of the PWC improvements and will focus on the interior of the building; including HVAC improvements, locker rooms, redesign of lunch/training room, adding an additional overhead door in the South Garage, and new carpet and flooring throughout administration.

ANALYSIS

In October 2023 the Village approved an architectural service agreement with Kluber, Inc. for the purpose of planning, design, cost-estimating, and bidding services for the Phase III – PWC Improvements Project. After reviewing the final design and cost estimate, staff developed two (2) bid alternates to consider once the project is bid.² Alternate 1 included a vehicle scale and Alternate 2 included epoxy floor coating in the water garage. On Thursday, August 22nd bids for the project were opened and publicly read aloud. The following is a summary of the bids:

Budget: \$1,900,000			
Contractor	Base Bid	Alternate 1	Alternate 2
Happ Builders, Inc.	\$1,411,000	\$117,900	\$70,500
Stuckey Construction Co.	\$1,429,429	\$120,429	\$71,429
Paul Borg Construction Co.	\$1,442,000	\$116,000	\$73,000
KWCC, Inc.	\$1,509,000	\$124,400	\$45,744
Grace Infrastructure Co.	\$1,522,000	\$160,000	\$67,000
Lite Construction Co.	\$1,539,678	\$138,700	\$57,000
Boller Construction Co.	\$1,596,600	\$154,000	\$45,000
Happ Builders, Inc. Stuckey Construction Co. Paul Borg Construction Co. KWCC, Inc. Grace Infrastructure Co. Lite Construction Co.	\$1,429,429 \$1,442,000 \$1,509,000 \$1,522,000 \$1,539,678	\$120,429 \$116,000 \$124,400 \$160,000 \$138,700	\$71,429 \$73,000 \$45,744 \$67,000 \$57,000

¹ The \$1,900,000 construction budget was also intended to cover the proposed construction oversight services for the project.

² A description of each Bid Alternate can be found in the attached Bid Tab Worksheet provided by Kluber, Inc.

Manusos General Contracting, Inc.	\$1,643,000	\$117,000	\$82,000
Simpson Construction Co.	\$1,654,000	\$135,000	\$77,000
Troop Contracting	\$1,681,930	\$125,091	\$80,378
Construction Inc.	\$1,750,000	\$160,000	\$80,000

The low base bid from Happ Builders, Inc. was \$1,411,000. Since the low base bid was significantly lower than what was budgeted, staff met to analyze the bid alternates and recommends the acceptance of Alternate 2 (epoxy floor coating). Staff is not recommending accepting Alternate 1 (vehicle scale) because of the cost relative to the overall departmental benefit. Accepting Alternate 2, the bid price for the Phase III PWC Improvements would total \$1,481,500. The Village Attorney has reviewed and approved the proposed contract.

If approved, the following is a financial summary for the proposed Phase III - PWC Improvements:

Phase III - PWC Improvements

Amount under budget	\$	386,200
Phase II Construction	\$(1,481,500)
Kluber Inc. Construction Oversight		(32,300)
Original Budget	\$	1,900,000

RECOMMENDATION

Public Works recommends the PWC Phase III Improvement Project be awarded to Happ Builders, Inc. at the base bid presented including Alternate 2 for an amount not-to-exceed \$1,481,500.

Attachment



August 27, 2024

Mr. Brad Fink Director of Public Works Village of Carol Stream 124 Gerzevske Lane Carol Stream, IL

RE: Bid Results

Phase 3 Public Works Improvements Kluber Project No. 23-465-1511

Dear Mr. Fink,

On August 22, 2024, bids were publicly opened and read aloud for the above referenced project. Eleven contractors chose to submit bids for the project. The low base bid was submitted by Happ Builders, Inc. from Waukegan, Illinois in the amount of \$1,411,000.00. The second lowest base bid was submitted by Stuckey Construction Company from Waukegan, Illinois in the amount of \$1,429,429.00. See attached bid tabulation for details on bid results.

We conducted a Contractor Bid Scope Review with Happ Builders and believe their bid to be responsive and complete.

Two Alternate bids were received for the project. Happ Builders Alternate bid amounts are as follows:

- Alternate #1: for a vehicle scale. ADD \$117,900.00.
- Alternate #2: for water garage epoxy floor coatings. ADD \$70,500.00.

The Base Bid plus Alternate Bids noted above are below the overall Owner budget amount of \$1,800,000.00.

Therefore, the Village of Carol Stream may wish to award a Contract to Happ Builders, Inc. in the amount of \$1,599,400.00, which would include acceptance of Alternate No. 1 for the Vehicle Scale in the amount of \$117,900.00, and acceptance of Alternate No. 2 for the Water Garage Epoxy Flooring in the amount of \$70,500.00.

The information contained herein and in the attached bid tabulation and scope review is provided to you for reference and use in your decision to award the Contract. Thank you for the opportunity to be of service to the Village of Carol Stream and we look forward to the successful completion of this project with you.

Sincerely,

Chris Hansen Project Manager

Kluber Architects + Engineers

Attachments: Bid Tabulation, Bid Scope Review

Cc: Ron Roehn



BID TABULATION

Contract Type: Single Contract, Stipulated Sum Kluber Project No.: 23-465-1511

Date: 08/22/2024 Time: 2:00 PM

Project: Phase 3 Public Works Improvements Owner: Village of Carol Stream

Own	Owner: Village of Carol Stream							
Plan Holder	Location	Bid Bond	Addendum No. 1	Base Bid	Alternate No. 1 Vehicle Scale	Alternate No. 2 Water Garage Flooring	Total with Alternates	Comments
1 Happ Builders, Inc.	Waukegan, IL	Y	Υ	\$1,411,000.00	\$117,900.00	\$70,500.00	\$1,599,400.00	Bid Is Complete
2 Stuckey Construction Company	Waukegan, IL	Υ	Υ	\$1,429,429.00	\$120,429.00	\$71,429.00	\$1,621,287.00	
3 Paul Borg Construction Company	Chicago, IL	Υ	Υ	\$1,442,000.00	\$116,000.00	\$73,000.00	\$1,631,000.00	
4 KWCC Inc.	Montgomery, IL	Υ	Υ	\$1,509,000.00	\$124,400.00	\$45,744.00	\$1,679,144.00	
5 Grace Infrastructure Company	Lemont, IL	N	Υ	\$1,522,000.00	\$160,000.00	\$67,000.00	\$1,749,000.00	Bid Incomplete - No Bid Bond
6 Lite Construction, Inc.	Montgomery, IL	Υ	Υ	\$1,539,678.00	\$138,700.00	\$57,000.00	\$1,735,378.00	
7 Boller Construction Company Inc.	Waukegan, IL	Υ	Υ	\$1,596,600.00	\$154,000.00	\$45,000.00	\$1,795,600.00	
8 Manusos General Contracting, Inc.	Fox Lake, IL	Υ	Υ	\$1,643,000.00	\$117,000.00	\$82,000.00	\$1,842,000.00	
9 Simpson Construction Company	Bellwood, IL	Υ	Υ	\$1,654,000.00	\$135,000.00	\$77,000.00	\$1,866,000.00	
10 Troop Contracting	Willowbrook, IL	Υ	Υ	\$1,681,930.00	\$125,091.00	\$80,378.00	\$1,887,399.00	
11 Construction Inc.	Lombard, IL	Υ	Υ	\$1,750,000.00	\$160,000.00	\$80,000.00	\$1,990,000.00	



BID SCOPE REVIEW PHASE 3 PUBLIC WORKS IMPROVEMENTS Kluber Project No. 23-465-1511

Contractor: Happ Builders, Inc.

Contact: Matthew Happ

Base Bid Amount: \$1,411,000.00

Phone: 847-775-8888

Alternate No. 1 Amount: \$117,900.00 Alternate No. 2 Amount: \$70,500.00 Email: matt@happbuilders.com

Total with Alternates: \$1,599,400.00

Date: August 27, 2024

All Addenda have been included in the bid.

Yes

All Alternates applicable to your contract package have been acknowledged in the bid.

Yes

All pertinent Allowances are included in the bid. (\$150,000.00).

Yes

All pertinent Allowances are moladed in the bid. (\$100,000.00)

A bid bond was included in the bid package.

Yes

Are there any qualifications to the bid?

No

Are there any material deliveries which you feel could have a negative impact on the project schedule?

No

Are you aware of any discrepancies and/or have any questions

on the bid documents?

No

Are your proposed sub-contractors Union or Prevailing Wage?

Union

SCOPE REVIEW:

Base Bid:

Is asbestos remediation included in your Base Bid?

Yes

Did you include temporary barriers in the garage area to separate the mechanics

Bay from the construction area?

Yes

Did you include in-ground vehicle lift protection in your Base Bid?

Yes

Did you include dumpsters and portable toilets in your Base Bid?

Yes

Proposed Sub-Contractors:

Demolition: Johler Demolition.

Concrete: Royal Concrete or Honch Concrete.

Masonry: Ramm Corp.

Drywall & Acoustical: Self-Perform Drywall & Central Ceiling Systems for Acoustical.

Doors & Hardware: Anderson Lock.

OH Doors: Door Systems of Chicago, Inc.

Casework & Countertops: Horizon Group.

Resilient Flooring: T.S.I. Commercial Flooring

Epoxy Flooring: C.C.I. or Artlow.

Ceramic Tile: Rock River Valley Tile.

Lockers: Woelter as specified.

HVAC: John's Sales & Service.

Plumbing: Cannonball Mechanical or Cryer & Olson or Omega Plumbing.

Fire Suppression: F.E. Moran.

Electrical / Fire Alarm: Bassett Electric or Ascend Electric.

Alternate #1: Vehicle Scale - Outdoors.

Did you bid the specified Manufacturer and all specified components?

Yes

Did you include the exterior concrete slab, asphalt paving, electrical connections and bollards?

Yes

Alternate #2: Epoxy Floor Coating – Water Garage.

Did you include floor prep in your alternate bid?

Yes
Did you include infill epoxy at the new trench drains as indicated on the drawings?

Yes

Did you include a full re-coating of the entire garage floor area as indicated on the drawings and specs?

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on August 27, 2024. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 17 day of September in the year 2024 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Village of Carol Stream 124 Gerzevske Lane Carol Stream, Illinois 60188

and the Contractor:

(Name, legal status, address and other information)

Happ Builders, Inc. 28 Le Baron Street Waukegan, IL 60085

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

Village of Carol Stream - Phase 3 - Public Works Improvements 245 Kuhn Road & 124 Gerzevske Lane Carol Stream, Illinois 60188

The Architect:

(Name, legal status, address and other information)

Kluber, Inc. 41 West Benton Street Aurora, Illinois 60506

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- B MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Rider to this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, the Contractor's Bid, including all supplementary forms and certifications included with the Contractor's Bid, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Whenever in this Agreement reference is made to AIA Document A201-2017, General Conditions of Contract, for Construction, such reference shall mean AIA Document A201-2017, General Conditions of Contract for Construction, as revised for this Project.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[]	The date of this Agreement.
[]	A date set forth in a notice to proceed issued by the Owner.
[X]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)
	October 7, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

- § 3.2 The Contract Time shall be measured from the date of commencement of the Work.
- § 3.3 Substantial Completion

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achieve Subst	ct to adjustments of the Contract Tim tantial Completion of the entire World The following boxes and complete the	c:	ments, the Contractor shall				
[]	[] Not later than () calendar days from the date of commencement of the Work.						
[X]	By the following date: May 3, 2025	5					
to be complet	et to adjustments of the Contract Time ed prior to Substantial Completion of f such portions by the following date	f the entire Work, the Contractor sh					
Porti	on of Work	Substantial Completion Date					
	Contractor fails to achieve Substantia assessed as set forth in Section 4.5.	al Completion as provided in this Sec	ction 3.3, liquidated damages, if				
Contract. The	CONTRACT SUM There shall pay the Contractor the Contract Sum shall be one million for the contract Sum shall be on	our hundred eighty-one thousand fir	ve hundred dollars and no cents				
§ 4.2 Alternat § 4.2.1 Altern	es nates, if any, included in the Contract	Sum:					
ltem Alte	rnate No. 2	Price \$70,500.00					
execution of	et to the conditions noted below, the this Agreement. Upon acceptance, th each alternate and the conditions th	e Owner shall issue a Modification	to this Agreement.				
Item N//	A	Price	Conditions for Acceptance				
§ 4.3 Allowai (Identify each	nces, if any, included in the Contract a allowance.)	Sum:					
Allo	ion 01 21 00 – Contingency wance nees to be utilized only at the direction	Price \$150,000.00 on of the Owner.					
§ 4.4 Unit pri	ices, if any: Item and state the unit price and quar	ntity limitations, if any, to which the	unit price will be applicable.)				
Item N//		Units and Limitations	Price per Unit (\$0.00)				
	ted damages, if any: and conditions for liquidated damag	es, if any.)					
None							
	ions for bonus or other incentives, ij	any, that might result in a change t					

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User Notes:

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 After the Contractor provides to the Architect the Application for Payment, the Architect shall forward said Application for payment to the Owner for Payment, however, said Applications for Payment shall only be forwarded by the Architect to the Owner after the Owner has inspected and approved the work. Thereafter, payment shall be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) (Federal, state or local laws may require payment within a certain period of time.)
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner or Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM=2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - 1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

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[1514948402]

Ten Percent 10.0%

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment and approval of the Owner pursuant to the Local Government Prompt Payment Act (50 ILC\$ 505/1 et seq.).

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

5

6	6.2	Binding	Dispute	Resolution
---	-----	---------	---------	------------

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

[]	Arbitration pursuant to Section 15.4 of AIA Document A201-2017
[X]	Litigation in a court of competent jurisdiction
r ı	Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AJA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Brad Fink and Ron Roehn Village of Carol Stream 124 Gerzevske Lane Carol Stream, Illinois 60188

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Matthew Happ (or as appointed) Happ Builders, Inc. 28 Le Baron Street Waukegan, IL 60085

User Notes:

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

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A20176-2017, General Conditions of the Contract for Construction as noted in Section 00 72 00 - General Conditions of the specifications prior to commencement of work.
- § 8.5.2 The Contractor shall provide bonds as set forth in AlA Document 201™-2017, General Conditions of the Contract for Construction as noted in Section 00 72 00 - General Conditions of the specifications prior to commencement of work.

5 8.6

(Paragraphs deleted)

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 delivering the same in person to such party or by electronic email communication with receipt confirmation, by personal delivery, express overnight delivery (e.g., Federal Express) or certified mail, return receipt requested, and shall be deemed given as of the date of receipt of the electronic email communication, the personal delivery, the date of delivery by an overnight delivery company or, if given by certified mail, three (3) calendar days from the date of mailing, or, for purposes of notice, the email addresses and the business addresses of the Owner and the Contractor listed at Page 1 of this Agreement shall be used, unless otherwise modified by either party after written notice.

§ 8.7 Other provisions:

- §8.7.1 Notwithstanding anything to the contrary in the Agreement Documents, Owner is not required to pay taxes as it is a public entity.
- §8.7.2 Contractor hereby certifies that it is eligible to enter into public contracts and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33 E-3 or 33 E-4 of the Illinois Criminal Code, or of any similar offense of "bid rigging" or "bid rotating" of any state of the United States.
- §8.7.3 Contractor hereby certified that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A)(4).
- §8.7.4 During the performance of this Agreement, Contractor agrees to comply with the Illinois Human Rights Act, 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- §8.7.5 Contractor will fully comply with the Illinois Prevailing Wage Act and all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of Contractor who shall be bound this Contract and who is providing services covered by this Contract. IT IS STIPULATED THAT THE PREVAILING RATE OF WAGES ARE REVISED BY THE DEPARTMENT OF LABOR AND ARE AVAILABLE ON THE DEPARTMENT'S OFFICIAL WEBSITE.
- §8.7.6 Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not:
 - i. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
 - ii. It has entered into an agreement with the Department of Revenue for payment of all taxes dues and is currently in compliance with that agreement.

User Notes:

§8.7.7 Any change order or series of change orders that increase or decrease the contract value by \$10,000 or more, or that increases or decreases the contract duration by 30 days or more must be accompanied by a written request from Contractor justifying the additional cost or change in schedule. Within an agreed upon period of time, the Owner will provide a response to Change Order or Time request by providing a written determination that the change requested was not reasonably foreseeable at the time the Agreement was signed, the change is germane to the Agreement, or the change is in the best interest of the Owner. Any change increasing the original Agreement value by fifty percent (50%) or more must be re-bid by the Owner."

- § 8.7.8 Assignment. This Agreement is personal in character and Contractor shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Owner. No assignment, even if consented to by the Owner (which consent may be granted or withheld in the Owner's sole discretion) shall in any way reduce or eliminate the liability of Contractor under this Agreement.
- § 8.7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of DuPage County, Illinois.
- § 8.7.10 Severability. The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law."

ENUMERATION OF CONTRACT DOCUMENTS ARTICLE 9

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor. The Contractor's bid and all certifications required by Owner.
- AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

as revised for this Project.

(Paragraph deleted)

Init.

User Notes:

Drawings .3

> Number 00 01 15

Date

July 30, 2024 Drawing Index Exhibit C

Specifications

Section 00 01 10 Title

Date

Pages

Table of Contents Exhibit July 30, 3034

Addenda, if any:

Number

Date

Pages

Addendum No. 1 Exhibit D

August 19, 2024

22 Page Addendum

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where

Advertisement for Bids, Instructions to Bidders, the Contractor's Bid, including all supplementary forms and certifications included with the Contractor's Bid, other documents listed in this Agreement, and Modifications issued after execution of this Agreement.

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 72 00	General Conditions	July 30, 2024	50

(Paragraphs deleted)

Other documents, if any, listed below:

(List here any additional documents that are intended to form port of the Contract Documents. AIA Document ∆201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

00 11 13	Advertisement for Bids
00 21 13	Instructions to Bidders
00 31 13	Preliminary Schedule
00 41 13	Bid Form - Stipulated Sum submitted by Happ Builders, Inc., Exhibit A
00 43 13	Bid Security Form, Exhibit A
00 43 14	Bid Form - Bid Form Supplement - Bidder's Certification submitted by Happ
	Builders, Inc Exhibit A
00 43 15	Bid Form - References submitted by Happ Builders, Inc, Exhibit A
00 43 16	Bid Form - Contractor Questionnaire submitted by Happ Builders, Inc.
	Exhibit A
00 43 23	Bid Form Supplement – List of Alternates Exhibit A
00 45 46.02	Contractor's Drug Free Workplace Certification Exhibit A

This Agreement entered into as of the day and y	ear first written above.	
	MALIA	
OWNER (Signature)	CONTRACTOR (Signature)	
Robert Mellor Village Manager	Matthew Happ President	
(Printed name and title)	(Printed name and title)	

Init.

Additions and Deletions Report for

AIA® Document A101® - 2017

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

Note: This Additions and Detetions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Detetions Report and its associated document were generated simultaneously by AIA software at 16:13:48 ET on 09/05/2024.

PAGE 1

AGREEMENT made as of the 17 day of September in the year 2024

•••

Village of Carol Stream 124 Gerzevske Lane Carol Stream, Illinois 60188

...

Happ Builders, Inc. 28 Le Baron Street Waukegan, IL 60085

•••

Village of Carol Stream - Phase 3 - Public Works Improvements 245 Kuhn Road & 124 Gerzeyske Lane Carol Stream, Illinois 60188

•••

Kluber, Inc. 41 West Benton Street Aurora, Illinois 60506 PAGE 2

EXHIBIT A INSURANCE AND BONDS

•••

The Contract Documents consist of this Agreement, the Rider to this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, the Contractor's Bid, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9, Whenever in this Agreement reference is made to AIA Document A201-2017, General Conditions of Contract, for Construction, such reference shall mean AIA Document A201-2017, General Conditions of Contract for Construction, as revised for this Project.

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(1514948402)

	[<u>X</u>]	Established as follows:	
PAGE	3	October 7, 2024	
	[<u>X</u> _]	By the following date: May 3, 2025	,
			**
Contra	act. The	Contract Sum shall be one million four	et Sum in current funds for the Contractor's performance of the r hundred eighty-one thousand five hundred dollars and no cents as provided in the Contract Documents.

	Alter	nate No. 2	<u>\$70,500.00</u>
	N/A	L	

		on 01 21 00 - Contingency wance	<u>\$150,000.00</u>
9		wance nees to be utilized only at the direction of	of the Owner.

	NIA	1	
None PAGE	4		

- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. After the Contractor provides to the Architect the Application for Payment, the Architect shall forward said Application for payment to the Owner for Payment, however, said Applications for Payment shall only be forwarded by the Architect to the Owner after the Owner has inspected and approved the work. Thereafter, payment shall be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner or Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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User Notes:

PAGE 5

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Payment and approval of the Owner pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

...

\$ 5.3 Interest

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

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

-%

PAGE 6

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201 2017, Claim, the method of binding dispute resolution shall be as follows:

[X] Litigation in a court of competent jurisdiction

...

Brad Fink and Ron Roehn Village of Carol Stream 124 Gerzevske Lane Carol Stream, Illinois 60188

...

Matthew Happ (or as appointed)
Happ Builders, Inc.
28 Le Baron Street
Waukegan, IL 60085
PAGE 7

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A 101TM 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. A 201TM 2017, General Conditions of the Contract for Construction as noted in Section 00 72 00 – General Conditions of the specifications prior to commencement of work.

••

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM 2017 Exhibit A, and elsewhere in the Contract Documents.201TM 2017, General Conditions of the Contract for Construction as noted in Section 00 72 00 - General Conditions of the specifications prior to commencement of work.

...

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

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

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 delivering the same in person to such party or by electronic email communication with receipt confirmation, by personal delivery, express overnight delivery (e.g., Federal Express) or certified mail, return receipt requested, and shall be deemed given as of the date of receipt of the electronic email communication, the personal delivery, the date of delivery by an overnight delivery company or, if given by certified mail, three (3) calendar days from the date of mailing, or, for purposes of notice, the email addresses and the business addresses of the Owner and the Contractor listed at Page 1 of this Agreement shall be used, unless otherwise modified by either party after written notice.

- §8.7.1 Notwithstanding anything to the contrary in the Agreement Documents, Owner is not required to pay taxes as it is a public entity.
- §8.7.2 Contractor hereby certifies that it is eligible to enter into public contracts and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33 E-3 or 33 E-4 of the Illinois Criminal Code, or of any similar offense of "bid rigging" or "bid rotating" of any state of the United States.
- §8.7.3 Contractor hereby certified that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A)(4).
- §8.7.4 During the performance of this Agreement, Contractor agrees to comply with the Illinois Human Rights Act, 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- §8.7.5 Contractor will fully comply with the Illinois Prevailing Wage Act and all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of Contractor who shall be bound this Contract and who is providing services covered by this Contract. IT IS STIPULATED THAT THE PREVAILING RATE OF WAGES ARE REVISED BY THE DEPARTMENT OF LABOR AND ARE AVAILABLE ON THE DEPARTMENT'S OFFICIAL WEBSITE.
- §8.7.6 Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not:
 - It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
 - ii. It has entered into an agreement with the Department of Revenue for payment of all taxes dues and is currently in compliance with that agreement.
- §8.7.7 Any change order or series of change orders that increase or decrease the contract value by \$10,000 or more, or that increases or decreases the contract duration by 30 days or more must be accompanied by a written request from Contractor justifying the additional cost or change in schedule. Within an agreed upon period of time, the Owner will provide a response to Change Order or Time request by providing a written determination that the change requested was not reasonably foreseeable at the time the Agreement was signed, the change is germane to the Agreement, or the change is in the best interest of the Owner. Any change increasing the original Agreement value by fifty percent (50%) or more must be re-bid by the Owner."

§ 8.7.8 Assignment. This Agreement is personal in character and Contractor shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Owner. No assignment, even if consented to by the Owner (which consent may be granted or withheld in the Owner's sole discretion) shall in any way reduce or eliminate the liability of Contractor under this Agreement.

§ 8.7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of DuPage County, Illinois.

§ 8.7.10 Severability. The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law."

PAGE 8

- AIA Document A101TM-2017, Standard Form of Agreement Between Owner and ContractorContractor. The Contractor's bid and all certifications required by Owner.
- .2 AIA Document A101TM 2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201TM-2017, General Conditions of the Contract for Construction
- 4 Building information modeling exhibit, dated as indicated below:

(Insert the date of the building information modeling exhibit incorporated into this Agreement.) as revised for this Project.

00 01 15

Drawing Index Exhibit C July 30, 2024

.6 4 Specifications

00 01 10

Table of Contents Exhibit July 30, 3034 4

Addendum No. 1 Exhibit D

August 19, 2024

22 Page Addendum

PAGE 9

...

.8 ___.6 Other Exhibits:

 AIA-Document E204TM 2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.) Advertisement for Bids, Instructions to Bidders, the Contractor's Bid, including all supplementary forms and certifications included with the Contractor's Bid, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. Supplementary and other Conditions of the Contract: The Sustainability Plan:[X] Pages **Document** Title Date **Pages** July 30, 2024 50 00 72 00 General Conditions [-] Supplementary and other Conditions of the Contract:

Title

Document

...

Date

Pages

Advertisement for Bids 00 11 13 00 21 13 Instructions to Bidders 00 31 13 Preliminary Schedule Bid Form - Stipulated Sum submitted by Happ Builders, Inc., Exhibit A 00 41 13 00 43 13 Bid Security Form, Exhibit A Bid Form - Bid Form Supplement - Bidder's Certification submitted by Happ 00 43 14 Builders, Inc Exhibit A Bid Form - References submitted by Happ Builders, Inc. Exhibit A 00 43 15 Bid Form - Contractor Questionnaire submitted by Happ Builders, Inc. 00 43 16 Exhibit A Bid Form Supplement - List of Alternates Exhibit A 00 43 23 Contractor's Drug Free Workplace Certification Exhibit A 00 45 46.02

Robert Mellor Village Manager	Matthew Happ President

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Christopher J. Hansen, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:13:48 ET on 09/05/2024 under Order No. 4104245145 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101TM – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

ARCHITECT .

SEPT. 05, 2024



SECTION 00 41 13 BID FORM - STIPULATED SUM

SINGLE CONTRACT

PROJECT:

PHASE 3 PUBLIC WORKS IMPROVEMENTS

124 GERZEVSKE LANE

CAROL STREAM, ILLINOIS 60188

BID TO:

VILLAGE OF CAROL STREAM

124 GERZEVSKE LANE

CAROL STREAM, ILLINOIS 60188

BID FROM:

CORPORATE

Happ Builders, Inc.

NAME:

ADDRESS:

28 Le Baron Street

CITY, STATE, ZIP:

Waukegan, IL 60085

TELEPHONE NO.:

847-775-8888

FAX NO.:

EMAIL ADDRESS:

matt@happbuilders.com

CONTACT

Matthew Happ

PERSON:

1.01 ACCEPTANCE

THE UNDERSIGNED BIDDER AGREES, IF THIS BID IS ACCEPTED, TO ENTER INTO AN AGREEMENT WITH THE OWNER, IN THE FORM INCLUDED IN THE BIDDING DOCUMENTS, TO PERFORM AND FURNISH THE WORK AS INDICATED IN THE BIDDING DOCUMENTS FOR THE BID PRICE AND WITHIN THE BID TIMES INDICATED IN THIS BID AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

1.02 ACKNOWLEDGMENTS

IN SUBMITTING THIS BID, THE BIDDER REPRESENTS THAT:

- A. This Bid will remain open for acceptance for a period of 45 days from the Bid opening date;
- B. The Owner has the right to reject this Bid;
- C. The Bidder accepts the provisions of the Instructions to Bidders regarding the disposition of the Bid;
- D. The Bidder agrees to sign and submit the Agreement and other documents required by the Bidding Requirements within 7 days after the Owner's Notice of Award;

Project No. 23-465-1511

00 41 13 - 1

SECTION 00 41 13

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BID FORM - STIPULATED SUM



- E. The Bidder has examined the complete set of Bidding Documents;
- F. The Bidder has visited the site and become familiar with the general, local, and site conditions;
- G. The Bidder is familiar with Federal, State and Local Laws and Regulations;
- H. The Bidder has correlated the information known to the Bidder; information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents:
- This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an Agreement or rules or group, association, organization, or corporation;
- J. The Bidder has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; sought by collusion to obtain for itself an advantage over another Bidder or over the Owner;
- K. The Bidder acknowledges that the Owner has determined that the services to be provided hereunder are subject to the Prevailing Wage Act, 820 ILCS 130/1-12.
- L. The Bidder acknowledges that the Owner is exempt from the payment of the Illinois Retailer's Occupation Tax.
- M. The Bidder has received the following Addenda, receipt of which is hereby acknowledged:

1.	Addendum No.	One Date	08/19/2024
2.	Addendum No.	Date	
3.	Addendum No.	Date	

THE BIDDER UNDERSTANDS THAT, IN SUBMITTING THIS BID, HE WAIVES ALL RIGHT TO PLEAD ANY MISUNDERSTANDINGS REGARDING THE FOREGOING.

1.03 SINGLE CONTRACT - BASE BID PRICE:

- A. Refer to Section 01 10 00 Summary.
- B. The Bidder will complete the Work of the Project in accordance with the Contract Documents for the following price:

Stipulated	Sum Bid Pi	ice:			
	1	, 411,	000		
(Use Num	erals)	, ,			
one	million	four	hundred	eleven	thausand
(Use Word					



1.04 ALLOWANCES

A. The Bidder has included in the Bid the appropriate allowances as specified in Section 01 21 00 - Allowances.

1.05 ALTERNATES

A. The Bidder has attached Document 00 43 23 - Bid Form Supplement - List of Alternates with this Bid. Refer to Section 01 23 00 - Alternates for description of Alternates.

1.06 CONTRACT TIME

A. The Bidder agrees to begin and complete Work as indicated in Document 00 31 13 - Preliminary Schedule.

1.07 OTHER BID FORM SUPPLEMENTS

- A. The following additional Documents are attached to and made a condition of this Bid:
 - 1. Document 00 43 14 Bid Form Supplement Bidder's Certification
 - 2. Document 00 43 15 References
 - 3. Document 00 43 16 Contractor Questionnaire
 - 4. Document 00 45 46.02 Contractor's Drug-Free Workplace Certification.

1.08 SIGNATURES

END OF DOCUMENT



VILLAGE OF CAROL STREAM GOVERNMENTAL COMPLIANCE CERTIFICATIONS MUST BE COMPLETED AND RETURNED WITH BID FORM

l,	Matthew Happ			(name),	certify	that	I	am	employed	as
	President	(title)		Happ Bu					mpany),	a
cont	ractor/subcontractor f	or the work	desci	ibed in the	Agreeme	nt to	whic	ch thi	s certificat	e is
	ched, and I hereby cert									
	wledge of the matters									

Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

Payments to Illinois Department of Revenue

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

Substance Abuse Prevention on Public Works

The Company has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to the Village of Carol Stream prior to commencement of the work on the Project.

4. Illinois Public Works Employment Discrimination Act

The Contract shall be performed in compliance with all requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01

Certified Payroll – Prevailing Wage Act - 820 ILCS 130/5

The Company shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and the Village of Carol Stream to all laborers, workers, and mechanics performing work under this Contract. All bonds provided by the Company under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Company's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum. The



Company and each of its subcontractors participating on the Project shall make and keep those records required under Section 5 of the Prevailing Wage Act. The Company and any of its subcontractors shall submit a monthly certified payroll statement to verify the payment of prevailing wages as required under the Prevailing Wage Act.

Non-Discrimination: EEOC

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

7. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Company and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. The Company and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

Sexual Harassment Policy

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

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

A copy of these policies shall be provided to the Owner or Consultant on request.

EXHIBIT A

9. Drug Free Workplace Act [Only applicable to projects with State Funding]

The Company shall comply with all provisions of the Drug Free Workplace Act, 30 ILCS 850/1 et seq.

10. Compliance with Governmental Regulations

The Company and any subcontractors shall comply with and perform all Work required under the Bid Documents and Specifications in conformance with all applicable federal, state and local laws, regulations and/or ordinances.

Happ Builders, Inc.

Firm Name

By: Matthew Happ, President

Name/Title

Signature

SUBSCRIBED AND SWORN to before

me this 22nd day August, 2024.

Notary Public

"OFFICIAL SEAL"

CASSANDRA LEE GERTSCH

Notary Public, State of Illinois

Commission No. 961399

My Commission Expires 10/27/24



REFERENCES MUST BE COMPLETED AND RETURNED WITH BID FORM

The bidder shall list three (3) municipal or public utility references for which the bidder has supplied services in the last twenty-four (24) months that are similar to the specifications contained herein. References may only be provided for work performed by the firm submitting the bid.

THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY. NO OTHER REFERENCE FORM WILL BE ACCEPTED. BIDDER MAY NOT PROVIDE A SEPARATE REFERENCE SHEET.

Municipality Name_Village of Palatine
Municipality Address700 N. North Court; Palatine, Illinois 60067
Contact Name and Phone Dan Eallonardo, (630) 962-6151
Work Performed Palatine Library District - Staff Area Renovation
Beginning and Ending dates of work (month and year): December, 2023 - May, 2024
Municipality NameLindenhurst Park District
Municipality Address 2200 Grass Lake Road; Lindenhurst, Illinois 60046
Contact Name and Phone Scott Stanfel, (630) 850-2300
Work Performed Lindenhurst Park District Building Addition.
Beginning and Ending dates of work (month and year): September, 2022 - August, 2023
Municipality Name Vernon Township
Municipality Address 3050 North Main Street; Buffalo Grove, Illinois 60089
Contact Name and Phone Peter Graves, (224) 622-2600
Work Performed Administration Building - 2022 Ceiling, Flooring, and Painting Project
Beginning and Ending dates of work (month and year): December, 2022 - March, 2023



CONTRACTOR QUESTIONNAIRE MUST BE COMPLETED AND RETURNED WITH BID FORM

FIRM NAME: Happ Bui	lders, Inc.		_
OWNER'S NAME: Ma	atthew Happ	PHONE # <u>847-775</u>	5-8888
OWNER'S NAME:		PHONE#	
BUSINESS ADDRESS:	28 Le Baron St	reet, Waukegan IL 60085	<u>-</u>
	:		
IF DOING BUSINESS UYEARS, LIST THAT INFO		COMPANY NAME IN THE :	PAST THREE
FIRM NAME:			_
OWNER'S NAME:		PHONE #	
OWNER'S NAME:		PHONE#	
BUSINESS ADDRESS:			



SECTION 00 43 23 BID FORM SUPPLEMENT - LIST OF ALTERNATES

1.01 PARTICULARS	
A. The following is the list of Alternates referenced in the bid submitted by:	
(Bidder) Happ Builders, Inc.	
Dated August 22, 2024 and which is an integral part of the Bid Form.	
1.02 ALTERNATES LIST	
 A. The following amounts shall be added to or deducted from the Bid Amount. Refer to Section 00 - Alternates: Schedule of Alternates. 	01 23
 Alternate # 1: Add \$	the
 Alternate # 2: Add \$	
END OF DOCUMENT	



SECTION 00 45 46.02 CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

1.01 CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

- A. Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act"; the undersigned contractor hereby certifies to VILLAGE OF CAROL STREAM that it will provide a drug-free workplace by:
 - 1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 - 2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee's or contractor's policy of maintaining drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations.
 - 3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - 4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
 - 5. Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
 - 6. Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
 - 7. Making a good faith effort to continue to maintain a drug free workplace through implementation of Section 3 of the Drug Free Workplace Act.
- B. Failure to abide by this Contractor's Drug Free Workplace Certification shall subject the Contractor to the penalties set forth in Sections 6, 7 and 8 of the Drug Free Workplace Act.
- C. Notice: This Contractor's Drug Free Workplace Certification is to be completed by any corporations, partnerships or other entities with twenty-five or more employees at the time of the contract, or a department, division or unit thereof, directly responsible for the performance of a contract of \$5,000 or more with VILLAGE OF CAROL STREAM.

00 45 46.02 - 1

EXHIBIT A

Happ Builders, Inc.
Name of Contractor
By: Matthew Happ
Its: President
Attest:
By: Matthew Happ
Its: Secretary
DATED: August 22nd, 2024

1.02 INDIVIDUAL'S DRUG-FREE WORKPLACE CERTIFICATION

- A. Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned individual hereby certifies to VILLAGE OF CAROL STREAM that the individual will not engage in the unlawful manufacture, distribution, possession or use of a controlled substance in the performance of the contract.
- B. Failure to abide by this Contractor's Drug Free Workplace Certification shall subject the individual to the penalties set forth in Sections 6, 7 and 8 of the Drug Free Workplace Act.
- C. Notice: This Individual's Drug Free Workplace Certification is to be completed by any individual directly responsible for the performance of a contract of \$5,000 or more with VILLAGE OF CAROL STREAM.

Matthew Happ

Name of Individual

Signature:

DATED: <u>August 22, 2024</u>

END OF DOCUMENT

00 45 46.02 - 2



AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Happ Builders, Inc. 28 Le Baron Street Waukegan, IL 60085	_
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company	
P.O. Box 712, Des Moines, IA 50306-0712	
a corporation duly organized under the laws of the State ofIA	
as Surety, hereinafter called the Surety, are held and firmly bound untoVillage of Carol Stream	
124 Gerzevske Lane Carol Stream, IL 60188	
as Obligee, hereinafter called the Obligee, in the sum of	
Dollars (\$ 5%).
for the payment of which sum well and truly to be made, the sald Principal and the said Surety, bind ourselves, our he executors, administrators, successors and assigns, jointly and severally, firmly by these presents.	irs,
WHEREAS, the Principal has submitted a bid for Village of Carol Stream- Phase 3 Public Works Improvements	,
124 Gerzevske Lane, Carol Stream, IL.	
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the propayment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to e such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good to contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, other to remain in full force and effect.	mpt nter the faith
Signed and sealed this day of August ,20	24
Happ Builders, Inc. (Principal) (Withess) By: MANY PRESIDENT	Title)
Surety Phone No. 515-280-2511 Employers Mutual Casualty Company (Surety) By Attorney-In-Fact Vicki L. Broaddus (1)	ritle)

STATE OF

SS.

Illinois



COUNTY OF	Cook			
I _v I	_aura Priester	Notary Public of	Cook	County,
in the State	ofIllinois	, do hereby certify that	Vicki L. Broaddus	
Attomey-in-	Fact, of the Employers Mutual (Casualty Company		
who	ls personally known to me	to be the same person w	vhose name	ls
subscribed	to the foregoing instrument, appe	ared before me this day i	n person, and	
acknowledg	ged that he signed, sealed and de	livered said instrument, f	or and on behalf of the	
Employers N	flutual Casualty Company		-	
for the use:	s and purposes therein set forth.			
Give	n under my hand and notarial seal	at my office in the City of	f Palatine	
in said Cou	nty, this da	y ofAugus	<u>t</u> A.D.,	2024
			Derfa	2-4
		Notar	y Public Laura Prie	ster
		My Co	mmission expires:	May 13, 2025

OFFICIAL SEAL
LAURA PRIESTER
Notary Public, State of Illinois
Commission No. 931975
My Commission Expires May 13, 2025



P.O. Box 712 • Des Moines, Iowa 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casually Company, an lowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union insurance Company of Providence, an lowa Corporation

- 4. Illinois EMCASCO insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinalter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Vicki L. Broaddus

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond

Principal : Happ Builders, Inc.
Obligee : Village of Carol Stream

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby rallified and confirmed.

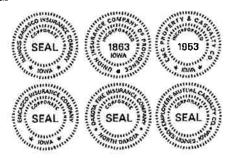
AUTHORITY FOR POWER OF ATTORNEY

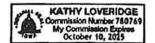
This Power-of-Altomey is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon this Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals





Scott R. Jean, President & CEO of Company 1 (Chairman, President & CEO of Companies 2, 3, 4, 5 & 6 Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certily that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney Issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of ___

August

2024

0 0

Vice President

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S310 PARTIAL SLAB PLAN - AREAS 'A' & 'B'

Project No. 23-465-1511

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P310 OFFICE PLUMBING PLAN

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E050 ELECTRICAL SYMBOLS LIST, ABBREVIATIONS & DETAILS

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E210C ELECTRICAL LIGHTING DEMOLITION PLAN - AREA 'A'

E211 ELECTRICAL POWER DEMOLITION PLAN - AREA 'B'

E310 ELECTRICAL POWER PLAN - AREA 'A'

E310C ELECTRICAL LIGHTING PLAN - AREA 'A'

E311 ELECTRICAL FIRST FLOOR PLAN - AREA 'B' [Addendum Number 1]

E600 PARTIAL ELECTRICAL RISER DIAGRAM AND SCHEDULES [Addendum Number

1]



E601 PARTIAL ELECTRICAL RISER DIAGRAM AND SCHEDULES [Addendum Number 1]

END OF DOCUMENT



SECTION 00 91 01 ADDENDUM NUMBER 1

DATE: AUGUST 19, 2024

PROJECT: PHASE 3 PUBLIC WORKS IMPROVEMENTS

124 GERZEVSKE LANE

CAROL STREAM, ILLINOIS 60188

PROJECT NO: 23-465-1511

OWNER: VILLAGE OF CAROL STREAM

124 GERZEVSKE LANE

CAROL STREAM, ILLINOIS 60188

TO: PROSPECTIVE BIDDERS / PLAN HOLDERS OF RECORD

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE BIDDING DOCUMENTS DATED JULY 30, 2024, WITH AMENDMENTS AND ADDITIONS NOTED BELOW. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID FORM. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

THIS ADDENDUM CONSISTS OF FIVE (5) PAGES AND DRAWINGS G100, G300, A210, A211, AB210, A311, A500, A900, A1200, S310, S400, E210, E211, E310, E311, E600, E601. TOTAL TWENTY-TWO (22) PAGES.

CLARIFICATIONS FROM PREBID MEETING

QUESTION #1

The prebid agenda noted that a "Bid Form Supplement: Section 00 45 13 - Bidders Qualifications" needed to be submitted with the bid documents. We cannot locate Section 00 45 13 in the specifications manual? Please advise if this needs to be submitted.

RESPONSE #1

Document 00 45 13 does not need to be submitted with your bid.

CHANGES TO INTRODUCTORY INFORMATION

1.01 DOCUMENT 00 01 10 - TABLE OF CONTENTS

A. Add "Section 00 91 01 - Addendum Number 1" to the listing.



1.02 DOCUMENT 00 01 15 - DRAWING INDEX

- A. Revised sheet title for Drawing E311. New title: "Electrical First Floor Plan Area 'B'."
- B. Revised sheet title for Drawing E600. New title: "Partial Electrical Riser Diagram and Schedules."
- C. Add Drawing "E601 Partial Electrical Riser Diagram and Schedules" to the listing.

CHANGES TO BIDDING REQUIREMENTS

2.01 SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

- A. In AIA Document A701 (2018 Edition) Instructions to Bidders, attached to Section 00 21 13:
 - 1. Under Article 4, Bidding Procedure; 4.2 Bid Security:
 - a. Delete Paragraph 4.2.1 and replace with the following:
 - "4.2.1 Each Bid shall be accompanied by the following bid security: Certified check, cashiers check or bid bond made payable to the Owner, (Village of Carol Stream, Illinois) in the amount of **5** percent of the Base Bid."

CHANGES TO SPECIFICATIONS

3.01 SECTION 10 14 23 - PANEL SIGNAGE

- A. Under Article 2.02 PANEL SIGNAGE:
 - 1. Delete Subparagraph 2.02A3 and replace with the following:
 - "3. Sign Size: 6 x 6 inches & 6 x 9 inches as indicated on the drawings."
 - 2. Delete Subparagraph 2.02A10 and replace with the following:
 - "10. One sided wall mounting: Double sided foam adhesive tape."

3.02 SECTION 10 51 13 - METAL LOCKERS

- A. Under Article 2.02 LOCKER APPLICATIONS:
 - 1. Delete Subparagraph 2.02A4 and replace with the following:
 - "4. Drawer Base Unit Height: 15 inches."

CHANGES TO THE DRAWINGS

4.01 DRAWING G100 - COVER SHEET, GENERAL NOTES, SYMBOLS AND DRAWING INDEX

- A. Delete this Drawing in its entirety and replace with revised Drawing G100 COVER SHEET, GENERAL NOTES, SYMBOLS AND DRAWING INDEX (attached).
 - 1. Revised sheet names.

4.02 DRAWING G300 - CODE REVIEW PLANS

- A. Delete this Drawing in its entirety and replace with revised Drawing G300 CODE REVIEW PLANS (attached).
 - 1. Graphically indicated existing fire extinguisher locations in detail 2 for code review reference.



4.03 DRAWING A210 - PARTIAL DEMOLITION PLAN - AREA 'A'

- A. Delete this Drawing in its entirety and replace with revised Drawing A210 PARTIAL DEMOLITION PLAN AREA 'A' (attached).
 - 1. Added keynote 2.471 to west wall of mens locker room.
 - Room 121: West CMU wall of room was originally shown to be patched and is not required. Wall graphics have been updated to remove the wall patching.
 - 3. Noted removal of fire extinguisher/cabinet or wall bracket in Rooms 106 & 109; Keynote 2.460.

4.04 DRAWING A211 - PARTIAL DEMOLITION PLAN - AREA 'B'

- A. Delete this Drawing in its entirety and replace with revised Drawing A211 PARTIAL DEMOLITION PLAN AREA 'B' (attached).
 - 1. Demolish concrete floor slab at new overhead door between column lines F.5/1.9 to F/1.9 as indicated to accommodate the relocation of existing electrical conduits feeding from the existing concrete floor slab. Also refer to electrical drawing revisions.

4.05 DRAWING AB210 - ASBESTOS REFERENCE PLAN - AREA A

- A. Delete this Drawing in its entirety and replace with revised Drawing AB210 ASBESTOS REFERENCE PLAN AREA A (attached).
 - 1. The Asbestos Reference Plan Legend has been updated.
 - 2. Room 116 asbestos graphics were removed for clarity since no construction renovation work is being performed in this room.

4.06 DRAWING A311 - PARTIAL FIRST FLOOR PLAN - AREA B

- A. Delete this Drawing in its entirety and replace with revised Drawing A311 PARTIAL FIRST FLOOR PLAN AREA B (attached).
 - Indicated extent of concrete floor slab replacement to accommodate relocated electrical conduits at south garage new OH doorway opening; Keynote 3.030.

4.07 DRAWING A500 - ENLARGED PLANS

- A. Delete this Drawing in its entirety and replace with revised Drawing A500 ENLARGED PLANS (attached).
 - 1. Updated Keynotes 10.510 and 10.511.
 - 2. Added keynotes 10.442 & 10.443 for fire protection specialties and noted location in the plans.
 - 3. Added Toilet Accessories and tags to Room 112B.

4.08 DRAWING A900 - INTERIOR ELEVATIONS

- A. Delete this Drawing in its entirety and replace with revised Drawing A900 INTERIOR ELEVATIONS (attached).
 - 1. Updated Keynote 10.510.
 - 2. Added keynotes for ADA sink base in details 2 & 3. The base is a plastic laminate cabinet that is ADA accessible and has a removable panel to service plumbing equipment.



4.09 DRAWING A1200 - SECTION DETAILS

- A. Delete this Drawing in its entirety and replace with revised Drawing A1200 SECTION DETAILS (attached).
 - 1. Detail 5/A1200: Revised detail to indicate added concrete floor slab infill at new OH Door sill. Note: New slab is doweled into the existing slab. Refer to structural details.

4.10 DRAWING S310 - PARTIAL SLAB PLAN - AREAS 'A' & 'B'

- A. Delete this Drawing in its entirety and replace with revised Drawing S310 PARTIAL SLAB PLAN -AREAS 'A' & 'B' (attached).
 - 1. Detail 1/S310: Indicated concrete slab infill at new south garage OH doorway.
 - 2. Clarified keynotes in Men's Locker Room.

4.11 DRAWING \$400 - FOUNDATION SECTIONS AND DETAILS

- A. Delete this Drawing in its entirety and replace with revised Drawing S400 FOUNDATION SECTIONS AND DETAILS (attached).
 - Section 6/S400 has been added for concrete slab infill at new south garage OH doorway to aallow for electrical conduits in the slab to be relocated. Also refer to revised electrical drawings.

4.12 DRAWING E210 - ELECTRICAL POWER DEMOLITION PLAN - AREA 'A'

- A. Delete this Drawing in its entirety and replace with revised Drawing E210 ELECTRICAL POWER DEMOLITION PLAN AREA 'A' (attached).
 - 1. Panelboard AE-1 is existing to remain. No work.
 - 2. Revised notation and keynotes for baseboard heaters to be removed.

4.13 DRAWING E211 - ELECTRICAL POWER DEMOLITION PLAN - AREA 'B'

- A. Delete this Drawing in its entirety and replace with revised Drawing E211 ELECTRICAL POWER DEMOLITION PLAN AREA 'B' (attached).
 - 1. Revised receptacle and light near wall to be demolished for new overhead door.

4.14 DRAWING E310 - ELECTRICAL POWER PLAN - AREA 'A'

- A. Delete this Drawing in its entirety and replace with revised Drawing E310 ELECTRICAL POWER PLAN AREA 'A' (attached).
 - 1. Panelboard AE-1 is existing to remain. No work.

4.15 DRAWING E311 - ELECTRICAL POWER PLAN - AREA 'B'

- A. Delete this Drawing in its entirety and replace with revised Drawing E311 ELECTRICAL FIRST FLOOR PLAN AREA 'B' (attached).
 - 1. Revised branch circuits for new scale.
 - 2. Provide new sub-panel S-3C fed from existing panelboard S-3B.
 - 3. Revised relocated receptacle location at new overhead door.

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SECTION 00 91 01 ADDENDUM NUMBER 1



4.16 DRAWING E600 - PARTIAL ELECTRICAL RISER DIAGRAM AND SCHEDULES

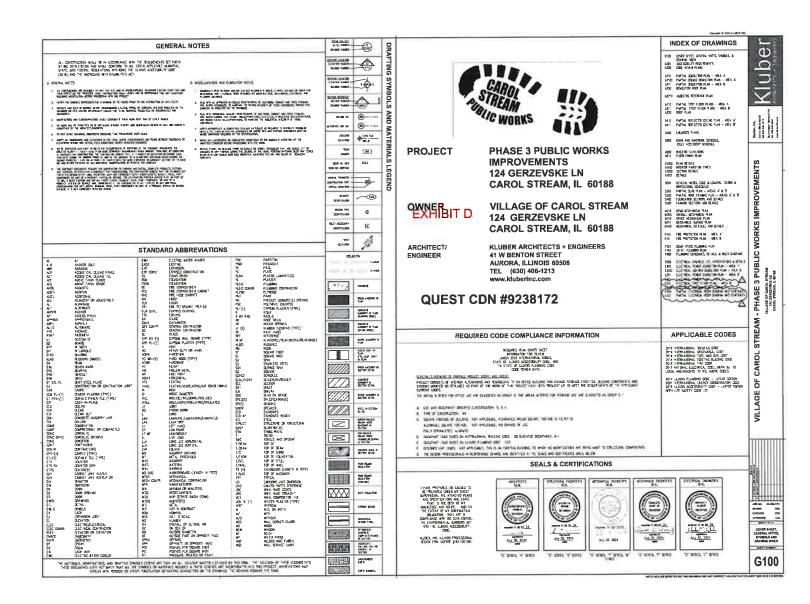
- A. Delete this Drawing in its entirety and replace with revised Drawing E600 PARTIAL ELECTRICAL RISER DIAGRAM AND SCHEDULES (attached).
 - 1. Revised panel schedule AE-2.

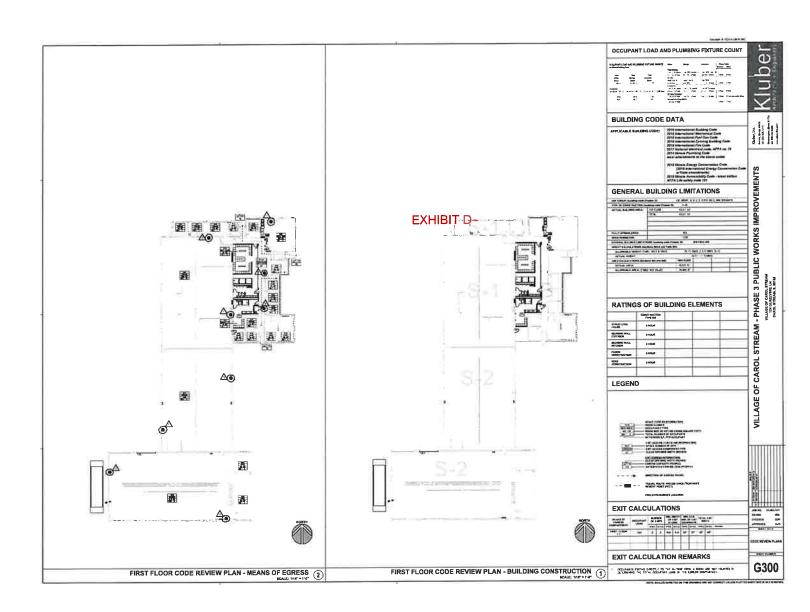
4.17 DRAWING E601 - PARTIAL ELECTRICAL RISER DIAGRAM AND SCHEDULES

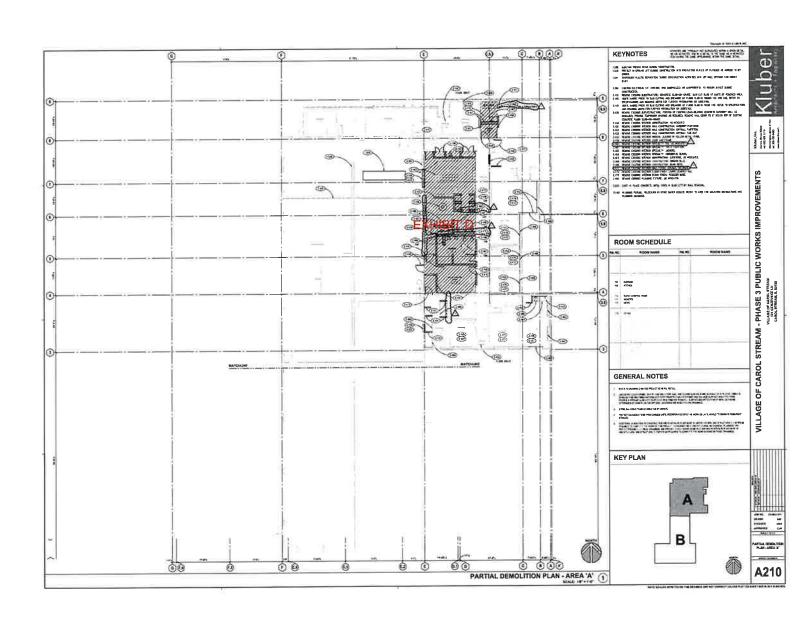
- A. Delete this Drawing in its entirety and replace with revised Drawing E601 PARTIAL ELECTRICAL RISER DIAGRAM AND SCHEDULES (attached).
 - 1. Provide new sub-panel S-3C.
 - 2. Added S-3C panelboard schedule.
 - 3. Revised panel schedule S-3B.

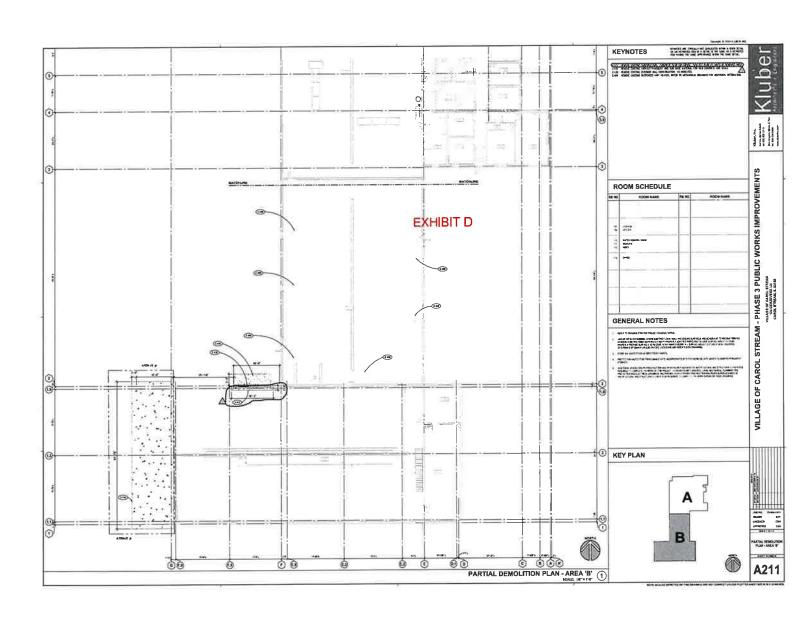
END OF DOCUMENT

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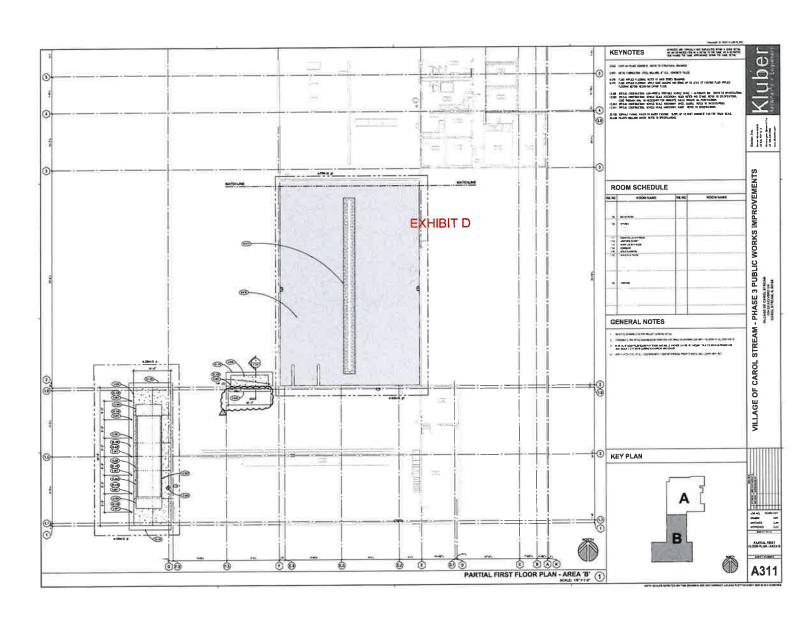


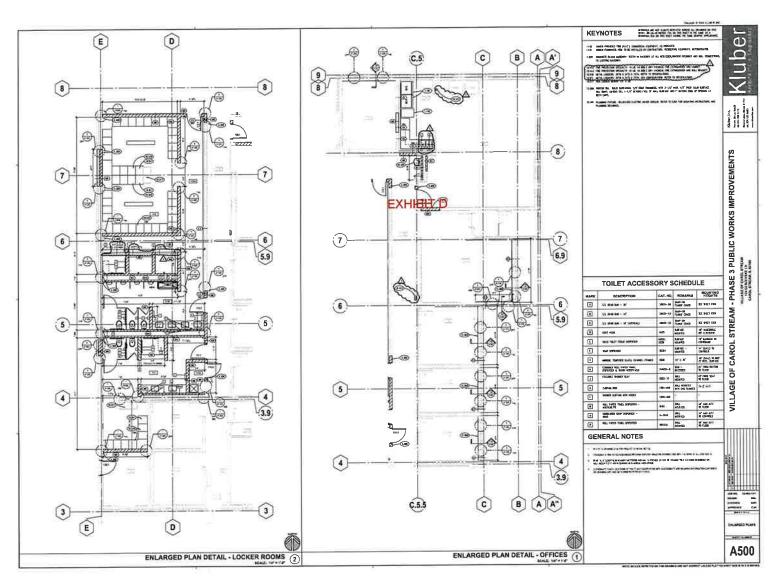




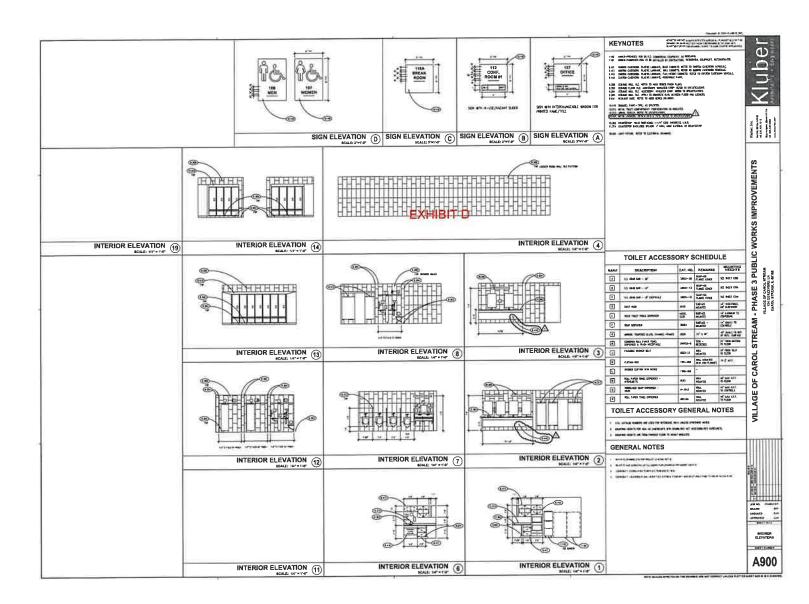


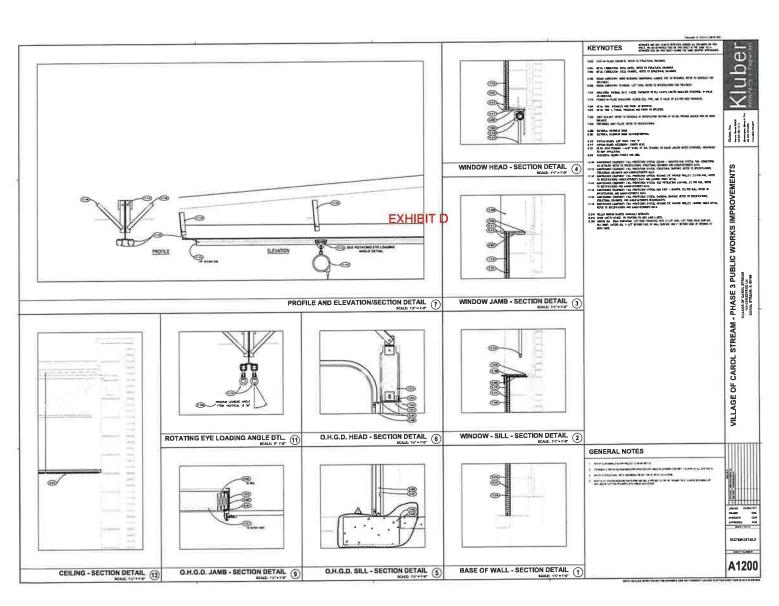






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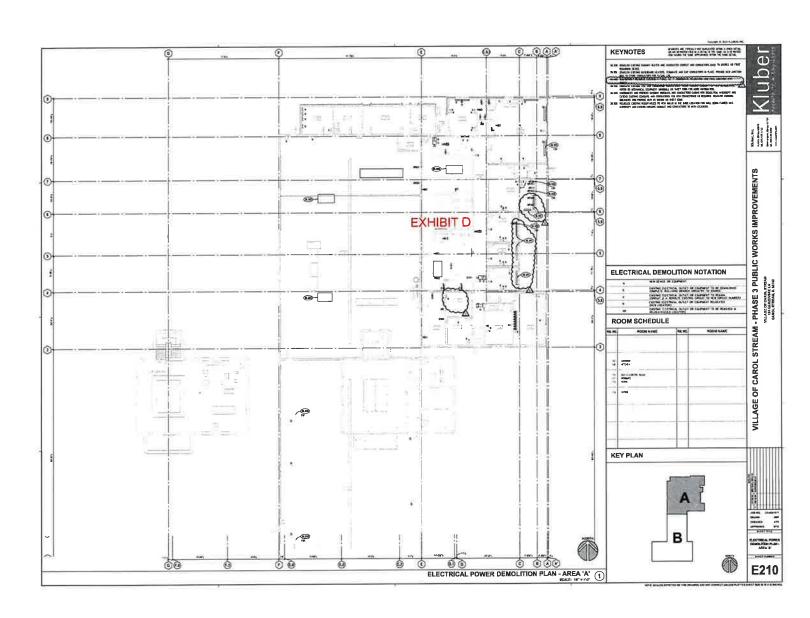


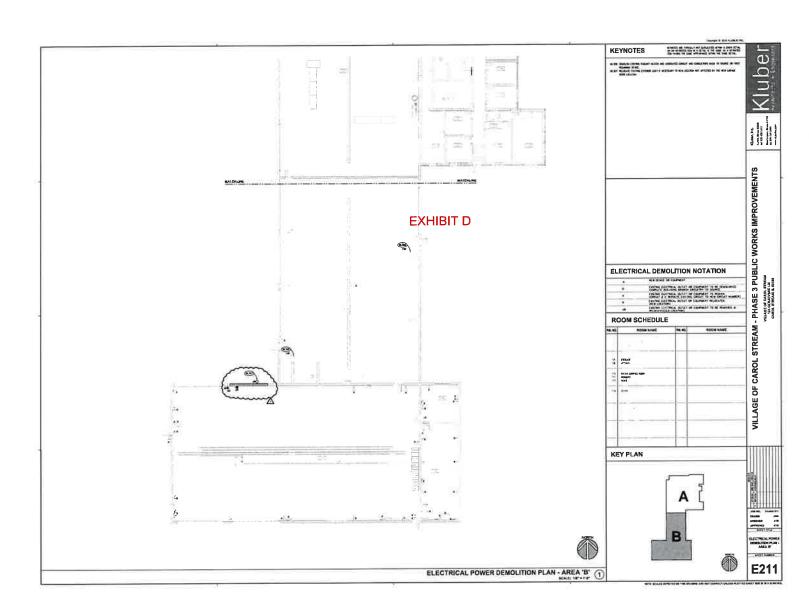


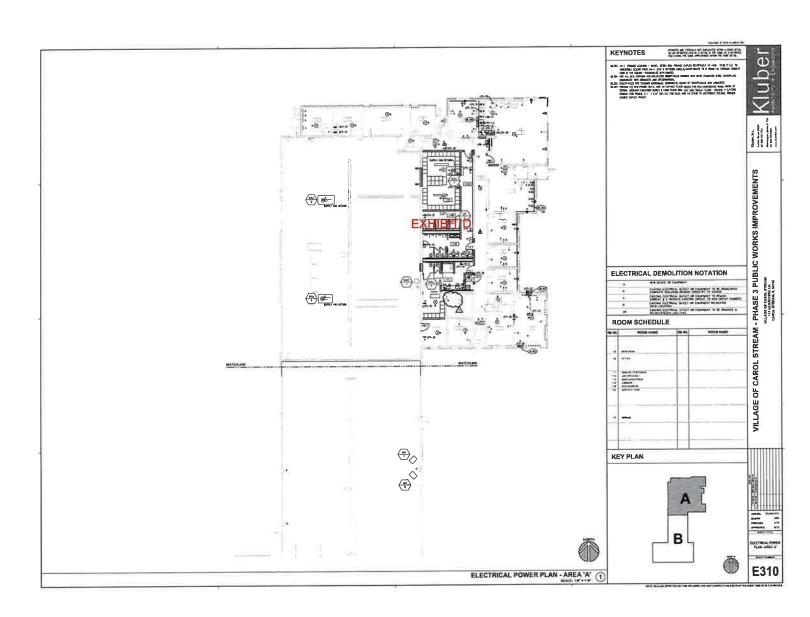
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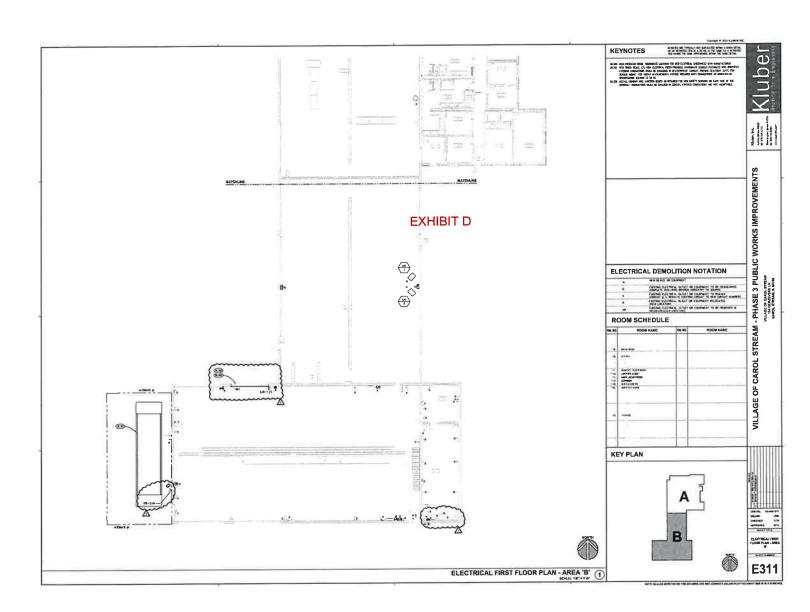
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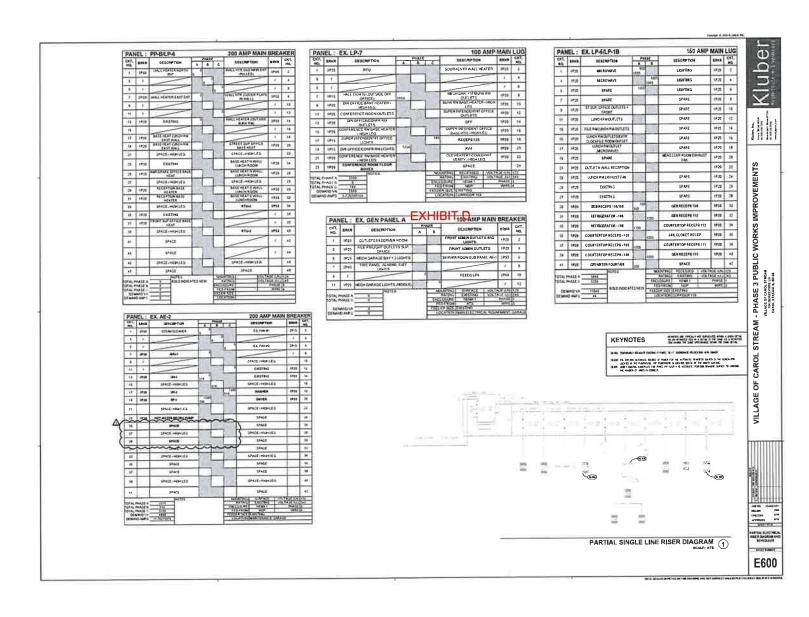
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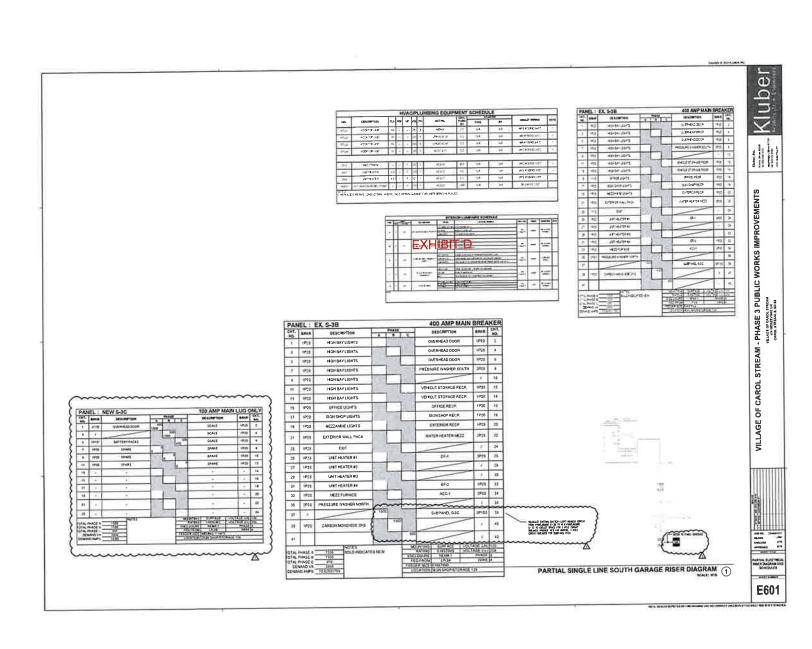












Village of Carol Stream Interoffice Memorandum

TO:

William Holmer, Village Manager

FROM:

Brad Fink, Director of Public Works

DATE:

September 16, 2024

RE:

Motion to Approve an Amendment to an Agreement for Architectural Services

with Kluber, Inc., for Construction Oversight Services for the PWC Phase III

Improvements

BACKGROUND

In October 2023, the Village Board approved an architectural and engineering services agreement with Kluber, Inc. for the preliminary planning and design of Phase III improvements at the Public Works Center (PWC). The proposed improvements will focus on the interior of the building; including HVAC improvements, locker rooms, redesign of lunch/training room, adding an additional overhead door in the South Garage, and new carpet and flooring throughout administration.

ANALYSIS

Following completion of that work, Public Works solicited competitive bids for project. That has been completed and the project is ready to move to the construction phase. Should the Village Board approve the project, architectural construction oversight and administration will be needed. Attached is an amendment to the original Architectural Services Agreement, which includes construction oversight services. The cost for this work is \$32,300. The Village Attorney has reviewed and approved the proposed Amendment.

RECOMMENDATION

Staff recommends a motion to authorize the Village Manager to execute an Amendment to the Architectural Services Agreement approved by the Village Board on October 2, 2023, with Kluber, Inc., for construction oversight services for the Public Works Facilities Phase III Improvements Project up to the amount of \$32,300.

Attachment

W



Amendment to the Professional Services Agreement

PROJECT: (name and address)

1511 - Village of Carol Stream - Phase 3

- Public Works Yard Improvements

AGREEMENT INFORMATION:

Date: October 3, 2023

AMENDMENT INFORMATION:

Amendment Number: 002

Date: August 23, 2024

OWNER: (name and address) Village of Carol Stream 124 Gerzevske Lane Carol Stream, IL 60188

ARCHITECT: (name and address) Kluber, Inc. 41 W. Benton Street Aurora, IL 60506

The Owner and Architect amend the Agreement as follows:

The Owner and Architect hereby amend the Agreement between Owner and Architect, AIA B101-2017, Project 1511 Village of Carol Stream, Phase 3 - Public Works Yard Improvements (the "Professional Services Agreement") as follows:

§1.1.1.5 Phase I & II of the Project has been completed (Schematic Design through Procurement) with bids received on August 22, 2024. Construction Administration Basic Services (Phase III) are now required to complete the balance of the Basic Services.

Phase III Basic Services (Construction Phase Services): \$32,300.00 (Amendment 002). §4.2.5.1

All other provisions of the Professional Services Agreement not amended in this Amendment shall remain in full force and effect.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Basic Services fee compensation shall be increased to \$129,200.00. This includes Phase I & II. §11.1.1

To be determined as mutually agreed and approved by Owner. §11.3

§11.5 Basic Services compensation

Schematic Design: Design Development Phase: \$ 19,800.00 (Phase I, completed and invoiced) \$ 29,720.00 (Phase I, completed and invoiced) \$ 74,480.00 (Phase I, completed and invoiced)

Construction Document Phase: Procurement Phase:

\$ 5,200.00 (Phase II), completed (Amendment 001)

Construction Administration Phase: \$ 32,300.00 (Phase III), (Amendment 002)

Total Basic Services Fee:

\$129,200.00 (Phases I, II & II)

Schedule Adjustment:

No adjustments, schedule as presented in Amendment 001 remains.

SIGNATURES:

Kluber, Inc

ARCHITECT (Firm name)

SIGNATURE
Michael T. Kluber
President
PRINTED NAME AND TITLE

August 23, 2024

DATE

Village of Carol Stream

OWNER (Firm name)

SIGNATURE
Brad Fink, Director of Pubic
Works
PRINTED NAME AND TITLE



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 3rd day of October in the year 2023 (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 Gerzevske 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)

Phase 3 - Public Works Improvements 124 Gerzevske Lane Carol Stream, IL 60188

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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 Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list (Exhibit A) identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

§ 1.1.2 The Project's physical characteristics:

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(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.)

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list (Exhibit A) identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

§ 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.)

One Million Nine Hundred Thousand Dollars (\$1,900,000.00)

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

.1 Design phase milestone dates, if any:

Issue bidding documents first quarter of 2024.

.2 Construction commencement date:

May/June 2024

.3 Substantial Completion date or dates:

First Quarter in 2025

.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.)

Competitive Bidding

§ 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.)

None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM-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 Rochn and Brad Fink 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:

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

- .1 Geotechnical Engineer:
- .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:

Init.

Kluber, Inc. 41 W. Benton Street § 1.1.11.2 Consultants retained under Supplemental Services:

None Anticipated.

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

OVERVIEW OF PROJECT SCOPE

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list below identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

INITIAL INFORMATION

- The Owner's budget for the Cost of the Work is \$1,900,000.00. 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 intended Project delivery method is a single contract for General Construction; single bid package.

High Pacasty	Medium Priority	Low Priority
Zoned Charate Control in Admin Building	Refinish floor in water marage	Touch up and spot furish floor in north sarage
Redesian Lunchroom	Refinish floor in south marage	Add bathroom to south garage
Men's and women's locker room rehab	Fouch up and spot finish floor in narchanics garage	Add ballmom to north guage
Storage Needs for files	Replace AC in Cody's Office located in south garage	Reliey all exterior doors
Adding additional overhead door to south garage	Fall arrest beams in south and mechanics garage	Relary all interior doors
Truck Scale	Secure outside access from mechanics garage to admin	Replace vehicle exhaust system in mechanic garage
Replace AC units in Mechanics Garage	Require prex card access to Admin side of building	
Replace heaters in Water Garage	Supervisor Office Fundance (Jason, Cody, Andrew)	
Add pecinculator to hot water		
New flooring in Admin Building		
Exhaust system for locker recens		
		4
		1

- § 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.
- § 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 (\$1,000,00.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 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 polices 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 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 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:
 - preparing the Bidding Documents; .1
 - facilitating the distribution of Bidding Documents to prospective bidders, including electronic .2 distribution;
 - organizing and conducting a pre-bid conference for prospective bidders; .3
 - preparing responses to questions from prospective bidders and providing clarifications and .4 interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - organizing and conducting the opening of the bids, and subsequently documenting and distributing the .5 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.

(Paragraphs deleted)

§ 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 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 Architectwithout 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 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;
 - evaluate whether credits are included for Work not completed;
 - 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
 - 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:

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
S 4444 Decomposition	Not Provided
§ 4.1.1.1 Programming § 4.1.1.2 Multiple preliminary designs (Included as part of Basic Services)	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys (Included as part of Basic Services)	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	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design (Limited, Included as part of Basic Services)	Architect
§ 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(Included as part of Basic Services)	Architect
§ 4.1.1.15 As-designed record drawings (Included as part of Basic Services)	Architect
§ 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	Not Provided
§ 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	See Below

§ 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.)

§ 4.1.2.30 Procurement Phase Services: See Exhibit A.
Construction Administration Phase Services: See Exhibit A

§ 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)

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User Notes:

§ 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;
 - 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.

- Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the
- 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;
- 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;
- 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,
- Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to .5 Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services (when authorized by Owner) exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - Eight (8) visits to the site by the Architect during construction
 - 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
 - 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 Six (6) months for Schematic Design Phase Services through Construction Document Phase 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 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.

(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
- § 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;
 - 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.
- § 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:

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§ 7.5.1 The official Instruments of Service are the signed and scaled 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.

CLAIMS AND DISPUTES ARTICLE 8

§ 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

(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 Architectand 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.

User Notes:

- § 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 reimbursable payments then due including costs attributable to termination and any costs attributable to the Architects 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 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

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User Notes:

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:

Stipulated Sum (Insert amount)

One Hundred Twenty-Four Thousand Dollars (\$124,000.00) through the Construction Document Phase

.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)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of ar basis for compensation If necessary, list specific services to which particular methods of

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

Procurement Phase Services: \$5,200.00

Construction Administration Phase Services: \$32,300.00

§ 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.)

To be determined as mutually agreed.

Init.

§ 4.2.3.2: \$1,350.00 per additional site visits as authorized by Owner.

§ 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	\$19,800.00
Design Development Phase	\$29,720.00
Construction Documents Phase	\$74,480.00
Procurement Phase	TBD
Construction Phase	TBD

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- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

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	
Interior Designer II	\$95.00
Interior Designer 1	\$75.00
Construction Observer.	\$95.00
Senior Project Coordinator	\$75.00
Project Coordinator	\$55.00
Mark-up for Hourly Projects (Indirect Costs, OH&P)	20.0%

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranels;
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, and standard form documents;
 - .5 Postage, handling, and delivery;
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

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- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants.
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- § 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:

AIA Document B101TM 2017, Standard Form Agreement Between Owner and Architect .1

(Paragraphs deleted)

.3 Exhibits:

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

[]

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

Other documents:

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

Kluber Inc. proposal dated September 27, 2023, attached as Exhibit A.

This Agreement entered into us of the day and year first written about

Robert Mellor Village Manager

(Printed name and title)

ARCHITECT (Signature)

Michael T. Kluber President

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

Additions and Deletions Report for

AIA® Document B101® - 2017

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

Note: This Additions and Deletions Report is provided for Information purposes only and is not Incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:43:12 ET on 09/27/2023.

PAGE 1

AGREEMENT made as of the 3rd day of October in the year 2023

Village of Carol Stream 124 Gerzevske Lane Carol Stream, IL 60188

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

Phase 3 – Public Works Improvements 124 Gerzevske Lane Carol Stream, IL 60188 PAGE 2

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list (Exhibit A) identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list (Exhibit A) identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

PAGE 3

One Million Nine Hundred Thousand Dollars (\$1,900,000.00)

Issue bidding documents first quarter of 2024.

May/June 2024

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First Quarter in 2025

•••

Competitive Bidding

...

None.

...

Ron Roehn and Brad Fink Village of Carol Stream 124 Gerzevske Lane Carol Stream, IL 60188 PAGE 4

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

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

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

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

PAGE 5

None Anticipated.

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OVERVIEW OF PROJECT SCOPE

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list below identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

INITIAL INFORMATION

- The Owner's budget for the Cost of the Work is \$1,900,000.00. 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 intended Project delivery method is a single contract for General Construction; single bid package.
- § 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. The parties will use AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data-form at the beginning of the project.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E263TM 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.
- § 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.

 PAGE 6
- § 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 shall, at its cost maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 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 (\$ 1.000,00.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 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.

 PAGE 7
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Section 2.5 and additional insured endorsements on a CG 20 10 or CG 20 26 endorsement.
- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, <u>plumbing</u> 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.
- § 3.1.7 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.
- § 3.2.2 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.

PAGE 8

§ 3.2.5 Based on the Owner's approval of the preliminary design, 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, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect shall meet with the Owner to provide an explanation of and answer any questions regarding the Schematic Design Documents.

...

- § 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.

•••

- § 3.4.1 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, 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 assist the Owner in the development and preparation of 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 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 may shall include bidding requirements and sample forms.

 PAGE 9
- § 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.

...

- preparing the Bidding Documents;
- .2 facilitating the distribution of Bidding Documents to prospective bidders; bidders, including electronic distribution;
- 2 .3 organizing and conducting a pre-bid conference for prospective bidders;
- 3 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,
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, 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 essist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- § 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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...

- § 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 A201TM—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201—2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Construction, as modified for this 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.
- § 3.6.2.1 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. However, Although, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the 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, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect 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.

....

- § 3.6.2.4 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 Architect's Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents 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 render initial decisions on Claims between the Owner and provide assistance to the Owner on Claims of the Contractor as provided in the Contract Documents.

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- § 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 Architectwithout Village approval.

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- § 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 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.

•••

§ 3.6.6.5 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.

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§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs (Included as part of Basic Services)	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys (Included as part of Basic Services)	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	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design (Limited, Included as part of Basic Services)	Architect
§ 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 eonstruction(online) Basic Services	<u>Architect</u>
§ 4.1.1.15 As-designed record drawings (Included as part of Basic Services)	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 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	Not Provided
§ 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	See Below
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§ 4.1.2.30 Procurement Phase Services: See Exhibit A.

Construction Administration Phase Services: See Exhibit A

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User Notes:

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

.7 Preparation for, and attendance at, a public presentation, meeting more than three (3) public presentations, meetings or hearing;

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

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- 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; 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;
- Evaluating an extensive number of Claims as the Initial Decision Maker, Maker, provided such claims are not the result of the Architect's negligent acts, errors, or omissions; or,
- § 4.2.3 The Architect shall provide Construction Phase Services (when authorized by Owner) exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 <u>Two (2)</u> reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 Eight (8) visits to the site by the Architect during construction
 - .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - 4 Two (2) inspections for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within <u>Six (6)</u> months <u>for Schematic Design Phase Services through Construction Document Phase 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 <u>Services Services to the extent that the Architect incurs additional costs.</u></u>
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion, costs, including design changes necessitated by unforescen 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 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 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.

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- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM 2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.9 The 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 materials, as the Owner determines are necessary.
- § 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.

- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.
- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. PAGE 18
- § 7.3 The Architect grants to the Owner a nonexclusive 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, the license granted in this Section 7.3 shall terminate 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:
 - electronics Filing and Archiving for the purpose of record keeping by the Owner;
 - any future renovation, addition, or alteration to the Project; and
 - 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,"

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

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- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. 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.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- §-8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

	1	Arbitration pursuant to Section 8.3 of this Agreement
F	ap.	Litigation in a court of competent jurisdiction

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

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any elaim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- §-8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.1.2 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.

- § 9.1 If the Owner fails to make payments to the Architect of undisputed amounts, in accordance with this Agreement, 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, 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 shall be equitably adjusted negotiated with the Owner.
- § 9.2 If the Owner suspends the Project, 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 Architect shall be compensated Owner and Architect shall negotiate the amount of compensation for expenses incurred in the interruption and resumption of the Architect's services. The Architectand Owner shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules shall be equitably adjusted for completion.

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- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. 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 reimbursable payments then due including costs attributable to termination and any costs attributable to the Architects 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. 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.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

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

1 Termination Fee:

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

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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. Construction, as amended for this Project.

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

§10.9.1 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."

PAGE 22

One Hundred Twenty-Four Thousand Dollars (\$124,000.00) through the Construction Document Phase.

Procurement Phase Services: \$5,200.00

Construction Administration Phase Services: \$32,300.00

To be determined as mutually agreed.

§ 4.2.3.2: \$1,350.00 per additional site visits as authorized by Owner.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants 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:

Procurement Phase Construction Phase PAGE 23	TBD TBD	percent (100	%)
Total Basic Compensation	one hundred \$124,000,00	percent (100	%)

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	
Project Architect III	\$135,00
Project Architect II	\$115.00
Project Architect [
Interior Designer III	\$115,00
Interior Designer II	
Interior Designer I	
Construction Observer	\$95.00
Senior Project Coordinator	\$75.00
Project Coordinator	\$55.00

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User Notes:

Mark-up for Hourly Projects (Indirect Costs, OH&P)20.0%
PAGE 24
§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual, documented expenses incurred by the Architect and the Architect's consultants plus—percent (%) of the expenses incurred consultants. PAGE 25
.2 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)
[] AIA Document E204 TM 2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)
Kluber Inc. proposal dated September 27, 2023, attached as Exhibit A.
ere.
Robert Mellor, Village Manager Michael T. Kluber, President

Certification of Document's Authenticity

AIA® Document D401 ™ - 2003

I, Jeffrey M. Bruns, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:43:12 ET on 09/27/2023 under Order No. 4104245145 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101TM - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

/0/	If M. h	
(Signea	y -	
	PROSSET MAJACIL	
(Title)		
	09/27/2023	
(Dated)		

Exhibit A



www.kluberinc.com

August 8, 2023 (Revised September 27, 2023)

Brad Fink Director of Public Works Village of Carol Steam 124 Gerzevske Lane Carol Stream, IL 60188

Re:

Phase 3 – Public Works Improvements Kluber, Inc. Proposal No. 230808.01R1

Dear Mr. Fink:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that Owner desires to incorporate various interior improvements to the existing Public Works Facility located at 124 Gerzevske lane in Carol Stream, IL.

OVERVIEW OF PROJECT SCOPE

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list (Exhibit A) identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

INITIAL INFORMATION

- The Owner's budget for the Cost of the Work is \$1,900,000.00. 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 issue documents for bidding in the first quarter of 2024 with the construction phase to begin in May/June 2024. Substantial Completion anticipated to be first quarter of 2025.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Owner's representative for the Project will be Brad Fink or as appointed.
- Kluber, Inc.'s representative for the Project will be Chris Hansen.

The foregoing is based on our meeting on July 17, 2023 and our email communications over the past few weeks.

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 - 2017 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/Design Development Phase:

- Site review to document existing conditions as applicable to the scope of work.
- Kick-off meeting with Owner to discuss Project in detail.
- Perform code review as required for work related to Project scope of work.

- Develop preliminary options for Owner Review.
- Prepare an estimate of Cost of the Work.
- Review meeting with Owner.

Construction Document Phase:

- Develop technical specifications.
- Develop technical drawings.
- Prepare final estimate of Cost of the Work.
- Review final documents with Owner prior to bidding.

ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above, but may be required for the Project or specifically requested by 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	Not Provided
Existing Facilities:	
Survey of existing facility(ies) (required if Owner's "as-built" drawings are discovered to be	
unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions) -	Kluber
Included as part of Basic Services	
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	Not Provided
Landscape Design	Not Provided
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase – Limited, included as part of Basic Services	Kluber
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)	Kluber
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)	Kluber
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided

Bidding Phase:

- Assist Owner in contacting potential bidders for Project.
- Prepare agenda and attend pre-bid meeting.
- Respond to contractor questions during bidding.
- Issue addenda (if required).
- Attend bid opening.
- Perform contractor bid review evaluations.
- Prepare and issue contractor bid results letter.
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority Having Jurisdiction.

Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting.
- Respond to Contractor questions.
- Review progress pay requests if requested.
- Participate in construction meetings via conference call as required.
- Perform site visits per month for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents with a maximum of 8 visits.
- Perform up to two (2) reviews of each construction submittal.
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items.
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work.

COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for a lump sum fee of \$124,000.00, provided the Cost of the Work does not exceed \$1,900,000.00.

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 Phase		\$19,800.00
Design Development Phase		\$29,720.00
Construction Documents Phase	e	<u>\$74,480.00</u>
To	tal Basic Services Fee	2 :\$124,000.00
Additional Services:		
As requested		At Hourly Rates listed below
Bidding/Negotiation Phase		\$5,200.00
Construction Administration Ph	ase	\$32,300.00
Each additional Site Visit (beyo		

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 \$750.00.

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 (2023):

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	
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
Mark-up for hourly Projects (indirect costs, OH & P)	

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 12 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.

Cocepted (Signature)

Robert Mellor Village Manager

By (printed name and title)

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



Exhibit A

Carol Stream Public Works Phase III Improvement Project

High Priority	Medium Priority	Low Priority
Zoned Climate Control in Admin Building	Refinish floor in water garage	Touch up and spot finish floor in north garage
Redesign Lunchroom	Refinish floor in south garage	Add bathroom to south garage
Men's and women's locker room rehab	Touch up and spot finish floor in mechanics garage	Add bathroom to north garage
Storage Needs for files	Replace AC in Cody's Office located in south garage	Rekey all exterior doors
Adding additional overhead door to south garage	Fall arrest beams in south and mechanics garage	Rekey all interior doors
Truck Scale	Secure outside access from mechanics garage to admin.	Replace vehicle exhaust system in mechanic garage
Replace AC units in Mechanics Garage	Require prox card access to Admin side of building	
Replace heaters in Water Garage	Supervisor Office Furniture (Jason, Cody, Andrew)	
Add recirculator to hot water		
New flooring in Admin Building		
Exhaust system for locker rooms		

Village of Carol Stream Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Adam Frederick, Assistant Village Engineer

DATE: September 10, 2024

RE: Morton Road Reconstruction Project, North Avenue to St.

Charles Road (22-00067-00-WR) - Change Order No. 3, Final

Payment and Acceptance

In June of 2022, the Village Board awarded the referenced project to Schroeder Asphalt Services, Inc. in the amount of \$565,930.50. In June of 2023 the Board approved Change Order 1 in the amount of \$36,834.40 related to utility company relocation delays. In November of 2023 the Board approved Change Order 2 in the amount of \$6,300.00 to relocate the street lighting electric meter pedestal based on ComEd requirements. These change orders bring the current contract value to \$609,064.90.

After project completion and final quantities were measured, the final project cost is \$593,600.57, \$15,464.33, (2.5%) under the current contract amount. The final contract value is based on final measured quantities in the field.

Staff therefore recommends approval of balancing Change Order No. 3 in the amount of \$-15,464.33, acceptance of the improvements and final payment to Schroeder Asphalt Services, Inc. in the amount of \$77,742.15 for the Morton Road Reconstruction Project.

Cc: William N. Cleveland, Director of Engineering Services

Jon Batek, Finance Director

Attachments: Change Order #3 Final Invoice Final Quantity Sheet

CHANGE ORDER NO. __3_

PROJECT: Morton Road Reconst	tructi	ion Project	DATE OF ISSUANCE: 09/06/2024
OWNER: Village of Carol Stream	m		
CONTRACTOR: Schroeder Asph	alt S	ervices	
You are directed to make the follow	ving	changes in the	Contract Documents:
Description: Final	bala	ncing Change	Order 3
Purpose of Change Order: Final	bala	nncing Change	Order based on final measured quantities.
Attachments: None	e.		
The state of the s			CHANGE IN CONTRACT TIME:
CHANGE IN CONTRACT PRICE	E;		CHANGE IN CONTRACT TIME.
Original Contract Price:	\$:	565,930.50	Original Contract Time: 45 Working Days
Previous Change Orders:	\$	43,134.40	Change from previous Change Orders: None
Current Contract Price:	\$	609,064.90	Current Contract Time: 45 Working Days
Net increase/(decrease) of this Change Order:	\$	(15,464.33)	Net increase/(decrease) of this Change Order: None
Contract Price with this Change Order:	\$:	593,600.57	Contract Time with this Change Order: 45 Working Days
Pursuant to Public Act 85-1295, the foreseeable at the time the Contract in the best interest of the Village.	e circ was	umstances whi signed, the ch	ich necessitate this Change Order were not reasonably ange is germane to the original contract as signed, and are
RECOMMENDED:		APPROVED:	ACCEPTED:
Engineering Services Dept.	7	Village of Card	ol Stream Schroeder Asphalt Services
By: William N. Cleveland Director of Engineering Services	E	By: William H Village Ma	

T:\Forms - Word Processing\General\Change Order.doc



PO BOX 831 HUNTLEY, IL 60142

Bill To

VILLAGE OF CAROL STREAM 500 NORTH GARY AVE. CAROL STREAM, IL. 60188 PHONE: 815-923-4380 FAX: 815-923-4389

Invoice

Date	Invoice #
8/29/2024	2024-313

Project

MORTON ROAD RECONSTRUCTION - 222063

Description	Unit	Quantity	Unit Price	Amount
Total Amount Due - Final Pay Estimate		1	77,742.15	77,742.15
	Tota	a 1	:	\$77,742.15
	1000			
	Pay	ments/C	redits	\$0.00
	Ba	lance D	ue <i>\$7</i>	7,742.15

Invoice #2024-313 Invoice Date: 8/29/24 Dates Billed: to 8/29/24

PO#

Job Name: Morton Road

Job #: 222063

Owner
Village of Carol Stream
500 N Gary Ave
Carol Stream, IL 60188

Contractor Schroeder Asphalt Services, Inc.

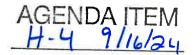
P.O. Box 831

Huntley, IL 60142

							Previous		Quantities			
		Contract				Contract	Quantities	Current	Billed	C	Current	Amount
	Description	Quantities	Unit	U	nit Price	Amount	Billed	Quantities	0.25		mount	to Date
1	Mobilization	1	Isum	\$ '	17,300.00	\$ 17,300.00	1	0	1	\$	*	\$ 17,300.00
2	Traffic Control and Protection	1	Isum	\$ *	13,000.00	\$ 13,000.00	1	0	1	\$		\$ 13,000.00
3	Inlet Filters	8	ea	\$	150.00	\$ 1,200.00	8	0	8	\$	2	\$ 1,200.00
4	Perimeter Erosion Barrier	540	ft	\$	5.50	\$ 2,970.00	0	0	0	\$		\$ *
5	Earth Excavation	400	су	\$	34.00	\$ 13,600.00	850.75	0	850.75	\$	*	\$ 28,925.50
6	Rem & Disposal of Uns Material	150	су	\$	20.00	\$ 3,000.00	0	0	0	\$	3	\$ ·
7	Non-Special Waste Disposal	50	су	\$	100.00	\$ 5,000,00	0	0	0	\$	*	\$ 2
8	Geotch Fab. For Ground Stab	2,050	sy	\$	1.15	\$ 2,357.50	0	0	0	\$	8	\$ 9
9	Uncontaminated Soil Certif	1	Isum	\$	1,500.00	\$ 1,500.00	0	0	0	\$	9	\$ -
10	Top Soil Fumish and Place 4"	2,200	sy	\$	6.60	\$ 14,520.00	2120	0	2120	\$	2	\$ 13,992.00
11	Seeding, Class 1 (w/Fertilizer)	2,200	sy	\$	1.50	\$ 3,300.00	2120	0	2120	\$	-	\$ 3,180.00
12	Erosion Control Blanket	2,200	sy	\$	1.40	\$ 3,080,00	2120	0	2120	\$	25	\$ 2,968.00
13	Driveway Pavement Removal	60	sy	\$	30.00	\$ 1,800.00	61	0	61	\$	•	\$ 1,830.00
14	HMA Driveway Pavement	60	sy	\$	40.00	\$ 2,400.00	61	0	61	\$	-	\$ 2,440.00
15	Stone Rip-Rap Class A3, RR3	32	ton	\$	125.00	\$ 4,000.00	0	0	0	\$	351	\$ 7.50
16	Storm Sewer Removal	200	ft	\$	23.10	\$ 4,620.00	200		200	\$		\$ 4,620.00
17	Pipe Culvert Removal	85	ft	\$	23.10	\$ 1,963.50	85	0	85	\$	340	\$ 1,963.50
18	FES To Be Removed	9	ea	\$	310.00	\$ 2,790.00	9	0	9	\$	{ * €	\$ 2,790.00
19	Remove Storm Structures	2	ea	\$	625.00	\$ 1,250.00	2	0	2	\$	-	\$ 1,250.00
20	Relocate Signs	2	ea	\$	440.00	\$ 880.00	0	0	0	\$	590	\$ 2€3
21	Comb Curb Gutter Removal	60	ft	\$	20.00	\$ 1,200.00	60	0	60	\$		\$ 1,200.00
22	Pavement Removal, Special	900	sy	\$	12.00	\$ 10,800.00	900	0	900	\$	1.00	\$ 10,800.00
23	HMA Surf. Removal - Butt Joint	122	sy	\$	10.00	\$ 1,220.00	122	О	122	\$	(37)	\$ 1,220.00
24	HMA Surf, Rem. Var. Depth	1,700	sy	\$	4.50	\$ 7,650.00	1777	0	1777	\$	8	\$ 7,996.50
25	Agg. Base Course Ty B, 12"	1,050	ton	\$	25.30	\$ 26,565.00	1064.32	0	1064.32	\$	(*)	\$ 26,927.30
26	Porous Gran, Embankment	270	ton	\$	16,50	\$ 4,455.00	159	0	159	\$		\$ 2,623.50
27	Strip Refl Crack Control Treat	310	ft	\$	5.50	\$ 1,705.00	0	0	0	\$	1946	\$ *
28	HMA Surf Course Mix D, N50	365	ton	\$	121.00	\$ 44,165.00	353.67	0	353.67	\$	189	\$ 42,794.07
29	HMA Binder Crse, IL 19.0, N50	750	ton	\$	103.40	\$ 77,550.00	750	0	750	\$	23	\$ 77,550.00
30	HMA Base Course, 6"	500	ton	\$	110.00	\$ 55,000.00	500	0	500	\$	*	\$ 55,000.00
31	Comb Concrete C& G, B6.12	1,050	ft	\$	33.00	\$ 34,650.00	1050	0	1050	\$	-	\$ 34,650.00
32	Barrier Curb Remove&Replace	22	ft	\$	50.00	\$ 1,100.00	22	0	22	\$	=:	\$ 1,100.00
33	Field Drain Line Removal	60	ft	\$	16.50	\$ 990.00	60	0	60	\$	5	\$ 990.00
34	San. Manholes to be Adjusted	1	ea	\$	1,250.00	\$ 1,250.00	0	1	1	\$	1,250.00	\$ 1,250.00
35	Connect to Exist Storm Sewer	6	ea	\$	290.00	\$ 1,740.00	6	0	6	\$	*	\$ 1,740.00
36	Storm Sewer 6" Dia ADS Pipe	70	ft	\$	75.20	\$ 5,264.00	90	0	90	\$		\$ 6,768.00
37	Storm Sewer 12"Dia RCP w/RG	112	ft	\$	98.45	\$ 11,026.40	112	0	112	\$	2	\$ 11,026.40
38	Storm Sewer 12" Dia DIP	130	ft	\$	150.70	\$ 19,591.00	123	0	123	\$	*	\$ 18,536.10
39	Storm Sewer 15"Dia RCP w/RG	150	ft	\$	60.50	\$ 9,075,00	150	0	150	\$	~	\$ 9,075.00
40	Storm Sewer 18"Dia RCP w/RG	270	ft	\$	83.60	\$ 22,572.00	266	0	266		*	\$ 22,237.60
41	Storm Sewer 24"Dia RCP w/RG	220	ft	\$	91.85	\$ 20,207.00	220	0	220	\$	ŝ	\$ 20,207.00

42	PRC FLAR End Sec 12"w/Grate	2	ea	\$ 2,013.00	\$ 4,026.00	2	0	2 \$	(2)	\$	4,026.00	
43	PRC FLAR End Sec 18 ^B w/Grate	2	ea	\$ 2,233.00	\$ 4,466.00	2	0	2 \$		\$	4,466.00	
44	Inlet TYA, w/Type11 FR & GR	4	ea	\$ 2,557.50	\$ 10,230.00	4	0	4 \$	5.70	\$	10,230.00	
45	Inlet TY A, w/TY1 FR & GR	1	ea	\$ 2,997.50	\$ 2,997.50	1	0	1 \$	8.00	\$	2,997.50	
46	MH TY A, 4' W/TY1 FR &CL	2	ea	\$ 4,345.00	\$ 8,690.00	2	0	2 \$	1.00	\$	8,690.00	
47	MH TY A, 6' W/TY1 FR & CL	1	ea	\$ 7,665.50	\$ 7,665.50	1	0	1 \$	25	\$	7,665_50	36
48	CB TY C W/TY 11 FR & GR	4	ea	\$ 2,970.00	\$ 11,880.00	4	0	4 \$		\$	11,880.00	
49	St Ctrl St, 6' T1 FR&OL&Snout	1	ea	\$ 13,970.00	\$ 13,970.00	1	0	1 \$	-	\$	13,970.00	
50	CB TY A 4' W TY 1 FR & CL	2	ea	\$ 4,114.00	\$ 8,228.00	2	0	2 \$	20	\$	8,228.00	
51	THPL PVT MK Line, 4"	2,250	ft	\$ 2.05	\$ 4,612.50	0	0	2130 \$	*	\$	4,366.50	
52	THPL PVT MK Line, 6"	470	ft	\$ 2.15	\$ 1,010.50	0	0	421 \$	- 8	\$	905.15	
53	THPL PVT MK Line, 12"	120	ft	\$ 8.50	\$ 1,020.00	0	0	137 \$	2	\$	1,164.50	
54	THPL PVT MK Line. 24"	50	ft	\$ 12.00	\$ 600.00	0	0	50 \$		\$	600.00	
55	THPL PVT MK Letters & Sym	37	sf	\$ 13.00	\$ 481.00	0	0	36.8 \$	일	\$	478.40	
56	Epoxy PVT MK Line, 4"	150	ft	\$ 10.00	\$ 1,500.00	154.4	0	154.4 \$		\$	1,544.00	
57	Epoxy PVT MK Line, 6"	75	ft	\$ 13.00	\$ 975.00	75.3	0	75.3 \$	2	\$	978.90	
58	Epoxy PVT MK Line, 24"	40	ft	\$ 29.00	\$ 1,160.00	38.3	0	38.3 \$	₩.	\$	1,110.70	
59	Epoxy PVT MK LTR/SYM	67	sf	\$ 29.50	\$ 1,976.50	64.1	0	64.1 \$		\$	1,890.95	
60	Changeable Message Sign	20	cal day	\$ 60.00	\$ 1,200.00	0	0	0 \$	3	\$	2	
61	Lighting Unit complete	2	ea	\$ 5,650.00	\$ 11,300.00	2	0	2 \$	*	\$	11,300.00	
62	Light Pole Helix Foundation	2	ea	\$ 1,410.00	\$ 2,820.00	2	0	2 \$		\$	2,820.00	
63	Grd Mounted Meter Pedestal	1	ea	\$ 3,550.00	\$ 3,550.00	1	0	1 \$	2	\$	3,550.00	
64	Lighting Elect Cable in Conduit	350	ft	\$ 21.00	\$ 7,350.00	330	160	490 \$	3,360.00	S	10,290.00	
65	Construction Layout	1	Isum	\$ 7,800.00	\$ 7,800.00	1	0	1 \$	· ·	\$	7,800.00	
66	San Mh Adj w/ New FR& CL	1	ea	\$ 2,000.00	\$ 2,000.00	0	1	1 \$	2,000.00	\$	2,000.00	
67	Temporary Concrete Barrier	250	ft	\$ 57.00	\$ 14,250.00	114	0	114 \$	22	\$	6,498.00	
68	Impact Atten. Temp, NR, N, TL2	2	ea	\$ 4,200.00	\$ 8,400.00	2	0	2 \$	- 2	S	8,400.00	
69	Inlet and Pipe Protection	2	ea	150	\$ 300.00	2	0	2 \$	*	\$	300.00	
70	AUP #2 Relocate Meter & Bore 1.52" HDPE	1	Isum	6300	\$ 6,300.00		1	1 \$	6,300.00	\$	6,300.00	

Original Contract Amount	\$ 609,064.90
Change Order Amount	\$ 220
Total Contract	\$ 609,064.90
Work Completed to Date	\$ 593,600.57
	\$ -
Total Complete/Stored/Pendin	\$ 593,600.57
Less Retainage	
Total (Less Retainage)	\$ 593,600.57
Adjustments	\$ (*)
Less Previously Requested	\$ 515,858.41
Amount Due This Request	\$ 77,742.15





Carol Stream Police Department Memorandum

TO: William Holmer, Village Manager

FROM: Donald Cummings, Chief of Police

DATE: September 11, 2024

RE: REQUEST TO PURCHASE – VEHICLES

BACKGROUND

Together with the Public Works and Finance Departments, we maintain a replacement schedule for vehicles within the Police Department. This year's replacement schedule plans for the following five cars to be replaced:

Year	Make/Model	Current Mileage
2013 (#631)	Nissan Pathfinder (unmarked)	74,000
2013 (#629)	Dodge Ram (unmarked)	73,700
2012 (#628)	Dodge Caravan (unmarked)	72,000
2017 (#673)	Dodge Charger	60,100
2019 (#691)	Dodge Charger	68,515

SUBJECT

Within the current fiscal year, replacement vehicles for Squad 631 and 673 have already been purchased with Board approval. The purpose of this memorandum is to focus on replacing the remaining vehicles; Squad 629, Squad 628, and Squad 691. Each of the proposed vehicles seeking approval are available for purchase through Currie Motors Fleet with a competitive price established by the Suburban Purchasing Cooperative (SPC).

Squad 629 has been assigned to the Traffic Safety Unit (TSU) and is at the end of its useful life. Squad 629 will be removed from the fleet and ultimately surplussed. This vehicle will be replaced with a 2024 Ford F-150 Police Interceptor pick-up. The truck will aid in the storage and transport of large equipment items assigned to TSU, such as portable truck scales and speed enforcement signs. The vehicle will also aid in towing the TSU trailer.

Squad 628 has been assigned to the Community Relations Unit (CRU) and is also approaching the end of its useful life as an official vehicle. Upon being removed from rotation, Squad 628 will remain in the fleet as a training vehicle. This vehicle will be replaced with a 2024 Ford F-150 Police Interceptor pick-up. The truck will aid in the storage and transport of

W

large items required for community events, as well as towing the "Blue Scoop's" ice cream trailer.

Squad 691 has been assigned to the Patrol Division, and has bene utilized as a fully marked squad car. As the vehicle approaches the end of its operational life as a patrol vehicle, it will be reassigned to CRU as the CCSD93 School Resource Officer (SRO) official vehicle. The current vehicle being utilized by the SRO will eventually be surplussed. Squad 691 will be replaced with a 2025 Ford Utility (Explorer) Police Interceptor. The replacement vehicle will be outfitted as a fully-marked squad car.

I have reviewed this plan with the Finance Director and there are funds available in the vehicle replacement fund to support this purchase.

RECOMMENDATION

I recommend that we waive competitive bidding as authorized in section 5-8-14 of the Village Code, and purchase two (2) 2024 Ford F150 Police Interceptor pickup trucks and (1) 2025 Ford Utility (Explorer) Police Interceptor from Currie Motors Fleet for a total cost of \$142,209.

COMMUNITY ABLATIONS

2024
Ford F150 Police Interceptor
Currie Motors Fleet



Starting Price \$46,145.00



Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation

Model/ Series/ Availability

- 1 Available Rated Model
- 3.5 V6 EcoBoost 4x4 145"WB

Mechanical

- Two-Speed Automatic Torque on Demand 4WD with Neutral Towing Capability (Includes 4A mode for Set and Forget)
- Alternator- 240 amp
- Axle, Front Independent Front Suspension (IFS)
- Brakes- 4 Wheel Disc with ABS
- Class IV Trailer Hitch (Incl. Smart Trailer Tow Connector, 4-pin/7pin wiring, Class IV trailer hitch receiver)
- Electric Parking Brake
- Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/ Tow-Haul/Snow-Wet/EcoSelect/Sport
- Engine Hour meter
- Engine Idle-Hour Meter
- Fail-Safe Cooling
- Jack
- Electronic Parking Brake
- SelectShift Automatic Transmission with Progressive Range Select
- Shock Adsorbers, Gas Heavy-Duty, Front
- Shock Adsorbers, Gas Heavy-Duty, Outboard Mounted, Rear
- Springs, Front-Coil
- Springs, Rear-Leaf, Two-Stage Variable Rate
- Upgraded Stabilizer Bar, Front
- Steering- Power, Rack-and-Pinion

Exterior

- Badges- Tailgate
- Bumpers and Fascia, Front-Black
- Bumper, Rear- Black
- Cargo Lamp- Integrated with Center High Mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel Capless Fuel-Filter
- Exhaust Single Rear
- F-150 Fender Badge
- Fuel Tank- Standard Range 26 Gallon
- Fully Boxed Steel Frame
- Grille- Black Two Bar Style with Black Nostrils and Black Surrounds
- Handles, Black Door and Tailgate with Black Bezel
- Hooks- Pickup Box Tie-Down, four (4)
- Hooks- Front Tow 4x4, two (2)
- Mirrors, sideview- Manual -folding, Power Glass with Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier-Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate- removable

- Tires- LT265/70R 18 BSW (A/T)
- Trailer Sway Control
- Trailer Towing- 4-pin/7-pin wiring, Class IV trailer hitch receiver
- Wheels- 18" Steel Wheel
- · Wipers- Intermittent speed

Interior/Comfort

- 1st Row Power Windows
- 2nd Row Power Windows
- 4" Productivity Screen in Instrument Cluster
- 12" Center-stack Screen Touchscreen w/Audio Controls
- · Air Conditioning Registers- Black Vanes with Chrome Knob
- Black Vinyl Floor Covering
- Cruise Control
- · Center Consol Mounting Plate
- Red/White Task Lighting in Overhead Console
- Fade-to-Off Interior Lights
- Gauges and Meters- Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
- Horn- Dual-Note
- Illuminated Entery
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Power Door Locks
- Powerpoint (2) 12V- Front
- Rear Driver-side/Passenger-side Solat Tint
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Door
- Seat, Front
 - o Police-grade heavy-duty cloth 40/blank/40 with reduced bolsters
 - o 8-Way power driver/manual passenger
 - o Built-in steel intrusion plates in both front-seatbacks
- Seat, Rear-Vinyl, 60/40 flip-up split seat with elongated cushion
- Speedometer- Calibrated (includes digital readout)
- Steering Wheel, Black Urethane- Manual Tilt/Telescoping and Manual Locking
- Universal Top Tray- Center of I/P for mounting aftermarket equipment
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- Advance Trac® w/RCS® (Roll Stability Contril)
- Airbags
- Autolock
- Door Lock Cylinders (Front Drive/ Passenger door)
- Fixed LED Headlamps
- Illuminated Entry
- Rainlamp Wiper Activated Headlamps
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking
- Seat Belts, Active Restraint System (ARS. Three-point Manual Lap/Shoulder Belts with Heights Adjusters, Pretensioners & Autolock Features for Child Seats

- SOS Post- Crash Alert System™
- Simple Fleet Key- (Inner-milled, w/o microchip, easy to replace; 4-keys)
- Pre-Collision Assistant with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Tire Pressure Monitoring System (TPMS)

Driver Assist Technology

- Autolamp- Auto On/Off Headlamps
- Rear View Camera with Dynamic Hitch Assist
- Hill Start Assist
- SYNC®4

Functional

- AM/FM Stereo- 6 speakers
- BLIS
- Dark Car
- Fleet Telematics Modem
- Rear power lug located underneath rear seat to accommodate Police upfitting;
 One (1) 80-amp battery ground circuit
- Police Engine Idle
- UIS (Upfitter Interface System)

FX4 OFF-ROAD PACKAGE

- 3.31 Electronic-locking rear-axle
- Hill Descent Control
 - FX4 OFF-ROAD PACKAGE (Continued)
- Off-Road tuned front shock absorbers
- Skid plates: fuel tank, transfer case and front differential

WARRENTY

• 3 Year/ 36,000 Miles Bumper/Bumper

POWERTRAIN CARE EXTENDED SERVICE PLAN

• 5-Year/ 100,000- mile Powertrain CARE Extended Service Plan (zero deductible) = Standard

F150 Police Responder

Options Price List

Currie Motors Fleet

Nic Cortellini

ncortellini@curriemotors.com

Model	
W1P-Supercrew (XL) 4x4 145.0 in Wheelbase, 5.5' BOX	\$46,145.00
Engine	
✓ 998- 3.5L EcoBoost✓ 44G- Electronic 10 speed Automatic Transmission	STD STD
Axle	
✓ XL3- E-locking 3.31 axle	STD
Wheels	
✓ 64H- 18" Aluminum Wheels	\$442.00
Other Ontions	

Other Options

	168- Color-Coordinated Carpet with Carpeted Matching Floor Ma	ats \$	137.00
	(Optional: Packaged with 19A)		
	435- Power- Sliding Rear-Window (requires 924)	\$ 418.	00
\overline{V}	595- Fog Lamps	\$ 132.	00
7	924- Rear Privacy Glass with Defrost	\$ 91.0	0
\Box	942- Daytime Running Lamps	\$ 41.0	0
П	17C- Front/Rear Chrome Bumpers (Requires 595)	\$ 164.	00
7	18B- Running Boards, Black Platform	\$ 232.	.00
П	41A- Badge Delete	\$ 0.00)
\Box	41H- Engine Block Heater	\$ 82.0	00
П	47R- Floor Liner – Tray Style (requires 19A or 168)	\$182.	.00
	54R- Dual Power Glass/Manual Folding Mirrors w/Heat/Turn-	\$ 368	.00
_	(Requires Either 59C or 59; OR 59E/59F/59G/59J)		
	54Y- Manually Telescoping/ Power Glass/Manual-Folding	\$282.	00
	Trailer Tow Mirrors		
	59S- Super Puddle (LED Puddle/Side Mirror Light) (requires 924)	\$164	.00
П	19A- Interior Upgrade Package	\$555.	.00
口	61P- Power Passenger Seat 8 Way		\$273.00
	62B- Keyed Alike- 1284x		\$46.00

62C- Keyed Alike- 1294x	\$46.00
62E- Keyed Alike- 1435x	\$46.00
62J- Keyed Alike- 1111x	\$46.00
62D- Keyed Alike- 0135x	\$46.00
62F- Keyed Alike- 0576x	\$46.00
62G- Keyed Alike- 0151x	\$46.00
67P- Remote Keyless-Entry Key Fob	\$319.00
67T- Integrated Trailer Brake Control	\$255.00
76R- Reverse Sensing System	\$ Std
85H- Back Up Alarm System	\$119.00
96L- Rear Wheel Arch Liner	\$164.00
153- Front License Plate Bracket (where available)	\$ N/C
59C- Spot Lamp Prep Kit, Driver Only	\$132.00
59D- Spot Lamp Prep Kit, Dual Driver and Passenger	\$260.00
59E- DRIVER LED SPOTLAMP (UNITY)	\$368.00
59G- DRIVER/PASSENGER LED SPOTLAMP (UNITY)	\$578.00
59F- DRIVER LED SPOTLAMP (WHELEN)	\$392.00
59J- DRIVER/PASSENGER LED SPOTLAMP (WHELEN)	\$619.00
17R- 2 ^{ND-} ROW DOOR CONTROLS INOPERABLE (HANDLES,	\$164.00
LOCKS, WINDOWS)/ CLOSEOUT PANEL	
60R- REAR CONSOLE PLATE	\$54.00
60F- FRONT CONSOLE MOUNTING PLATE DELETE (RCM	\$0.00
COVER INSTALLEED AT KCAP)	
DEALER INSTALLED OPTIONS On All Models Unless Noted	
A9PAB- Foldable Pick Up Box Extender	\$860.00
FIXAD- Smoker's Package (Ash Cup w/Coin holder)	\$46.00
TIMAD SHoker's rackage (1011 cap w/ com horder)	¥ 10.00
MADD AND THE	
WARRANTIES	
D 2 (400,000 11 D. min Core \$2.765,00	
3 year/ 100,000 miles Premium Care - \$2,765.00 5 year/ 100,000 miles Premium Care - \$2,870.00	
3 year/ 100,000 miles Extra Care - \$2,430.00	
5 year/ 100,000 miles Extra Care - \$2,450.00	
5 year/ 125,000 miles Extra Care - \$2,520.00 5 year/ 125,000 miles Power Train Care - \$2,575.00	
6 year/ 125,000 miles Power Train Care - \$2,650.00	
o year/ 123,000 filles rower fram care \$2,000.00	

COLOR AND TRIM

Exterior

UM- Agate Black Metallic ✓ M7- Carbonized Gray Metallic HX- Antimatter Blue Metallic B3- Atlas Blue Metallic JS- Iconic Silver Metallic YZ- Oxford White GR- Green MB- Orange B1- School Bus Yellow E4- Vermillion Red AT- Yellow	\$N/C \$N/C \$N/C \$N/C \$N/C \$N/C \$N/C \$N/C
Interior	
PB- Black w/HD-Police-Grade Cloth 40/Blank/40	\$N/C
Front-Seats XB- Black w/ HD- Police-Grade Cloth 40/Console/40- Front Seats	\$N/C
VSO Options BD2- Black Front Fascia	\$N/C
MISC Options Rustproofing	\$395.00
4- Corner LED Strobes ✓ Certificate of Origin	\$1,395.00 \$N/C
✓ Delivery Greater than 50 Miles of ✓ License & Title Municipal (Police Plates)	\$175.00 \$395.00

Title Name	Village of Carol Stream	:
Title Address	500 N. Gary Avenue	:
Title City	Carol Stream	
Titel Zip Code	60188	:
Contact Name	Commander John Bucholz	
Phone Number	, (630) 871-6299	
PO Number	466-3214	0 :
FIN Code	36-2510906	:
Tax Exempt Nu	mber E99974509	:
	nount \$47,931.00	:
Delivery Addre	FOO N. Com. Avg. Corol Stroom 60100	:

*Orders Require a Signed Original Purchase Order and Tax-Exempt Letter

Submitted to:

Currie Motors Commercial Center 10125 W Laraway

Frankfort IL 60423

Nic Cortellini

Phone: (815)464-9200

ncortellini@curriemotors.com

Tom Sullivan

Phone: (815)412-3227

tsullivan@curriemotors.com



2025 Ford Utility Interceptor Contract #204

\$47,615.00



Currie Motors Fleet

Nico People to do Business With/

Production Begins May 2024

Hybrid Motors are Late Availability



2025 Ford Utility Interceptor

\$47,615.00

Standard Features

MECHANICAL ●3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System —Standard ●AWD Drivetrain

Transmission — 10-speed automatic, police calibrated ●Lithium-Ion Battery Pack ●Brakes — Police calibrated highperformance regenerative braking system(Hybrid Only) ● 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
●Brake Rotors — large mass for high thermal capacity and calipers with large swept area. ●Electric Power-Assist Steering
(EPAS) — Heavy-Duty ●DC/DC converter — 220-Amp ●Cooling System — Heavy-duty, Engine oil cooler and transmission oil
cooler ●Engine Idle Hour Meter ●Powertrain mounts — Heavy-Duty ●Class III Trailer Hitch Receiver and (2) recovery
hooks ● Class III Trailer Tow Lighting Package ●Wheels — Heavy-duty steel, vented with center cap — Full size spare tire
w/TPMS ●50-State Emissions System ● H8 AGM Battery ● Engine Idle Control ●Manual Police Pursuit Mode

EXTERIOR •Antenna, Roof-mounted •Cladding – Lower body-side cladding •Door Handles – Black

• Exhaust, True Dual • Daytime Running Lamps – Configurable ON/OFF through instrument cluster • Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) • Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass • Grille – Black • Headlamps – Automatic, LED Low-and-High-Beam • Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder • Mirrors – Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter • Spare – Full size 18" Tire w/TPMS • Spoiler – Painted Black • Lift-gate Handle • Tail lamps – LED • Tires – 255/60R18 A/S BSW • Wheel-Lip Molding – Black • Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover • Windshield – Acoustic Laminated • Unity LED Drivers Spot Light • Rear Tail Light Housing

INTERIOR/COMFORT • Cargo Hooks in cargo area • Climate Control – Dual-Zone Electronic Automatic Temperature

Control • Door-Locks— Power • Rear-Door Handles and Locks In-Operable • Fixed Pedals (Driver Dead Pedal) • Floor

– Heavy-Duty Thermoplastic Elastomer • Glove Box – Locking/non-illuminated • Grab Handles • Heated Sanitization

Solution • Lift gate Release Switch located in overhead console (45 second timeout feature) • Lighting— Overhead

Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light • Mirror – Day/night Rear View

• Particulate Air Filter • Power points – (1) First Row • Rear-door closeout panels • Rear-window Defrost • Scuff Plates –

Front & Rear • Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6
way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way

manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks —

2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) • Speed (Cruise) Control • Speedometer —

Calibrated (includes digital readout) • Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated • Universal Top Tray – Center of I/P for mounting aftermarket equipment • Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature • Power Passenger Seat • Courtesy Lights Disabled • Rear Dome Light • Aux. Rear A/C

SAFETY/SECURITY ●Advance Trac® w/RSC® ●Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®●Anti-Lock Brakes (ABS) with Traction Control ● Brakes — Police calibrated high-performance regenerative braking system ●Belt-Minder® (Front Driver / Passenger)●Child-Safety Locks ●Individual Tire Pressure Monitoring System (TPMS)●LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations ●Rearview Camera viewable on 8"Center Stack ● Seat Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row ●SOS Post-Crash Alert System™● Perimeter Alert ● Remote Keyless Fob ●BLIS ●Cross Traffic Brake Assist ●Pre-Collision Mitigation System ●Reverse Sensing System

Police Up-fit Friendly ●Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate) ●Console mounting plate ●Dash pass-thru opening for aftermarket wiring ●Headliner- easy to service ●Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). ● Grill Wiring ●100 Watt siren/Speaker Prep Kit

Functional •Audio — AM/FM / MP3 Capable / Clock / 4-speakers — SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display" • Easy Fuel® Capless Fuel-Filler •Fleet Telematics Modem to support Ford Pro™ Telematics •Front door tether straps (driver/passenger) •Power pigtail harness •Simple Fleet Key; 4-keys•Two-way radio pre-wire •Two (2) 50 amp battery power circuits — power distribution junction block (behind 2nd row passenger seat floorboard) •Wipers — Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper •Up fitter Interface System •PAITRO output tied to lift gate release switch •3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty •Delivery under 75 miles



Models

K8A	2025 Utility Interceptor Hybrid-Late Availability	47,615.00

OPTIONS-Mechanical/Functional

	99B-3.3L V-6 TI-VCT Motor NA with 99C Motor	-2661.00
	99C-3.0L Eco boost	893.00
	76D-Deflector Plate (engine and transmission shield)	320.00
\Box	41H-Block Heater	179.00
	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
\overline{V}	60R-Noise Suppression	94.00
	67U-Ultimate Wiring Kit	602.00
	67V-Connector Kit	188.00
	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,532.00
	18D-Global Lock/Unlock- Deletes 45 second Lift Gate Lock Release	N/C

Options-Exterior

	ACD D. D Char D. J.	94.00
\sqsubseteq	16P Rear Bumper Step Pad	
	65L 18" Wheel Covers	65.00
	Keyed Alike CODE	47.00
	942-Daytime Running Light-Cannot be Reprogrammed	47.00
\	68G- Rear Door Locks Inoperable	STD
	52P-Hidden Door Lock Plunger Includes 68G	150.00
П	43A-Rear Auxiliary Lights	376.00
	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
	51P-Drivers Side Spot Light Prep	132.00
一	51S-Dual Spot Lights-Unity	582.00
	51T-Drivers Spot Light-Whelen	394.00
П	51V-Dual Spot Lights-Whelen	629.00
	51W-Dual Spot Prep	264.00
	Spot Light Delete	-376.00
Ħ	63B-Side Marker Lights	320.00
\Box	63L-Quarter Glass Lights	546.00
$\overline{\Box}$	66A-Front Headlamp Package	846.00
\Box	66B-Tail Lamp Package	405.00
	66C-Rear Light Package	432.00
	16D-Badge Delete	N/C
ī	21L Front Auxiliary Light	546.00

Options-Interior

	47E 12.1" Integrated Computer Screen	3,478.00
	63V Cargo Vault (Lockable Small Compartment)	253.00
	65U Interior Upgrade Package	367.00
П	92R Solar Tint 2 nd Row (Deletes Privacy Glass)	85.00
\Box	92G Solar Tint 2 nd Row and Cargo Area (Deletes Privacy Glass)	112.00
\Box	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C

16C Carpet Floor Covering	141.00
F6 Ebony Cloth Seating	51.00
90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00

Exterior Colors

	E4-Vermillion Red
	JS-Iconic Silver
\Box	LK-Dark Blue
	LM-Royal Blue
	M7-Carbonized Gray
	TN-Silver Grey Metallic
	UJ-Sterling Gray
	UM-Agate Black
	YZ-Oxford White

Miscellaneous Options

1,395.00	bes	4-Corner LED Amber Strobes
395.00	Rustproofing (Does Not Include Undercoating)	
250.00		Delivery Over 75 Miles
N/C	✓ Certificate of Origin (Customer to Complete Licensing)	
203.00	pal Municipal Police	License and Title- Municipal
351.00		Passenger Title and Plates
H	3	Passenger Title and Plates

Title Name	Village of Carol Stream	
Title Address	500 N. Gary Avenue	
Title City	Carol Stream	
Title Zip Code	60188	
Contact Name	Commander John Bucholz	
Phone Number	(630) 871-6299	
PO Number	466-3215	
FIN CODE	36-2510906	
Tax Exempt Number	E99974509	
Total Dollar Amount	\$46,347.00	
Delivery Address	500 N. Gary Avenue	
	Carol Stream 60188	

^{*}Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:

Currie Motors Commercial Center

10125 W Laraway

Frankfort II 60423

PHONE: (815) 412-3227 Tom Sullivan tsullivan@curriemotors.com

Phone: (815)464-9200 Nic Cortellini ncortellini@curriemotors.com

Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation

TRAFFIC UNIT

2024 Ford F150 Police Interceptor Currie Motors Fleet



Starting Price \$46,145.00



Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation

Model/ Series/ Availability

- 1 Available Rated Model
- 3.5 V6 EcoBoost 4x4 145"WB

Mechanical

- Two-Speed Automatic Torque on Demand 4WD with Neutral Towing Capability (Includes 4A mode for Set and Forget)
- Alternator- 240 amp
- Axle, Front Independent Front Suspension (IFS)
- Brakes- 4 Wheel Disc with ABS
- Class IV Trailer Hitch (Incl. Smart Trailer Tow Connector, 4-pin/7pin wiring, Class IV trailer hitch receiver)
- Electric Parking Brake
- Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/ Tow-Haul/Snow-Wet/EcoSelect/Sport
- Engine Hour meter
- Engine Idle-Hour Meter
- Fail-Safe Cooling
- Jack
- Electronic Parking Brake
- SelectShift Automatic Transmission with Progressive Range Select
- Shock Adsorbers, Gas Heavy-Duty, Front
- Shock Adsorbers, Gas Heavy-Duty, Outboard Mounted, Rear
- Springs, Front- Coil
- Springs, Rear-Leaf, Two-Stage Variable Rate
- Upgraded Stabilizer Bar, Front
- Steering- Power, Rack-and-Pinion

Exterior

- Badges- Tailgate
- Bumpers and Fascia, Front- Black
- Bumper, Rear- Black
- Cargo Lamp- Integrated with Center High Mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel Capless Fuel-Filter
- Exhaust Single Rear
- F-150 Fender Badge
- Fuel Tank- Standard Range 26 Gallon
- Fully Boxed Steel Frame
- Grille- Black Two Bar Style with Black Nostrils and Black Surrounds
- Handles, Black Door and Tailgate with Black Bezel
- Hooks- Pickup Box Tie-Down, four (4)
- Hooks- Front Tow 4x4, two (2)
- Mirrors, sideview- Manual -folding, Power Glass with Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier-Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate- removable

- Tires- LT265/70R 18 BSW (A/T)
- Trailer Sway Control
- Trailer Towing- 4-pin/7-pin wiring, Class IV trailer hitch receiver
- Wheels- 18" Steel Wheel
- · Wipers- Intermittent speed

Interior/Comfort

- 1st Row Power Windows
- 2nd Row Power Windows
- 4" Productivity Screen in Instrument Cluster
- 12" Center-stack Screen Touchscreen w/Audio Controls
- · Air Conditioning Registers- Black Vanes with Chrome Knob
- Black Vinyl Floor Covering
- Cruise Control
- Center Consol Mounting Plate
- Red/White Task Lighting in Overhead Console
- Fade-to-Off Interior Lights
- Gauges and Meters- Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
- Horn- Dual-Note
- Illuminated Entery
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Power Door Locks
- Powerpoint (2) 12V- Front
- Rear Driver-side/Passenger-side Solat Tint
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Door
- Seat, Front
 - o Police-grade heavy-duty cloth 40/blank/40 with reduced bolsters
 - o 8-Way power driver/manual passenger
 - o Built-in steel intrusion plates in both front-seatbacks
- Seat, Rear-Vinyl, 60/40 flip-up split seat with elongated cushion
- Speedometer- Calibrated (includes digital readout)
- Steering Wheel, Black Urethane- Manual Tilt/Telescoping and Manual Locking
- Universal Top Tray- Center of I/P for mounting aftermarket equipment
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- Advance Trac® w/RCS® (Roll Stability Contril)
- Airbags
- Autolock
- Door Lock Cylinders (Front Drive/ Passenger door)
- Fixed LED Headlamps
- Illuminated Entry
- Rainlamp Wiper Activated Headlamps
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking
- Seat Belts, Active Restraint System (ARS. Three-point Manual Lap/Shoulder Belts with Heights Adjusters, Pretensioners & Autolock Features for Child Seats

- SOS Post- Crash Alert System™
- Simple Fleet Key- (Inner-milled, w/o microchip, easy to replace; 4-keys)
- Pre-Collision Assistant with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Tire Pressure Monitoring System (TPMS)

Driver Assist Technology

- Autolamp- Auto On/Off Headlamps
- Rear View Camera with Dynamic Hitch Assist
- Hill Start Assist
- SYNC®4

Functional

- AM/FM Stereo- 6 speakers
- BLIS
- Dark Car
- Fleet Telematics Modem
- Rear power lug located underneath rear seat to accommodate Police upfitting;
 One (1) 80-amp battery ground circuit
- Police Engine Idle
- UIS (Upfitter Interface System)

FX4 OFF-ROAD PACKAGE

- 3.31 Electronic-locking rear-axle
- Hill Descent Control
 - FX4 OFF-ROAD PACKAGE (Continued)
- Off-Road tuned front shock absorbers
- Skid plates: fuel tank, transfer case and front differential

WARRENTY

• 3 Year/ 36,000 Miles Bumper/Bumper

POWERTRAIN CARE EXTENDED SERVICE PLAN

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

F150 Police Responder

Options Price List

Currie Motors Fleet

Nic Cortellini

ncortellini@curriemotors.com

Model		
√	W1P-Supercrew (XL) 4x4 145.0 in Wheelbase, 5.5' BOX	\$46,145.00
Engine		
✓	998- 3.5L EcoBoost 44G- Electronic 10 speed Automatic Transmission	STD STD
Axle		
\checkmark	XL3- E-locking 3.31 axle	STD
Wheels		
√	64H- 18" Aluminum Wheels	\$442.00
Other 0	Options	
	168- Color-Coordinated Carpet with Carpeted Matching Floor M (Optional: Packaged with 19A) 435- Power- Sliding Rear-Window (requires 924) 595- Fog Lamps 924- Rear Privacy Glass with Defrost 942- Daytime Running Lamps 17C- Front/Rear Chrome Bumpers (Requires 595) 18B- Running Boards, Black Platform 41A- Badge Delete 41H- Engine Block Heater 47R- Floor Liner – Tray Style (requires 19A or 168) 54R- Dual Power Glass/Manual Folding Mirrors w/Heat/Turn-(Requires Either 59C or 59; OR 59E/59F/59G/59J) 54Y- Manually Telescoping/ Power Glass/Manual-Folding Trailer Tow Mirrors 59S- Super Puddle (LED Puddle/Side Mirror Light) (requires 924) 19A- Interior Upgrade Package 61P- Power Passenger Seat 8 Way 62B- Keyed Alike- 1284x	\$ 418.00 \$ 132.00 \$ 91.00 \$ 41.00 \$ 164.00 \$ 232.00 \$ 0.00 \$ 82.00 \$ 368.00 \$ 282.00

62C- Keyed Alike- 1294x 62E- Keyed Alike- 1435x 62J- Keyed Alike- 1111x 62D- Keyed Alike- 0135x 62F- Keyed Alike- 0576x 62G- Keyed Alike- 0151x 767P- Remote Keyless-Entry Key Fob 67T- Integrated Trailer Brake Control 76R- Reverse Sensing System 85H- Back Up Alarm System 96L- Rear Wheel Arch Liner 153- Front License Plate Bracket (where available) 59C- Spot Lamp Prep Kit, Driver Only	\$46.00 \$46.00 \$46.00 \$46.00 \$46.00 \$319,00 \$255.00 \$ Std \$119.00 \$164.00 \$ N/C
59D- Spot Lamp Prep Kit, Dual Driver and Passenger	\$260.00
59E- DRIVER LED SPOTLAMP (UNITY)	\$368.00
59G- DRIVER/PASSENGER LED SPOTLAMP (UNITY)	\$578.00 \$392.00
59F- DRIVER LED SPOTLAMP (WHELEN) 59J- DRIVER/PASSENGER LED SPOTLAMP (WHELEN)	\$619.00
17R- 2 ^{ND-} ROW DOOR CONTROLS INOPERABLE (HANDLES,	\$164.00
LOCKS, WINDOWS)/ CLOSEOUT PANEL	¥101.00
60R- REAR CONSOLE PLATE	\$54.00
60F- FRONT CONSOLE MOUNTING PLATE DELETE (RCM	\$0.00
COVER INSTALLEED AT KCAP)	
DEALER INSTALLED OPTIONS On All Models Unless Noted A9PAB- Foldable Pick Up Box Extender FIXAD- Smoker's Package (Ash Cup w/Coin holder)	\$860.00 \$46.00
WARRANTIES	
3 year/ 100,000 miles Premium Care - \$2,765.00 5 year/ 100,000 miles Premium Care - \$2,870.00 3 year/ 100,000 miles Extra Care - \$2,430.00 5 year/ 100,000 miles Extra Care - \$2,520.00 5 year/ 125,000 miles Power Train Care - \$2,575.00 6 year/ 125,000 miles Power Train Care - \$2,650.00	

COLOR AND TRIM

Exterior

✓ UM- Agate Black Metallic M7- Carbonized Gray Metallic HX- Antimatter Blue Metallic B3- Atlas Blue Metallic J5- Iconic Silver Metallic YZ- Oxford White GR- Green MB- Orange B1- School Bus Yellow E4- Vermillion Red AT- Yellow	\$N/C \$N/C \$N/C \$N/C \$N/C \$N/C \$N/C \$N/C
Interior	
PB- Black w/HD-Police-Grade Cloth 40/Blank/40 Front-Seats XB- Black w/ HD- Police-Grade Cloth 40/Console/40- Front Seats	\$N/C \$N/C
VSO Options BD2- Black Front Fascia	\$N/C
MISC Options Rustproofing 4- Corner LED Strobes Certificate of Origin Delivery Greater than 50 Miles of License & Title Municipal (Police Plates)	\$395.00 \$1,395.00 \$N/C \$175.00 \$395.00

Title Name	Village of Carol Stream	:
Title Address	500 N. Gary Avenue	:
Title City	Carol Stream	<u>:</u>
Titel Zip Code	60188	:
Contact Name	O La la la Decala alla	
Phone Number	, (630) 871-6299	:
PO Number	466-3214	# :
FIN Code	36-2510906	:
Tax Exempt Nu	mber E99974509	:
	nount \$47,931.00	
Delivery Addre	FOO N. Com. Ava. Caral Stroom 60100	:

*Orders Require a Signed Original Purchase Order and Tax-Exempt Letter

Submitted to:

Currie Motors Commercial Center

10125 W Laraway

Frankfort IL 60423

Nic Cortellini

Phone: (815)464-9200

ncortellini@curriemotors.com

Tom Sullivan

Phone: (815)412-3227

tsullivan@curriemotors.com

Village of Carol Stream

Interdepartmental Memo

TO:

William Holmer, Village Manager

FROM:

Gregory R. Ulreich, Civil/Stormwater Engineer 6RU

DATE:

September 12, 2024

RE:

Emergency Repair to Sanitary Sewer (120 S Gary Ave)

Waiving of Bids per § 5-8-3 (B)

On April 15, 2024 RedZone Robotics inspected the sanitary sewer along Gary Avenue. Their inspection from the upstream manhole was abandoned due to an obstruction at 234.8 feet, which is just north of the entrance to the Pilot gas station. While RedZone Robotics provided a still image to staff on May 16th, technical issues delayed the video delivery until June 28th.

Upon reviewing said video, staff determined that the obstruction was because a piece(s) of the clay pipe had broken off and fallen into the bottom of the pipe. In addition, it appeared that cleaning the sewer (aka jetting) to facilitate the inspection may have dislodged additional pieces.

Engineering and Public Works met to review the options on August 6th. Due to the close proximity to Gary Avenue and several ComEd poles, it was agreed that a trenchless rehabilitation method, specifically using Cured-In-Place-Pipe (CIPP), also known as sewer lining, was the preferred choice. Since this is specialized work, staff provided the video to two qualified contractors and requested quotes.

FIRM	ADDRESS	QUOTE	Requested	Received
Visu-Sewer	Bridgeview, IL	\$30,783.00	08/07/2024	08/14/2024
Hoerr Construction, Inc.	Goodfield, IL	\$48,145.00	08/06/2024	09/04/2024

Unfortunately both contractors stated that a point repair via an open-cut excavation was a prerequisite to inserting the CIPP. Public Works televised the sewer from the downstream manhole and only made it about 50 feet before a broken piece of pipe obstructed the camera's progress. Due to the overall condition of the pipe, staff recommends repair of the significant break followed by lining the sewer pipe.

In an effort to take advantage of the fact that Visu-Sewer has a crew working in a neighboring town, Public Works performed the repair this week. Upon approval, staff expects to be able to schedule the sewer lining work for later next week.

Since staff was not aware of this issue while developing the budget, funds were not included in the FY25 Five-Year Capital Improvement Program (Sewer: Maintenance & Repair 0410150052244). However, due to the high risk and severity of pipe failure in other areas outside of the aforementioned point repair, staff recommends awarding a contract to Visu-Sewer in the total lump sum amount of \$30,783.00.

cc:

Bill Cleveland, Engineering Services Director Brad Fink, Public Works Director (via email) Jon Batek, Finance Director (via email)

Attachments

- 1. Photo Log
- 2. Proposal from Visu-Sewer dated 08/14/2024

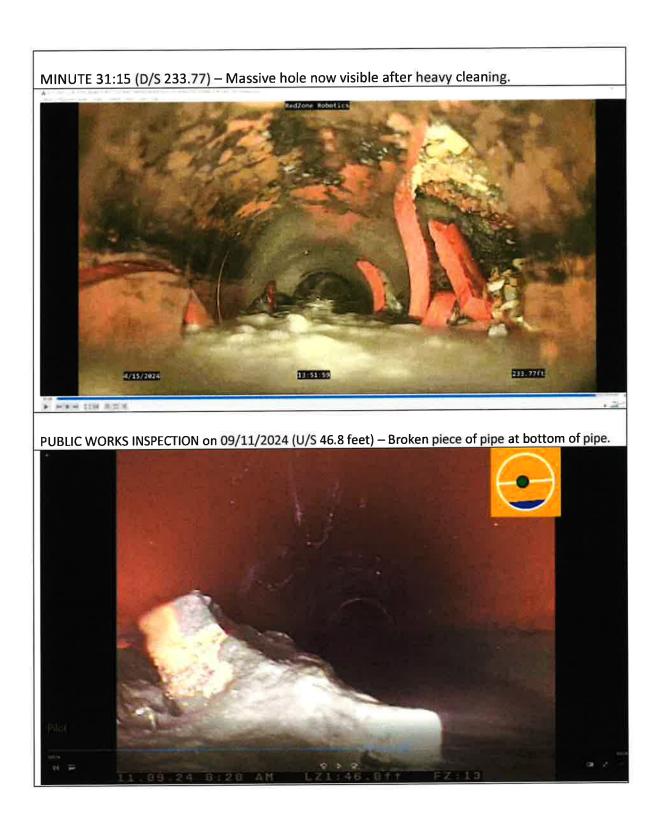
PHOTO LOG

MINUTE 22:45 (D/S 231.17) – Bottom of pipe is heavily fractured. Obstruction near 239' causes water level to be too high to see.



MINUTE 31:08 (D/S 229.93) – Heavy cleaning may have exacerbated the obstruction by dislodging fractured pieces from the bottom.







To: Greg Ulreich

Village of Carol Stream 5000 North Gary Ave Carol Stream, IL 60188 O: 630-871-6220 From: Mark Chilelli Visu-Sewer Inc 9014 S. Thomas Ave

Bridgeview, IL 60455

708-237-0340

Date: 8/14/2024 Project: Carol Stream - CIPP Installation Sanitary Sewer Gary Ave

Visu-Sewer is pleased to provide the following quotation for CIPP installation:

Install 331.0 linear feet of 8" National Liner @ \$93.00 per linear foot

\$30,783.00

The above listed price assumes the current pipe condition is suitable for CIPP installation. Pricing includes:

- Labor, material, and equipment.
- Mobilization and Traffic Control of arrow board, signs and cones.
- One (1) pass jet cleaning and televising of sewers prior to installation.
- Bypass pumping of existing flow.
- Installation of National Liner per manufacturer's instructions, ASTM 1216.
- Reinstatement of active service connections
- Televising of sewers after installation.

NOTES: To complete work, a spot repair must be completed first at 232 LF and the work must be allowed to be done in early morning (5:00 am to 1:00pm) Due to volatility in material pricing and availability this proposal is valid for 30 days from the date of origination. If a signed proposal has not been received within 30 days price(s) may be adjusted upon mutual agreement, or the proposal may be withdrawn by either party.

Village of Carol Stream will need to provide: drivable equipment access to all manholes, water from nearby hydrants (without charge), a dump site for captured debris, and traffic control beyond cones and signs. If heavy cleaning is needed or removal of obstructions (e.g., broken pipe, roots, deposits, and protruding taps, etc.) will be completed at a T&M rate of \$450.00 per hour. Grouting of active leaks will be completed at a T&M Rate of \$450.00 per hour. If it is determined that current pipe conditions are not suitable for CIPP Installation mobilization and/ or time on site will be billed at a T&M rate of \$560.00 per hour. Thank you for the opportunity to quote on this project. Please do not hesitate to call if you have any questions.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer is authorized to do the work as specified.

Date:	Signature:
Dato.	

Village of Carol Stream Interdepartmental Memo

TO:

William Holmer, Village Manager

FROM:

William N. Cleveland, Director of Engineering Services

DATE:

September 9, 2024

RE:

Revision to Chapter 8: Traffic Code, Article 6: Parking Schedules

for Minnesota Circle

The Police Department recently became aware that signage on Minnesota Circle does not match the Village Code of Ordinances. The sign says "No Parking on this Street at Any-time" whereas the code says "No Parking shall be permitted, except for the north side, where parking shall be allowed for a distance approximately 1,000 feet westerly from Teton Circle". This does not make sense because 1,000 feet west of Teton Circle is on the west side of County Farm Road. Also, all other streets off Teton Circle simply state "Either Side" in the code.

The reason for "No Parking – Either Side" on these roads is because they were only constructed 20' wide, and additional off-street parking was provided. If parking was allowed, movement of fire and emergency vehicles could be restricted due to the narrow roadway width. Village code requires 28' minimum pavement width to allow on street parking.

Staff therefore recommends that the Code of Ordinances, Chapter 8: Traffic Code, Article 6, Schedule 1 Parking Prohibited; Signs Required be revised as follows:

Street

Location

Minnesota Circle

Either Side

Cc:

Brad Fink, Director of Public Works Don Cummings, Chief of Police Adam Frederick, Assistant Village Engineer

ORDINANCE NO. 2024-09-____

AN ORDINANCE AMENDING CHAPTER 8, ARTICLE 6 OF THE CAROL STREAM TRAFFIC CODE – PARKING SCHEDULES

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, that Chapter 8, Article 6, of the Traffic Code, be amended to read as follows:

<u>SECTION 1</u>: That Chapter 8, Article 6, Parking Schedules of the Traffic Code be amended to delete the following:

Chapter 8: Traffic Code, Article 6: Parking Schedules, Schedule I. Parking Prohibited; Signs Required

Street

Location

Minnesota Circle

No parking shall be permitted, except for the North side, where parking shall be allowed for a distance of approximately 1,000 feet westerly from Teton Circle

SECTION 2: That Chapter 8, Article 6, Parking Schedules of the Traffic Code be amended to add the following:

Chapter 8: Traffic Code, Article 6: Parking Schedules, Schedule I. Parking Prohibited; Signs Required

Street

Location

Minnesota Circle

Either Side

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, and the posting/removal of the required signs in keeping with this Ordinance.

Passed and Approved this 16th day of September, 2024.

Ayes:

Nays:

Absent:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

ORDINANCE NO. 2024-

AGENDA ITEM

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PLACE OF WORSHIP (CHRIST PRESBYTERIAN CHURCH OF WHEATON, 371 S. SCHMALE ROAD)

WHEREAS, Christ Presbyterian Church of Wheaton, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for a Place of Worship in accordance with Section 16-3-11 of the Unified Development Ordinance, on the property legally described in Section 2 herein and commonly known as 371 S. Schmale Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-8-4 (L) of the Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on September 9, 2024, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for the Special Use Permit, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

- 1. Is deemed necessary for the public convenience at the location. The proposed location will provide a permanent home for the Church and will serve as a local place of worship for Village residents and residents of nearby communities.
- 2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. The proposed Church will be compatible with the surrounding area. Likewise, staff does not believe church and community activities will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- 3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. Given the surrounding zoning and uses, a place of worship at this location will not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

- 4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. Surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties.
- 5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are in place.*
- 6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. The project is expected to conform to all applicable codes and requirements.

SECTION 2:

The Special Use Permit, as set forth in the above recitals, is hereby approved and granted to Christ Presbyterian Church of Wheaton, subject to the conditions set forth in Section 3, upon the real estate commonly known as 371 S. Schmale Road, Carol Stream, Illinois, and legally described as follows:

PARCEL 1:

LOTS 1 AND 2 IN A.A. ROSE SUBDIVISION OF PART OF LOT 2 K.V.P SUBDIVISION OF LOT 4 IN REED'S SUBDIVISION, UNIT NO. 2, A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID A.A. ROSE SUBDIVISION RECORDED SEPTEMBER 28, 1978 AS DOCUMENT NUMBER R78-93273, AND CERTIFICATE OF CORRECTION RECORDED MAY 22, 1980 AS DOCUMENT NUMBER R80-29975, IN DUPAGE COUNTY, ILLINOIS.

Hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Special Use Permit granted herein is subject to the following conditions:

- 1. That all improvements must be built, installed, and maintained in accordance with the attached plans and exhibits;
- 2. That if any new ground-mounted or roof mounted mechanical and utility equipment is installed, said equipment shall be screened per requirements of the UDO;
- 3. That the site shall only be used by Christ Presbyterian Church for Church purposes and no portion of the building shall be leased out to any other party or business without review by the Village;
- 4. That the handicapped accessible parking stall signs shall be updated to reflect the correct fine amount of \$350 prior to the Church opening for service;

- 5. That any future signage must comply with Section 16-6-4 of the UDO concerning Sign Standards; and
- 6. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

The Special Use Permit is hereby approved and granted as set forth in the following plans and exhibits:

- 1. Site Plan (Exhibit A, received by the Community Development Department June 24, 2024), prepared by Webster, McGrath & Ahlberg LTD., 2100 Manchester Road Building A, Suite 203, Wheaton, IL, 60187.
- 2. Floor Plans (Exhibits B1-B2, received by the Community Development Department June 24, 2024), prepared by Risepointe, 200 N Harrison St. Unit 101 Algonquin, IL 60102.

SECTION 5:

This Ordinance shall be in full force and effect from and after the date upon which the Petitioner acquires legal title to the subject property and from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by all of the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the Petitioner acquires legal title to the subject properties or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

Ordinance No. 2024-Page 4 of 5

SECTION 6:

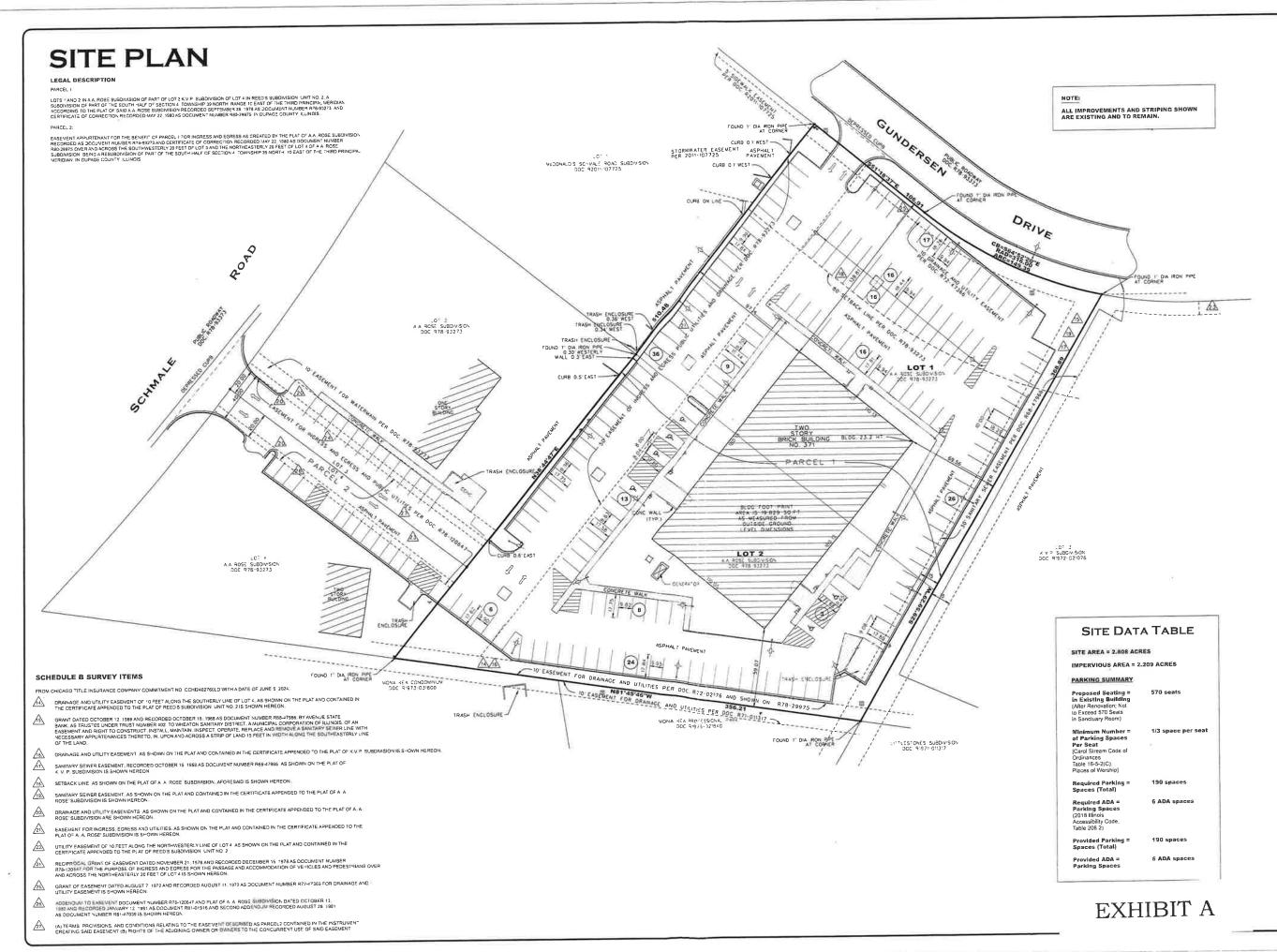
The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-8-5 of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

	PASSED AND APPROVED THIS 16th D	AY OF SEPTEMBER, 2024.
	AYES:	
	NAYS:	
	ABSENT:	
ATTES	ST:	Frank Saverino, Sr. Mayor
Julia S	Schwarze, Village Clerk	

Ordinance No. 2024-Page 5 of 5

Christ Presbyterian Church of Wheaton, being the owner and/or party in interest of the Subject Property legally described in this Ordinance, does hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and it understands that if it does not do so, it is subject to the penalties set forth in Section 16-8-5 of the Carol Stream Code of Ordinances, and/or termination of the special use permit. Christ Presbyterian Church of Wheaton further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date	Party in Interest





PRESBYTERIAN CHURCH 1 S. SCHMALE ROAD

CHRIST 37

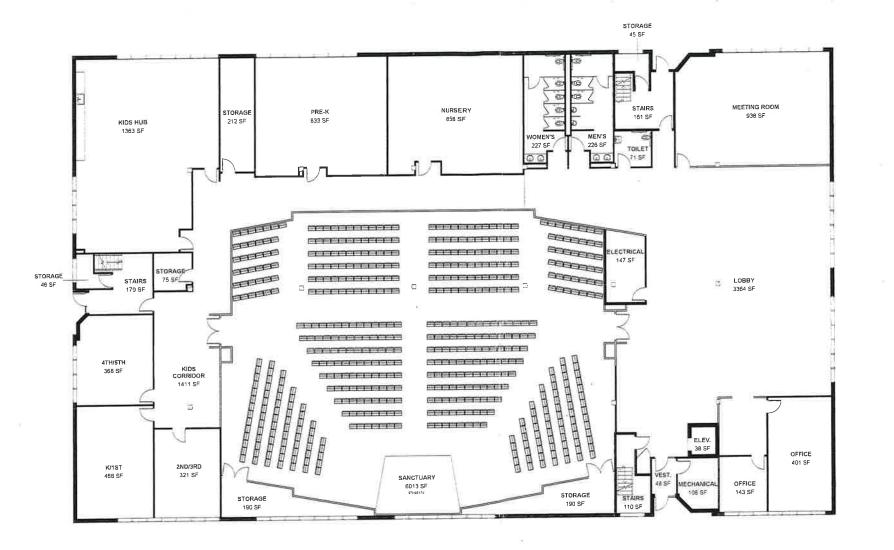
MAM

DuPage 04-39N-10E

10h 44921 41789 JCV MANS MJB MINDS SMR W 423 17430 B 425 87-17-74

SITE PLAN

1 OF 1



THESE PLANS ARE PRELIMINARY IN NATURE AND MAY BE REVISED IN THE FUTURE FOR INSTANCE I. THE FUTURE FOR INSTANCE I. THE CELLING ABOVE THE WORSHIP SPACE (AND SECOND STORY FLOOR) MAY REMAIN IN PLACE II. THE SEATING CORPACITY SHALL NOT EXCEED 570 CHAIRS) III. THE SECOND FLOOR MAY BE REMOVATED IN THE FUTURE TO ACCOMODATE MINISTRY NEEDS IV. FURTHER REFINEMENT TO THE PLANS FOR LIFE SAFETY AND CODE COMPLIANCE MAY BE RECESSARY OTHESS PLANS MAY BE RECESSARY OTHESS PLANS MAY BE RESOLVED FROM TO BUILDING PERMIT SUBMISSION THE WORSHIP CENTER SUBMISSION THE WORSHIP CENTER SEATING CAPACITY WILL REMAIN AT 570 PERSONS OR BELOW AND THE BUILDINGS PRINT SUSSEMIL BE SOLELY A PLACE OF WORSHIP WITH ACCESSORY USES SUCH AS OFFICES AND RELIGIOUS INSTRUCTION ROOMS. APPLICANT HAS CONFIRMED WITH STAFF THAT THESS REVISIONS WOULD NOT REQUIRE AN AMENDMENT TO THE SPECIAL USE.

Risepoinke architecture design interiors

FOR CONSTRUCTION

EXHIBIT B1

PROPOSED GRADE LEVEL FLOOR PLAN 1

NOT

A-210

1/8 = 1-0

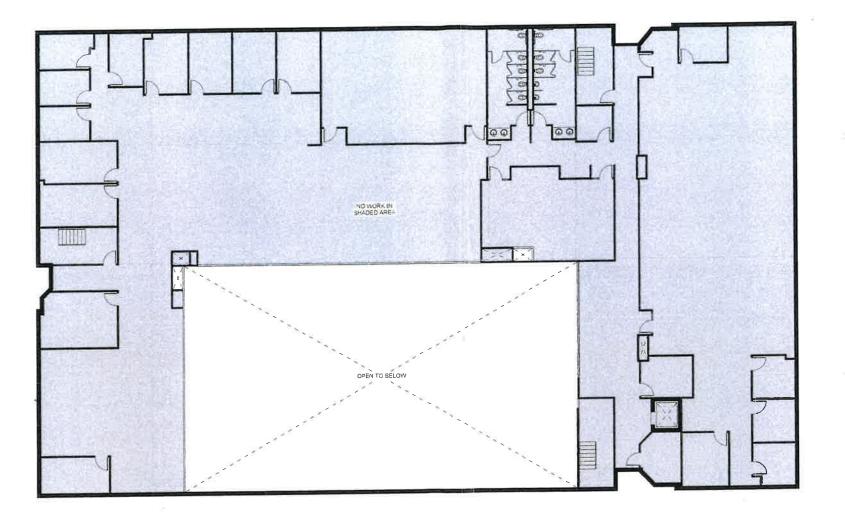


EXHIBIT B2

III PROPOSED SECOND LEVEL FLOOR PLAN.

Risepoinle architecture · design · interiors NOTE

THESE PLANS ARE PRELIMINARY IN NATURE AND MAY BE REVISED IN THE FUTURE FOR INSTANCE.

INSTANCE.

INSTANCE.

IN THE CELLING ABOVE THE WORSHIP SPACE (AND SECOND STORY FLOOR! MAY REMAIN IN PLACE.

III, THE SEATING ORIENTATION MAY ROTATE (HOWEVER THE SEATING CAPACITY SHALL NOT EXCEED 5TO CHARS.

III, THE SECOND FLOOR MAY BE RENOVATED IN THE FUTURE TO ACCOMPANY MINISTRY NEEDS.

IV) FURTHER REFINEMENT TO THE PLANS FOR LIFE SAFETY AND CODE COMPILIAICE MAY BE RECESSARY.

WHILE REVISIONS TO THESE PLANS MAY BE REQUIRED PRIOR TO BUILDING PERMIT SUBMISSION THE WORSHIP CENTER.

SEATING CAPACITY WILL REWIND STONE PERSONS OR BELLEY, AND ACCOUNTSHIP WITH SEATING CAPACITY WILL REWIND STONE PERSONS OR BELLEY, AND LOCE OF WORSHIP WITH SEATING CONFIRMED WITH STAFF THAT THESE REVISIONS WOULD NOT REQUIRE AN AMENDMENT TO THE SPECIAL USE.

NOT FOR CONSTRUCTION

1/8 = 1-0

A-211

Village of Carol Stream

Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Adam Frederick, Assistant Village Engineer

DATE: September 10, 2024

RE: Rebuild Illinois Bond Fund – Supplemental Resolution for Improvement Under

the Illinois Highway Code - Morton Road Reconstruction (Section 22-00067-00-

WR)

In May of 2022 the Village Board approved a Resolution for Improvement Under the Illinois Highway Code for construction costs related to the Morton Road Reconstruction Project in the amount of \$580,800.00. At this time the final construction cost has been agreed to between the Village and the contractor and is \$593,600.57.

Construction costs for this project are funded through the Rebuild Illinois Bond Fund (RIB). Expenditures to the bond fund are identical to MFT Funding procedures. The existing Resolution in place for this project is less than the final contract value by \$12,800.57. To use RIB funds for the entire construction cost this Supplemental Resolution must be approved. It is therefore recommended that the IDOT Supplemental Resolution for Improvement Under the Illinois Highway Code be approved in the amount of \$12,800.57.

FY24 budget had \$576,000.00 budgeted for construction, however, ample RIB funds exist to cover the total construction cost.

Once four copies of the attached Resolution are executed, the Engineering Services Department will forward all required documents to the Illinois Department of Transportation Bureau of Local Roads and Streets for approval.

Attachments:

4 Copies BLR 09110

CC: William N. Cleveland, Director of Engineering Services

Jon Batek, Finance Director

Sherry Craig, Clerk's Office Secretary



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?			Resolution	Type	Resolution Number	Section Number
⊠ Yes □ No			Supplem	ental		22-00067-00-WR
BE IT RESOLVED, by the Board				of the	Village	
	ning Body T					ublic Agency Type
of Carol Stream Name of Local Public Agency	IIIii	nois tha	at the followi	ng desc	cribed street(s)/road(s)/	structure be improved under
the Illinois Highway Code. Work shall be done by	Contrac	t t or Day	Labor			
For Roadway/Street Improvements:						T
Name of Street(s)/Road(s)	Length (miles)		Route		From	To
Morton Road	0.138			St. Ch	arles Road (CH7)	North Ave (IL Route 64)
For Structures:						
Name of Street(s)/Road(s)	Existi Structur		Route		Location	Feature Crossed
BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist	of					
structures, curb and gutter, adjustment of have a previously approved Resolution in the amount of \$12,800.57 covers the rer	n the am	ount	of \$580,80	00.00	for construction cos	sts. This supplement in
2. That there is hereby appropriated the sum of	Twelve	Thous		Hund		ty Seven Cents 7) for the improvement of
said section from the Local Public Agency's allotn BE IT FURTHER RESOLVED, that the Clerk is ho of the Department of Transportation.			el Tax funds.	iā		=
I, Julia Schwarze	Villag		lic Agency Ty		Clerk in and for said \underline{V}	illage Local Public Agency Type
of Carol Stream Name of Local Public Agency	in	the St	ate aforesai	d, and k	eeper of the records a	nd files thereof, as provided by
statute, do hereby certify the foregoing to be a tru	e, perfect	and co	mplete origii	nal of a	resolution adopted by	
Board of Ca	rol Strea		al Public Age	nev	at a meeting held	on September 16, 2024 .
IN TESTIMONY WHEREOF, I have hereunto set			_	ղ day	of September, 2024 Month, Year	
(SEAL, if required by the LPA)					Clerk Signature & Date	<u> </u>
					Δ	nproved
					Regional Engineer Sig Department of Transpo	



Village of Carol Stream Interdepartmental Memo

TO:

William Holmer, Village Manager

FROM:

William N. Cleveland, Director of Engineering Services

DATE:

September 12, 2024

RE:

Acceptance of Public Right-of-Way -

Chippewa Trail, Niagara Street and Napa Street

On September 3rd the Village Board approved a corrected Quit Claim Deed for Armstrong Park. This was approved by the Carol Stream Park District Board of Commissioners on September 9th. Streets that were previously incorrectly dedicated can now be given to the Village by the Park District for road purposes.

Engineering Services therefore recommends approval of the resolution accepting the Plat of Dedication for Road Purposes including Chippewa Trail, Niagara Street and Napa Street. The Village Attorney has reviewed these documents and recommends the Village Clerk record the approved Quit Claim Deed first, and then record the Plat of Dedication; that way there is no gap in time.

Attachments

Cc:

Jon Batek, Finance Director

Brad Fink, Director of Public Works

Adam Frederick, Assistant Village Engineer Greg Ulreich, Civil Stormwater Engineer

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PLAT OF ROADWAY DEDICATION

WHEREAS, on June 20th 2011, the Mayor and Board of Trustees of the Village of Carol Stream (the "Village") adopted Resolution No. 2539, which approved an Intergovernmental Agreement between and among the Village, the Carol Stream Park District, and DuPage County for the Armstrong Park / Klein Creek Flood Control Reservoir Project (the "Intergovernmental Agreement"); and

WHEREAS, the Intergovernmental Agreement, dated June 28th 2011, provides for the Village to transfer an approximately 16.38 acre real estate parcel (PIN 02-30-400-014) without cost to the Carol Stream Park District for future use as open space recreation; and

WHEREAS, on November 19th 2012, the Mayor and Board of Trustees of the Village adopted Resolution No. 2618, which authorized the execution of a Quit Claim Deed transferring title to said 16.38 acre real estate parcel to the Carol Stream Park District; and

WHEREAS, on September 3rd 2024, the Mayor and Board of Trustees of the Village adopted Resolution No. 3380, which authorized the recording of a corrected Quit Claim Deed transferring title to the aforementioned real estate parcel (revised to 16.244 acres) to the Carol Stream Park District; and

WHEREAS, the Mayor and Board of Trustees of the Village made the recording contingent on the Carol Stream Park District dedicating 1.63 acres of right-of-way covering parts of Chippewa Trail, Niagara Street, and Napa Street, as described in the Intergovernmental Agreement to the Village; and

WHEREAS, the Park District's Board of Commissioners approved the dedication of the aforementioned 1.63 acres of right-of-way under Ordinance 468 at its meeting on September 9th 2024.

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

<u>SECTION 1</u>: The Village of Carol Stream accepts this Plat of Dedication for Road Purposes that includes portions of Chippewa Trail, Niagara Street, and Napa Street.

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

	PASSED AND AP	PROVED this 16 th day of September 2024
	AYES:	
	NAYS:	
	ABSENT:	
		Frank Saverino, Sr., Mayor
ATTEST:		
Julia Schwarze, Vil	lage Clerk	

OWNERS CERTIFICATE		PLAT (OF DEDICAT	TION	PIN NO.: 02-30-400-015		2024 6/24/2924 6/24/2924 6/24/2924
STATE OF ILLINOIS) COUNTY OF DUPAGE) SS		FOR RO	DAD PURPO	DSES	A		WINTER R NY 6/24/2 NY 4/2/2 NA 4/2/2 NA 4/2/2 NA
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER/OWNERS OF THE LAND DESCRIBED IN THIS PLAT, AND HAS/HAVE CAUSED THE SAME TO BE SURVEYED AS INDICATED THEREON, FOR THE PURPOSES OF DEDICATING RIGHT-OF-WAY TO THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY,	VILLAGE	E PARCEL LEGAL DESCRIPTION			A		SO DO PRESCRIPE DO PRESS
ILLINOIS, THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.				IRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:	(M)		2401 2401 Orred 81 GREG UI
DATED THIS DAY OF A.D. 20	SOUTH RIGI LOT 823, 66 SAID NORTI	HT OF WAY LINE OF CHIPPEWA TRAIL; THENC 5,00 FEET TO THE NORTH RIGHT OF WAY LINE TH RIGHT OF WAY LINE, 213.57 FEET TO THE	CE NORTH 03 DEGREES 04 MINUTES 44 SECO OF CHIPPEWA TRAIL; THENCE NORTH 86 DEG SOUTHEAST CORNER OF THE COMMUNITY	TOBER 6, 1967 AS DOCUMENT R1967-040425, SAID POINT BEING ON THE NOS WEST ALONG THE NORTHEIN ESTENSION OF THE EAST LINE OF SAID BRESS 55 MINUTES 16 SECONDS EAST ALONG THE EASTERLY EXTENSION OF CONSOLIDATED SCHOOL DISTRICT NO. 93 ASSESSMENT PLAT, RECORDED CONDS WEST ALONG THE EAST LINE OF SAID COMMUNITY CONSOLIDATED	Λ		08 PR PRE
TITLE ADDRESS	SCHOOL DIS	STRICT NO. 93 ASSESSMENT PLAT, 410,23 FEE	ET; THENCE NORTH 15 DEGREES 44 MINUTES REES 56 MINUTES 03 SECONDS EAST ALONG S	15 SECONDS EAST ALONG SAID EAST LINE, 60.21 FEET TO THE NORTH LINE AID NORTH LINE, 307.17 TO THE SOUTHERLY EXTENSION OF THE EAST LINE	SCALE: 1" = 50'		26.35
	MINUTES OF	6 SECONDS EAST ALONG SAID SOUTHERLY EXT 6 MINUTES 03 SECONDS WEST ALONG SAID N	TENSION, S0,00 FEET TO THE NORTH LINE OF S FORTH LINE, 242,50 FEET TO THE WEST LINE O	ER 16, 1988 AS DOCUMENT R1988-191333; THENCE SOUTH 03 DEGREES 01 SAID CAROL STREAM PARK DISTRICT ASSESSMENT PLAT; THENCE SOUTH 86 OF SAID CAROL STREAM PARK DISTRICT ASSESSMENT PLAT; THENCE SOUTH	50 100	550	
	O3 DEGREE	S 01 MINUTES OF SECONDS EAST ALONG SA TRAIL; THENCE SOUTH 86 DEGREES 55 MINI	ID WEST LINE, 483,21 FEET TO THE EASTERL	Y EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF AFOREMENTIONED RLY EXTENSION, 296,98 FEET TO THE POINT OF BEGINNING, IN DUPAGE	BASIS OF BEARINGS: BEARINGS SHOWN HEREON BASED ON		200
NOTARY CERTIFICATE	COOKITA		a:	× 1 1 1	ILLINOIS STATE PLANE COORDINATES, ZOINE LAST, N A.D. 1983	(i) 1 i	27 17872
STATE OF ILLINOIS) COUNTY OF DUPAGE) SS	/_			WESTERN TRAILS SUBDIVISION UNIT NO. 11 DOC, NO.			
I,A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE				10 R1977-110103 Y	40	NAPPA STIREE STIREE	;— ex
AFORESAID, DO HEREBY CERTIFY THAT		7 / 8	9	WESTERN TRAILS SUBDIVISION UNIT NO. 11 DOC. NO. R1977-110103 27 VERY SUBDIVISION VERY SUB	28 48	(655.00'),(682.36')	CT 14 CARTA
GIVEN UNDER MY HAND AND NOTARIAL SEAL THISDAY OF, A.D., 20				(132.89°) FOUND LP. 0.18' SOUTH 0.17' MST	(GREENWAY) 586* 56: 03"W 307.17"	onc: 55' 03'W 582.65'	PERSONAL MENTAL
BY:NOTARY PUBLIC	FOUND LP. AT CORNER	V		S85' 56' 03'W 132.88' N15" 44' 15"E 60.21'	NAPA STREET HEREBY DEDICATED	NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 30-40-10 S03* 01' 06"E	COORDINATION OF THE PROPERTY O
VILLAGE CLERK'S CERTIFICATE				(60.25')	\$86° 56' 03"W 242.50'	FOUND I.P.	5 11 15 10 20 20 20 20 20 20 20 20 20 20 20 20 20
STATE OF ILLINOIS) COUNTY OF DUPAGE) SS				FOUND I.P.	(242.16')	0.10' EAST	DAA!
I,CLERK OF THE VILLAGE OF CAROL STREAM, HEREBY				0.15° NEST			EL AND DEC STRUCTIO ADMINSTALL ACT AND L BAND THE BAND SW
CERTIFY THAT THIS PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE AT ITS MEETING HELD ON							JOTES: GNEN IN I'R ANY CON; WCFS, I'RIE POI STAIC IIDNS STAIC IIDNS AND/OR B
20 AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS EITHER BEEN POSTED OR ADEQUATE PROVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED.							YORS IN SOMS ARI RECI TARTING FILS TARTING FILS TOR RE VICINS VIC
FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE VILLAGE OF CAROL							SURVE ALL DWEN PARTS INEI REFORE S NORDWAN SHOULD BE REFER TO ORDWANG AND CAST
STREAM, ILLINOIS THIS DAY OF A.D. 20				LOT 1			6 6 6
MAYOR VILLAGE CLERK				oo') Lidated Duidated Tino. 93 Plat Tino. 93			_
				84 80-9 -1 875	<u>-</u>	CAROL STREAM PARK	REAM
			OARD OF SCHOOL OF DUPAGE COUNTY	TY CONS TY CONS TY CONS TO INSTRICT TO INS	483.2	DISTRICT ASSESSMENT PLAT DOC. NO. R1988-13133	STR
VILLAGE ENGINEER'S CERTIFICATE STATE OF ILLINOIS) COUNTY OF DUPAGE ISS			D. R1964-031984	SOS SESS NO. 14	9.90		
I,, VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY				MMMUS SCHOO NGA NGA HEREL	3° 01-		AROL REAM, IL 60'
THAT THE LAND IMPROVEMENTS MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.	X			S S S S S S S S S S S S S S S S S S S	SS SS		C C
DATED AT CAROL STREAM DUPAGE COUNTY, ILLINOIS THIS DAY OF	4						OF JUE, CAR
	丑						GE YAVEN
VILLAGE ENGINEER	\ `						CLIENT VILLAGE (500 N GARY AVENU (630) 665-7050
							☐ No. 200 (6.30 (
				(113.69') 100.00' 100.00' 100.00' 100.00'			
FINANCE DIRECTOR CERTIFICATE			SR SR	N86° 55' 16"E 213.57' FOUND LP			
STATE OF ILLINOIS) COUNTY OF DUPAGE) SS		(66,00' PUBLIC RIGHT OF WAY)	. 44	CHIPPEWA TRAIL			NCES AICES ROAD IOIS 6100
, FINANCE DIRECTOR OF CAROL STREAM, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.	CI	(85,00° PUBLIC ROAT OF WAY) HPPEWA - TRAIL - HERITOFORE DEDICATED CARCA. STREAM UNIT 9, DOC. NO. R67-40425	99.00	HEREBY DEDICATED	SR		ERVI
8:		CARGE STREAM UNIT B. DOC. NO. NO.	2	S86° 55' 16"W 296.98' P.O.B. DEDICATION SET IRON ROD			SE SE
DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS THISDAY OF, A.D. 20			4	SET IRON ROD		SURVEYOR'S CERTIFICATE	AND SI 512 FOW SHELLE, II
FINANCE DIRECTOR			₹.,			STATE OF ILLINOIS) COUNTY OF OGLE) SS	LAI LAI ROCHE
	819 820	821 822	823			THIS IS TO CERTIFY THAT I, RUDY P. DIXON, AN ILLINOIS REGISTERED LAND SURVEYOR, HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE	
COUNTY RECORDER'S CERTIFICATE	819	1	27.75 DOC 000			PURPOSE DEDICATION TO THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS FOR THE PURPOSE STATED HEREON, AND THAT THIS PLAT OF DEDICATION ACCURATELY DEPICTS SAID PROPERTY.	
STATE OF ILLINOIS) COUNTY OF DUPAGE) SS THO INTERPRETABLISHED BECORDED IN THE			NAC SELECTOR COLORER & LONG OF COLORER & COLOR	PARCEL LIMITS SECTION LINE	PREPARED BY AND MAILED TO:		
THIS INSTRUMENT NUMBERRECORDED IN THE RECORDER'S OFFICE IN DUPAGE COUNTY, ILLINOIS ON THEDAY OF	CAROL STRE	EAM UNIT 9	HON MARKET AND A STREET OF THE	RIGHT OF WAY LINE EASEMENT	VILLAGE OF CAROL STEAM 500 N. GARY AVENUE CAROL STREAM, IL 60188	GIVEN UNDER MY HAND AND SEAL THIS DAY OF DAY OF A.D., 2024	
A.D. 20 ATO'CLOCKM. AND WAS	DOC. NO. R1	1967-040425	CAROL CAROL	BUILDING SETBACK LINE CENTER LINE OF RIGHT OF WAY		ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832 MY LICENSE EXPIRES NOVEMBER 30, 2024. HE NOVE SPORTSEN OF THE WAY THE PROFESSIONAL P	PROJECT NUMBER 240103
RECORDED IN BOOKOF PLATS ON PAGE		830 829	828			ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 007858-0010	DAIR 8/26/2024 SHEET 1 OF 1
BY:RECORDER OF DEEDS	832 831	830 829				A CE LLAND	DEDICATION

AGENDA ITEM K-1 9/16/24

Village of Carol Stream Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Sandy Belongia - Secretary

DATE: September 10, 2024

RE: Raffle License Request

Carol Stream Chamber of Commerce

The Carol Stream Chamber of Commerce will be selling raffle tickets for their John Wheeler Golf Outing. The cost will be \$5.00 per ticket, 3 tickets for \$10.00 or 10 tickets for \$25.00. The drawing will be Thursday September 19th. All money raised will go the Chambers Charitable programs.

They have requested waivers of both the license fees and manager's fidelity bonds as indicated in the attached letter. The raffle license application and required documentation is on file in the Administration Department for your review.

Please place this on the agenda for the September 16, 2024 Board meeting for Board's approval.

Enclosure

September 10, 2024

Good afternoon, Denise

I would like to request that the Village of Carol Stream waive the fees for a raffle permit and fidelity bond for the Carol Stream Chamber of Commerce's 35th John Wheeler Golf Outing on Thursday, September 19.

Thank you for your kind consideration.

Best regards,
Jane

Jane Hove, CEO

Carol Stream Chamber of Commerce

o 630.665.3325

c 630.204.0304



Village of Carol Stream Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Sandy Belongia - Secretary

DATE: September 10, 2024

RE: Raffle License Request

Carol Stream Women's Club

The Carol Stream Women's Club will be selling raffle tickets at their Scavenger Hunt Conclusion Party being held at the American Legion Hall Saturday October 5th. The cost will be \$1.00 per ticket, with proceeds going towards scholarships for local high school students.

They have requested waivers of both the license fees and manager's fidelity bonds as indicated in the attached letter. The raffle license application and required documentation is on file in the Administration Department for your review.

Please place this on the agenda for the September 16, 2024 Board meeting for Board's approval.

Enclosure

Carol Stream Woman's Club

330 N Silverleaf Blvd

Carol Stream, IL 60188

September 9, 2024

William Holmer, Village Manager

Village of Carol Stream

500 S Gary Ave

Carol Stream, IL 60188

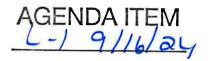
Dear Village Manager Holmer,

The Carol Stream Woman's Club, in conjunction with the Glendale Heights Junior Woman's Club, is hosting a Scavenger Hunt, which will conclude on October 5, 2024 with a party at the American Legion Post in Carol Stream. We are hoping to be able to sell raffle tickets for basket prizes. Proceeds from the Scavenger Hunt will be split among the two clubs, and go toward scholarships for area high school students. We humbly ask that you waive the manager's bond for this event.

n appreciation Muselmo

Jennifer Anselmo

Carol Stream Woman's Club



Vendor / Description	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
123 SECURITY PRODUCTS					
FRONT GATE CAMERA BOX	19.49	01670400-53317	OPERATING SUPPLIES	1001181535	
	19.49				
3M H&S SERVICE					
5 LEAD LEVEL TESTINGS	145.00	01660100-52236	EMPLOYEE SERVICES	081224	
	145.00				
ABATIX CORP					
FALL ARREST REPAIR	524.00	04201600-52284	EQUIPMENT MAINTENANCE	8602506	
	524.00				
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLIES	4.30	01640100-53317	OPERATING SUPPLIES	618789	
OFFICE SUPPLIES	36.70	01640100-53317	OPERATING SUPPLIES	618726	
OFFICE SUPPLIES	15.61	01640100-53317	OPERATING SUPPLIES	618866	
COPY PAPER, MISC. SUPPLIES	864.25	01590000-53317	OPERATING SUPPLIES	619659	
	920.86				

			Account		Purchase
Vendor / Description	Amount	Account Number	Description	Invoice No.	<u>Order</u>
		N		·	
AEP ENERGY					
633 THUNDERBIRD 07/22-08/20/24	96.26	01670300-53213	STREET LIGHT ELECTRICITY	3013130457 AUG-2024	
0W EAGLE VIEW DR 07/19-08/19/24	33.29	01670300-53213	STREET LIGHT ELECTRICITY	3021359178 AUG-2024	•
192 YUMA LN 07/22-08/20/24	32.53	01670300-53213	STREET LIGHT ELECTRICITY	3013130479 AUG-2024	
ON THORNHILL 07/19-08/19/24	470.88	01670300-53213	STREET LIGHT ELECTRICITY	3021359167 AUG-2024	-
1025 LIES RD 07/19-08/19/24	39.26	01670300-53213	STREET LIGHT ELECTRICITY	3013130446 AUG-2024	ļ.
1345 GEORGETOWN 07/23-08/21/24	23.84	01670300-53213	STREET LIGHT ELECTRICITY	3013130390 AUG-2024	ļ
491 CHEYENNE 07/22-08/20/24	24.52	01670300-53213	STREET LIGHT ELECTRICITY	3013130413 AUG-2024	ļ.
401 TOMAHAWK 07/22-08/20/24	45.91	01670300-53213	STREET LIGHT ELECTRICITY	3013130468 AUG-2024	ļ
512 CANYON TRL 07/22-08/20/24	23.65	01670300-53213	STREET LIGHT ELECTRICITY	3013130402 AUG-2024	
300 BENNETT DR 07/19-08/19/24	1,968.90	01670300-53213	STREET LIGHT ELECTRICITY	3013130367 AUG-2024	ļ
115 KEHOE BLVD 07/19-08/19/24	23.08	01670300-53213	STREET LIGHT ELECTRICITY	3021359145 AUG-2024	ļ
594 NEZ PERCE CT 07/22-08/20/24	23.15	01670300-53213	STREET LIGHT ELECTRICITY	3013130424 AUG-2024	1
796 PAWNEE 07/22-08/20/24	62.87	01670300-53213	STREET LIGHT ELECTRICITY	3013130435 AUG-2024	1
403 SIOUX 07/22-08/20/24	26.22	01670300-53213	STREET LIGHT ELECTRICITY	3013130389 AUG-2024	1
	2,894.36				
AJ TEK CORPORATION					
WSUS AUTOMATED MAINTENANCE	90.00	01652800-52255	SOFTWARE MAINTENANCE	130429	
•	90.00				
ALLEGIANT FIRE PROTECTION					
FH ANNUAL FIRE EXTINGUISHER	125.00	01680000-52244	MAINTENANCE & REPAIR	068670	
FH FIRE ALARM STATION REPAIR	611.00	01680000-52244	MAINTENANCE & REPAIR	068216	
TC ANNUAL FIRE SPRINKLER TEST	405.00	01680000-52244	MAINTENANCE & REPAIR	067868	
TC ANNUAL FIRE EXTINGUISHER	110.00	01680000-52244	MAINTENANCE & REPAIR	068673	
,	1,251.00				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
AMAZON.COM					
JL LIGHTS	62.97	01696200-53354	PARTS PURCHASED	2335438	
HYD SAVER FLOW VALVE	83.95	04201600-53317	OPERATING SUPPLIES	0373001	
DESKPADS	86.50	01652800-53317	OPERATING SUPPLIES	7193878	
BOOTS - CESAR RODRIGUEZ	49.59	01670100-53324	UNIFORMS	2209819	
MAILBOXES	29.58	01660100-53314	OFFICE SUPPLIES	1622651	
AG RAM MOUNT	52.94	01696200-53354	PARTS PURCHASED	7598617	
SCALE	31.98	01670200-53317	OPERATING SUPPLIES	2317000	
TRUCK 19 FLOOR MATS	154.97	04201600-53317	OPERATING SUPPLIES	8025022	
EVIDENCE - DVD'S	53.00	01662400-53317	OPERATING SUPPLIES	5374666	
ADDING MACHINE PAPER ROLLS	52.99	01610100-53317	OPERATING SUPPLIES	2076245	
AG PULL START	11.99	01696200-53354	PARTS PURCHASED	9209857	
UTV UPFIT	71.53	01670200-53350	SMALL EQUIPMENT EXPENSE	8133803	
GOLICH RAIN PANTS	69.99	04200100-53324	UNIFORMS	5721823	
WIRE	101.57	01696200-53317	OPERATING SUPPLIES	8300245	
USB DRIVES SCREEN CLEANER UPS	368.93	01652800-53317	OPERATING SUPPLIES	3449018	
FIRST AID	40.20	01670100-53317	OPERATING SUPPLIES	3351409	
BOOTS - KEVIN KOSNIK	199.99	01670100-53324	UNIFORMS	8654605	
FIRST AID	149.85	01670100-53317	OPERATING SUPPLIES	4952241	
SPECIAL OLYMPICS	44.77	01-24222	SPECIAL OLYMPICS VENDING	1622651	
DRILL BITS	81.96	01696200-53317	OPERATING SUPPLIES	3097803	
GRINDER DISC	23.27	04201600-53317	OPERATING SUPPLIES	8502667	
CALENDAR	10.19	01660100-53314	OFFICE SUPPLIES	1153054	
BOOTS - JASON PAULING	119.95	01670100-53324	UNIFORMS	2209819	
PD LOBBY DISPLAY PC REPLACE	159.98	01652800-54413	COMPUTER EQUIPMENT	2358667	
ORGANIZERS	35.99	01696200-53317	OPERATING SUPPLIES	2238615	
AG SEAT COVER	74.90	01696200-53354	PARTS PURCHASED	9036222	
TRUCK SEAT COVERS	121.18	04201600-53317	OPERATING SUPPLIES	1209055	
FORESTRY HELMET	297.94	01670700-53317	OPERATING SUPPLIES	1745851	
JL WHEELS	38.00	01696200-53354	PARTS PURCHASED	1488227	
JL LIGHTS	22.98	01696200-53354	PARTS PURCHASED	7519447	

			Account		Purchase
Vendor / Description	Amount	Account Number	Description	Invoice No.	Order
vendor / Description	Milouit	7 tooodilt (tallisoi)	<u> </u>		
GOLICH RAIN SUIT, PANTS	75.99	04200100-53324	UNIFORMS	3340262	
TIRE PLUGS	37.75	01696200-53317	OPERATING SUPPLIES	1423463	
GARBAGE BAGS - JANITORIAL	68.98	01670100-53317	OPERATING SUPPLIES	4764267	
TRUCK 19 UPFIT	296.85	04200100-53350	SMALL EQUIPMENT EXPENSE	2263412	
JL WHEELS	573.98	01696200-53354	PARTS PURCHASED	5937066	
WPO MULTI METER FUSES	41.28	04101500-53317	OPERATING SUPPLIES	2901009	
FIRST AID	9.82	01670100-53317	OPERATING SUPPLIES	6625835	
FIRST AID	33.98	01670100-53317	OPERATING SUPPLIES	7818652	
FRONT GATE ANTENNA	52.28	01670400-53317	OPERATING SUPPLIES	4834602	
CALENDAR - SCARPULLA	10.78	01660100-53314	OFFICE SUPPLIES	7909028	
SPECIAL OLYMPICS - POPCORN	38.80	01-24222	SPECIAL OLYMPICS VENDING	1753831	
CALENDARS	37.68	01660100-53314	OFFICE SUPPLIES	4865057	
SAFETY EAR PLUGS	67.50	04101500-53317	OPERATING SUPPLIES	7799463	
CALENDAR - JAGERS	14.95	01660100-53314	OFFICE SUPPLIES	2334640	
IPAD CHARGERS, TAPE MEASURE	53.75	01670500-53317	OPERATING SUPPLIES	2209819	
EVIDENCE - CD'S	37.00	01662400-53317	OPERATING SUPPLIES	9957858	
WEAPONS	109.17	01662700-53323	WEAPONS	7909028	
FALL FEST SUPPLIES	162.84	01750000-52291	MISC EVENTS/ACTIVITIES	5778646	
CALENDARS	35.36	01660100-53314	OFFICE SUPPLIES	3090606	
NITRILE GLOVES	181.01	04101500-53317	OPERATING SUPPLIES	7580223	
_	4,643.38				
AMERICAN PUBLIC WORKS ASSOCIATION					
APWA RENEWAL-PW	596.14	01670100-52234	DUES & SUBSCRIPTIONS	000843502	
APWA RENEWAL- ENGINEERING	794.86	01620100-52234	DUES & SUBSCRIPTIONS	000843502	
:=	1,391.00				
ARMBRUST PLUMBING & HEATING INC					
BACKFLOW TEST-124 GERZEVSKE	109.95	01670400-52244	MAINTENANCE & REPAIR	60414045	
A/C REPAIR / LOOK AT	342.11	01670400-52244	MAINTENANCE & REPAIR	67878942	
-	452.06				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
ASSOCIATION OF POLICE SOCIAL WORKERS					
APSS TRAINING REGISTRATION	500.00	01660100-52223	TRAINING	INV001041	
_	500.00				
B & F CONSTRUCTION CODE SERVICES, INC					
PLUMBING INSPECT-JUL 2024	1,020.00	01643700-52253	CONSULTANT	19673	
PLAN REV-205 DELLA CT 24-0062-NEWC	1,435.00	01643700-52253	CONSULTANT	65786	
	2,455.00				
B & H PHOTO & VIDEO					
SPEAKER RETURN	-316.48	01652800-53317	OPERATING SUPPLIES	906862628	
	-316.48				
BACKBLAZE					
ONLINE BACKUPS	83.12	01652800-52230	TELEPHONE	B22024072511	
	83.12				
BARN OWL FEED & GARDEN CENTER					
PROPANE	67.40	01670400-53317	OPERATING SUPPLIES	027194	
PROPANE	159.98	01670500-53317	OPERATING SUPPLIES	015103	
	227.38				
BLOOMING COLOR OF ST CHARLES					
BUS CARDS - MCNAMARA	55.34	01660100-53315	PRINTED MATERIALS	299886	
BUS CARDS - S. CADLE	43.12	01660100-53315	PRINTED MATERIALS	299854	
	98.46				
BLYTHE MARTIN PRODUCTIONS, INC					
FALL FEST-CAR SHOW 09/21/24 MISS JAMIES FAF	550.00	01750000-52291	MISC EVENTS/ACTIVITIES	BLYTHE 09/21/24	
	550.00				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
BOLLER CONSTRUCTION CO. INC					
PHASE II IMPROVE-PWC PO-4070	-2,868.00	11-21225	RETAINAGE - BOLLER CONSTRUCT	T.23456-13	20250015
PHASE II IMPROVE-PWC PO-4070	21,105.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	23456-13	20250015
	18,237.00				
BRAND IT ON APPAREL COMPANY INC					
NEW EMPLOYEE UNIFORM-GOLICH	242.00	04200100-53324	UNIFORMS	2424	
SHIRTS-MALINOWSKI	60.00	01660100-53324	UNIFORMS	2435	
NEW UNIFORM - GOLICH	483.00	04200100-53324	UNIFORMS	2434	
SHIRTS-BABOR	60.00	01660100-53324	UNIFORMS	2315	
	845.00				
C S FIRE PROTECTION DISTRICT					
PERMITS-AUG 2024	840.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS AUG-2024	
	840.00				
C S PUBLIC LIBRARY					
PPRT-AUG 2024	2,266.15	01000000-41102	PERSONAL PROPERTY REPLAC TA	XPPRT AUG-2024	
	2,266.15				
CAROL STREAM LAWN & POWER					
MOWING SUPPLIES	478.18	01670400-53317	OPERATING SUPPLIES	516373	
	478.18				
CAROL STREAM PARK DISTRICT					
PARK PASSES-AUG 2024	30.00	01-24236	BARK PARK MEMBERSHIP	PARK PASSES AUG 202	4
	30.00				
CARYL REBHOLZ					
EMPLOYEE APPRECIATION 09/05/24	589.87	01600000-52242	EMPLOYEE RECOGNITION	COSTCO 09/04/24	
	589.87				

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
volume i / Decemparem		***************************************			
CHARM-TEX					
PRISONER CLOTHING	228.16	01662700-53317	OPERATING SUPPLIES	000114855	
	228.16				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL-AUG 2024	16,322.50	01570000-52238	LEGAL FEES	729	
,	16,322.50				
COMCAST CABLE					
DATA TELECOMMUNICATIONS	4,459.51	01652800-52230	TELEPHONE	210006989	
ELEVATOR PHONES 07/20-08/19/24	101.36	01652800-52230	TELEPHONE	0010112 AUG-2024	
MTHLY FEE 07/20-08/19/24	126.00	01662400-53330	INVESTIGATION FUND	0483228 AUG-2024	
	4,686.87				
CONRAD POLYGRAPH, INC					
POLICE CANDIDATE POLYGRAPH-AUG 2024	400.00	01510000-52228	PERSONNEL HIRING	6219	
	400.00				
CONSTANT CONTACT					
CONSTANT CONTACT SOFTWARE	58.00	01652800-52255	SOFTWARE MAINTENANCE	08152024	
	58.00				
CORE & MAIN LP					
VILLAS LARGE METERS	2,634.00	04201400-53333	NEW METERS	V439800	
	2,634.00				
COVERALL NORTH AMERICA INC					
PWC JANITORIAL-SEP 2024 REFUND	-67.36	01670100-52276	JANITORIAL SERVICES	1010732652	
PWC JANITORIAL-SEP 2024	1,482.00	01670100-52276	JANITORIAL SERVICES	1010733064	
	1,414.64				

<u>Vendor / Description</u>	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
CYBERSOURCE CORP		⊗			
CYBERSOURCE FEES-AUG 2024	5.48	04103100-52221	UTILITY BILL PROCESSING	CYBER SRC AUG-2024	
CYBERSOURCE FEES-AUG 2024	5.48	04203100-52221	UTILITY BILL PROCESSING	CYBER SRC AUG-2024	
CYBERSOURCE FEES-AUG 2024	32.91	01610100-52256	BANKING SERVICES	CYBER SRC AUG-2024	
AUTHNET CC FEES-AUG 2024	30.00	01610100-52256	BANKING SERVICES	AUTHNET AUG-2024	
	73.87				
DENLER INC					
STREET CRACKFILL PO-462746	78,988.20	06320000-54470	STREET RESURFACING	20213993	20250070
	78,988.20				
DOCUMENT IMAGING DIMENSIONS, INC					
TONER FINANCE DEPT.	119.00	01652800-52226	OFFICE EQUIPMENT MAINTEN	ANG213	
	119.00				
DUPAGE WATER COMMISSION					
WATER PURCHASE-JUL 2024	573,557.04	04201600-52283	DUPAGE CTY WATER COMMISS	SION06/30/24-07/31/24	
	573,557.04				
EJ EQUIPMENT INC					
JL AIR FILTER	136.25	01696200-53354	PARTS PURCHASED	P12912	
JL FILTERS	224.00	01696200-53354	PARTS PURCHASED	P13123	
JL BROOM	921.00	01696200-53354	PARTS PURCHASED	P13122	
JL AIR FILTER	108.25	01696200-53354	PARTS PURCHASED	P12921	
	1,389.50				
ENCHANTED PRODUCTIONS LLC					
FALL FEST-CAR SHOW 09/21/24	800.00	01750000-52291	MISC EVENTS/ACTIVITIES	716	
	800.00				
ENGINEERING RESOURCE ASSOCIATES INC					
CULVERS INSPECTION SVC PO-462750	2,750.00	01620100-52355	BRIDGE INSPECTION	C2400100.03	20250071
	2,750.00				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
EXAMINER PUBLICATIONS INC					
PUBLIC NOTICES 24-0027, 33, 36, 29	367.50	01530000-52240	PUBLIC NOTICES/INFORMATION	58715	
FIRSTSPEAR	367.50				
SWAT EQUIPMENT-QUINN WILLIS	3,181.02	01660100-53324	UNIFORMS	INV229629	
SWAI EQUITIVILIAN QUITAN WILLIS	3,181.02				
FIVE BELOW					
BACKPACKS	340.00	01-24218	SOCIAL SERVICES DONATIONS	241697	
	340.00				
FLAGS USA					
PW FLAG	80.00	01670400-53317	OPERATING SUPPLIES	119836	
	80.00				
FRESH & SILK FLOWERS					
TAX REFUND	-6.00	01660100-53317	OPERATING SUPPLIES	000009-REF 000009	
BARTLETT PD	96.95	01660100-53317	OPERATING SUPPLIES	000009	
GARVEY'S OFFICE SUPPLIES	90.95				
OFFICE SUPPLIES	100.56	01660100-53314	OFFICE SUPPLIES	PINV2600165	
OFFICE SUPPLIES	100.56	01000100 33311	0,7,02,001,1220		
GO DADDY	100.30				
SSL CERT HELPDESK	99.99	01652800-52255	SOFTWARE MAINTENANCE	3208490847	
331 CENT FILE DESK	99.99				
GRAINGER					
FITTINGS FOR GAUGES	10.94	01670400-53317	OPERATING SUPPLIES	9205445159	
VH BATTERIES SOUTH PD GATE	62.08	01680000-53319	MAINTENANCE SUPPLIES	9208501396	
PUMP HOSE	528.19	04101500-53317	OPERATING SUPPLIES	9181019606	
	601.21				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
GRANITE TELECOMMUNICATIONS TELCO SVC-SEP 2024 PARTIAL PAYMENT	1,081.97 1,081.97	01652800-52230	TELEPHONE	661117984	
HOBBY LOBBY NNO-POSTER BOARDS	71.90 71.90	01660100-53325	COMMUNITY RELATIONS	070956	

			Account		Purchase
Vendor / Description	Amount	Account Number	Description	Invoice No.	<u>Order</u>
		6			
HOME DEPOT					
OFFICE SUPPLIES	25.94	04201600-53316	TOOLS	8021562	
TARP, BUCKET	39.48	01670200-53317	OPERATING SUPPLIES	9012031	
GARBAGE CAN-WATER GARAGE	114.94	04201600-53317	OPERATING SUPPLIES	2021273	
FH SIGN HARDWARE	2.76	01680000-53319	MAINTENANCE SUPPLIES	19430265652	
FACILITY TOOLS	32.71	01670400-53316	TOOLS	9012016	
MECHANICS TOOLS	50.91	01696200-53316	TOOLS	5013526	
TC & VH MISC SUPPLIES	64.28	01680000-53319	MAINTENANCE SUPPLIES	19430258368	
VH ELECTRICAL SWITCHES	17.73	01680000-53319	MAINTENANCE SUPPLIES	19433594199	
SCADA CABINET FITTINGS	147.32	01670400-53317	OPERATING SUPPLIES	6011275	
SUMP PIT CHECK VALVE	9.98	01670400-53317	OPERATING SUPPLIES	5013525	
KNIVES	66.95	04200100-53314	OFFICE SUPPLIES	8021562	
TRUCK 8 TOOLS	29.94	04201600-53316	TOOLS	6522804	
M18 SAWZALL TRUCK 14	164.00	04201600-53316	TOOLS	62158645	
FACILITY TOOLS	24.97	01670400-53316	TOOLS	5013526	
CLOCK TOWER SWITCH FACE PLATE	3.31	01680000-53319	MAINTENANCE SUPPLIES	19430166660	
FH SIGN HARDWARE	1.38	01680000-53319	MAINTENANCE SUPPLIES	19430183111	
SAWZALL BLADES	48.82	01680000-53319	MAINTENANCE SUPPLIES	19430115659	
SCADA CABINET MOVE SUPPLIES	33.96	01670400-53317	OPERATING SUPPLIES	7012298	
GARAGE STORAGE CABINET	594.99	04201600-53350	SMALL EQUIPMENT EXPENSE	60912950	
VH ELECTRIC HARDWARE, TC HOSE	28.27	01680000-53319	MAINTENANCE SUPPLIES	19430187013	
TC BUCKET	4.48	01680000-53319	MAINTENANCE SUPPLIES	19430189191	
WPO SUPPLIES	131.66	04201600-53317	OPERATING SUPPLIES	9611800	
RETURN - GARBAGE CAN	-57.47	04201600-53317	OPERATING SUPPLIES	8201392	
FUSES, FITTINGS, SUPPLY LINE	83.95	01670400-53317	OPERATING SUPPLIES	9012017	
PAINTING SUPPLIES	66.42	01680000-53319	MAINTENANCE SUPPLIES	19430123869	
:=	1,731.68				

<u>Vendor / Description</u>	Amount	Account Number	Account Description	Invoice No. Purchase Order
HOTELS-MASTERCARD				
LODGING - PAUL TRIPPETT	275.28	01696200-52223	TRAINING	25570363
CLASS-WILLIAMS 08/05-08/08/24	526.36	01660100-52223	TRAINING	38453-1
DRE CLASS-HECK 08/15-08/18/24	922.96	01660100-52223	TRAINING	MARRIOTT 2024-HECK
DRE CLASS-BACIDORE 08/15-08/19/24	922.96	01660100-52223	TRAINING	MARRIOTT 2024-BACIDO
DRE CLASS-RUDELICH 08/15-08/19/24	922.96	01660100-52223	TRAINING	MARRIOTT 2024-RUDELI
ICAT CLASS-LARSEN 08/12-08/14/24	243.96	01660100-52223	TRAINING	86893864
REFUND-HOTEL, WILLIAMS 08/15/24	-39.36	01660100-52223	TRAINING	38453-0 REF
ICAT CLASS-FREER 08/12-08/14/24	243.96	01660100-52223	TRAINING	82179432
DRE CLASS-WALKER 08/15-08/19/24	922.96	01660100-52223	TRAINING	MARRIOTT 2024-WALKER
_	4,942.04			
HUIZENGA MUSIC				
FALL FEST-CAR SHOW 09/21/24 GENERATION BA	2,300.00	01750000-52291	MISC EVENTS/ACTIVITIES	HUIZENGA 09/21/24
·	2,300.00			
IPELRA				
TRAINING-TALAVERA 09/09-09/11/24	400.00	01590000-52223	TRAINING	2024CLLCTVBR
_	400.00			
ICCI				
CEU RENEWAL FOR STEVE MARTIN	145.00	01643700-52234	DUES & SUBSCRIPTIONS	179OR11
CEO RENEWAL FOR STEVE WARRING	145.00			
ILEAS	143.00			
	240.00	01660100-52234	DUES & SUBSCRIPTIONS	DUES13248
ILEAS MEMBERSHIP 07/01/24-06/30/25	240.00	01000100-52254	DOES & SOBSCRIPTIONS	D0L313240
	240.00			
ILLINOIS ASSN OF CHIEFS OF POLICE				
ITSC AWARDS BREAKFAST	180.00	01660100-52234	DUES & SUBSCRIPTIONS	17831
_	180.00			

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
ILLINOIS ASSN OF TECHNICAL ACCIDENT INVE	=				
IATAI TRAIN-KAISER 10/16-10/18/24	400.00	01660100-52223	TRAINING	00345	
	400.00				
ILLINOIS HOMICIDE INVESTIGATORS ASSN					
TRAINING-7 EMPL 10/15-10/17/24	2,065.00	01660100-52223	TRAINING	2024A0008	
	2,065.00				
ILLINOIS SECRETARY OF STATE					
SQUAD 634	154.40	01662700-53350	SMALL EQUIPMENT EXPENSE	DR69174	
SQUAD 633	154.40	01662700-53350	SMALL EQUIPMENT EXPENSE	DR69173	
SQUAD A3 NEW PLATES	323.11	01662700-53350	SMALL EQUIPMENT EXPENSE	452516	
	631.91				

			Account		Purchase
Vendor / Description	Amount	Account Number	Description	Invoice No.	<u>Order</u>
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INTERGOVERNMENTAL PERSONNEL BENEFIT	Γ COOPERATIVE				
SEP 2024 INSURANCE	9,767.32	01670100-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	10,565.70	01620100-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	49,332.88	01660100-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	1,627.90	01670200-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	81,011.43	01662700-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	7,567.61	01610100-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	2,463.06	01590000-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	1,519.37	04100100-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	3,261.95	04203100-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	24,672.19	01662400-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	3,946.68	01652800-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	976.72	01670500-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	42,895.81	01600000-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	1,627.90	01670700-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	1,302.31	01670300-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	713.48	01680000-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	2,170.50	04101500-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	3,261.95	04103100-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	2,279.04	01670600-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	8,247.95	04201600-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	6,837.16	01670400-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	8,139.47	01696200-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	3,909.55	01640100-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	2,170.50	04201400-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	5,620.05	01643700-51111	GROUP INSURANCE	09032024	
SEP 2024 INSURANCE	7,596.82	04200100-51111	GROUP INSURANCE	09032024	
	293,485.30				

<u>Vendor / Description</u>	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
INTERNET PURCHASE MASTERCARD					
SPILL KIT	616.00	01670600-53317	OPERATING SUPPLIES	70749	
	616.00				
JUST A TASTE CONFECTIONS					
LOLLIES-WRC OPEN HOUSE	318.00	04100100-52274	COMMUNITY SERVICE PROGRA	MSWRCOPENHOUSE	
,	318.00				
KAMMES AUTO & TRUCK REPAIR INC					
STATE INSPECTIONS	337.00	01696200-53353	OUTSOURCING SERVICES	145074	
	337.00				
KASEYA US, LLC					
IT DOCUMENTATION	125.40	01652800-52255	SOFTWARE MAINTENANCE	246455092765	
	125.40				
KERRY L KIRKLEY					
FALL FEST-CAR SHOW 09/21/24	1,000.00	01750000-52291	MISC EVENTS/ACTIVITIES	INV-10537-1	
	1,000.00				
LABOR RELATIONS INFORMATION SYSTEM	l				
SUBSCRIPTION RENEWAL	175.00	01660100-52234	DUES & SUBSCRIPTIONS	39608	
	175.00				
LANDSCAPE MATERIAL & FIREWOOD SALE	S INC				
WALKING PATH GROUND MULCH	286.00	11740000-55488	STORMWATER UTILITIES	61085	
STONE-CA6	430.12	04201600-53317	OPERATING SUPPLIES	61091	
TOPSOIL, MULCH	78.00	01670700-53317	OPERATING SUPPLIES	60768	
WALKING PATH GROUND MULCH	180.00	11740000-55488	STORMWATER UTILITIES	61053	
STONE-CA6	437.70	04201600-53317	OPERATING SUPPLIES	61092	
LEAK RESTO	657.00	04201600-52286	PAVEMENT RESTORATION	60773	
TOPSOIL, MULCH	480.00	01670400-53317	OPERATING SUPPLIES	60768	
	2,548.82				

<u>Vendor / Description</u>	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
LAW ENFORCEMENT TARGETS INC					
RANGE SUPPLIES	885.23 885.23	01662700-52239	RANGE	0600748-IN	
LECHNER & SONS	865.23				
MATS, TOWELS, WIPES PO-4144	23.54	01696200-53317	OPERATING SUPPLIES	3427908	20250042
MATS, TOWELS, WIPES PO-4144	49.99	01670100-53317	OPERATING SUPPLIES	3427908	20250042
-	73.53				
LEXISNEXIS					
MTHLY FEE-JUL 2024	235.36	01662400-53330	INVESTIGATION FUND	20240731	
	235.36				
LIVE VIEW GPS INC					
MTHLY FEE-AUG 2024	115.70	01662400-53330	INVESTIGATION FUND	485520	
	115.70				
LOWE'S HOME CENTERS					
TRUCK 5 TOOLS	54.90	04201600-53316	TOOLS	336428021 82165	
COLLECTION BAGS	7.98	01670600-53317	OPERATING SUPPLIES	82103	
(62.88				
LRS HOLDINGS LLC	120.00	01670400 53364	EQUIPMENT RENTAL	PS618483	
PORTA-JOHN 08/23-09/19/24	138.00	01670400-52264	EQUIFIVIENT RENTAL	13010403	
ATTIVE DVALABALCE	138.00				
LUCRATIVE DYNAMICS	950.00	11740000-55488	STORMWATER UTILITIES	2839	
DRONE VIDEO-KLEIN CREEK	950.00	11/40000-33488	STORIVIALER OTHERTES	2000	
MACON COUNTY LAW ENFORCEMENT TR	930.00				
ACADEMY-ARANDA, KENNICOTT 05/05-08/23/	/24 14,900.00	01660100-52223	TRAINING	24-1357	
ACADEMII ARAMDA, REMINICOTT 03/03 00/23/	14,900.00				
	,				

<u>Vendor / Description</u>	Amount	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
MAGLITE					
SALES TAX REFUND	-12.97	01662700-53350	SMALL EQUIPMENT EXPENSE	SH164029-REF	
_	-12.97				
MARK E RADABAUGH					
TAPING, EDITING 09/03/24	100.00	01590000-52253	CONSULTANT	24-0252	
·=	100.00				
MEN IN BLACK SERVICES					
PEST CONTROL	100.00	01670400-52244	MAINTENANCE & REPAIR	221753	
_	100.00				
MENARDS					
SOAP, BLEACH, GAR. ORGANIZATION	280.62	04201600-53317	OPERATING SUPPLIES	98723	
BLUE SCOOP	10.00	01660100-53325	COMMUNITY RELATIONS	028067	
OFFICE SUPPLIES	29.97	04200100-53314	OFFICE SUPPLIES TOOLS	111424 98723	
MISC TOOLS	32.92	04201600-53316	10013	36723	
	353.51				
METROPOLITAN INDUSTRIES INC		******************	AAAINITENIANICE Q DEDAID	INV065473	20250068
TUBEWAY STORM PUMP PO-4154	5,896.00	01670600-52244	MAINTENANCE & REPAIR MAINTENANCE & REPAIR	INV065475	20250069
PUMP REPAIR PO-4156	5,103.00	04101500-52244	MAINTENANCE & REPAIR	1111003473	20230003
	10,999.00				
MID AMERICAN WATER INC				2267144	20250066
SAMPLE STATIONS PO-4146	3,975.00	04201600-54480	CONSTRUCTION	236714A 236906A	20230060
B-BOX ASSEMBLIES, MAIN REPAIR CLAMPS	4,588.00	04201600-53317	OPERATING SUPPLIES	230900A	
	8,563.00				
MITCHELL REPAIR INFORMATION COMPAN	IY				
RENEWAL 08/01/24-07/31/25	4,776.00	01696200-52255	SOFTWARE MAINTENANCE	31119499	
	4,776.00				

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
vendor / Description	Amount	Account Humber	<u>Decompain</u>		
MUSCAT PAINTING & DECORATING					
FIRE HYDRANT PAINTING PO-4136	49,300.00	04201600-52244	MAINTENANCE & REPAIR	7182024-1	20250063
	49,300.00				
NEMRT					
EVOC CLASS-BORNEMANN 08/19-08/23/24	350.00	01660100-52223	TRAINING	360699	
	350.00				
NATIONAL ENGRAVERS					
LIFESAVING AWARDS	220.00	01660100-53317	OPERATING SUPPLIES	113373	
	220.00				
NETWORK SOLUTIONS INC					
DOMAIN REGISTRATION	160.85	01652800-52255	SOFTWARE MAINTENANCE	98545433	
	160.85				
NMI					
CC GATEWAY FEES- AUG 2024	113.45	04103100-52221	UTILITY BILL PROCESSING	288155940	
CC GATEWAY FEES- AUG 2024	113.45	04203100-52221	UTILITY BILL PROCESSING	288155940	
	226.90				
NORTHERN TOOL & EQUIPMENT	4 400 00	04670400 53350	SMALL EQUIPMENT EXPENSE	50723	
SMALL EQUIP REPL (STOLEN)	1,199.98 303.98	01670400-53350 01696200-53350	SMALL EQUIPMENT EXPENSE	18108	
TRANSFER PUMP FORESTRY SUPPLIES	218.91	01670700-53317	OPERATING SUPPLIES	50724	
, 6,125,, 55,	1,722.87				
OMI			¥		
WRC & MAINT SVC PO-4121	178,877.66	04101100-52262	WRC CONTRACT	35119928-04	20250036
	178,877.66				
OUDELLA					
DOOR READERS	500.99	01652800-54413	COMPUTER EQUIPMENT	ZIT0K2WKC	
	500.99				

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase Order
voltadi / Baddiipalan					
OUTDOOR HOME SERVICES HOLDINGS LLC					
WEED CONTROL-EASTON POND	350.20	01670400-52272	PROPERTY MAINTENANCE	196952422	20250058
WEED CONTROL-NORTH AVE	2,276.30	01670400-52272	PROPERTY MAINTENANCE	197022992	20250058
WEED CONTROL-GARY & ST CHARLES	109.18	01670400-52272	PROPERTY MAINTENANCE	197007656	20250058
WEED CONTROL-VH	91.67	01670400-52272	PROPERTY MAINTENANCE	196999983	20250058
WEED CONTROL-LIES RD	1,575.90	01670400-52272	PROPERTY MAINTENANCE	197003526	20250058
WEED CONTROL-TC	1,030.00	01670400-52272	PROPERTY MAINTENANCE	196988188	20250058
WEED CONTROL-SE LIES & GARY	71.07	01670400-52272	PROPERTY MAINTENANCE	196982504	20250058
WEED CONTROL- KUHN & LIES	175.10	01670400-52272	PROPERTY MAINTENANCE	196959376	20250058
	5,679.42				
PADDOCK PUBLICATIONS INC					
DAILY HERALD REFUND	-138.47	01652800-52234	DUES & SUBSCRIPTIONS	08052024	
	-138.47				
PEERLESS ENTERPRISES INC					
PD GATE TROLLY	325.00	01680000-53319	MAINTENANCE SUPPLIES	034341	
:	325.00				
POMPS TIRE SERVICE					
AG TIRES	427.76	01696200-53354	PARTS PURCHASED	411119542	
JL TIRES	329.56	01696200-53354	PARTS PURCHASED	411115020	
_	757.32				
PRIME LANDSCAPING GROUP, LLC					
MOWING SVC PO-4117 SEP-2024	7,613.88	01670400-52272	PROPERTY MAINTENANCE	2211	20250010
PLANT MAINT SVC PO-4118 SEP-2024	3,694.01	01670400-52272	PROPERTY MAINTENANCE	2211-1	20250011
_	11,307.89				
PRIORITY PRODUCTS INC					
SUPPLIES	893.62	01696200-53317	OPERATING SUPPLIES	1008399	
-	893.62				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
PRO TRAIN INC CLASS-KRIESE 06/17/24	616.98	01660100-52223	TRAINING	PTI2024-3535	
PROFESSIONAL SNOWFIGHTERS ASSN	010.30				
SNOW, ICE CLASS-5 ATTENDEES 08/06/24	475.00	01670200-52223	TRAINING	6407	
SNOW, ICE CLASS 08/06/24	95.00	01670200-52223	TRAINING	6416	
	570.00				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
RAY O'HERRON CO					
UNIFORM-BRYANT	923.83	01660100-53324	UNIFORMS	2355792	
UNIFORM-H. GUZMAN	90.00	01660100-53324	UNIFORMS	2354101	
UNIFORM-CASTRO	760.68	01660100-53324	UNIFORMS	2357698	
UNIFORM-DUNTEMAN	20.00	01660100-53324	UNIFORMS	2358372	
UNIFORM-BADGES	107.95	01660100-53324	UNIFORMS	2354828	
UNIFORM-GORMAZ	816.62	01660100-53324	UNIFORMS	2358665	
UNIFORM-CZERNEK	178.98	01660100-53324	UNIFORMS	2355798	
UNIFORM-LAKE	10.00	01660100-53324	UNIFORMS	2358056	
UNIFORM-SWAT, WILLIS	29.16	01660100-53324	UNIFORMS	2355020	
UNIFORM-JAGERS	43.65	01660100-53324	UNIFORMS	2358664	
UNIFORM-C. GUZMAN	143.49	01660100-53324	UNIFORMS	2355796	
UNIFORM-GORMAZ	709.92	01660100-53324	UNIFORMS	2357397	
UNIFORM-KEALLY	290.22	01660100-53324	UNIFORMS	2358373	
UNIFORM-MALINOWSKI	731.15	01660100-53324	UNIFORMS	2355790	
UNIFORM-KEALLY	24.59	01660100-53324	UNIFORMS	2358666	
UNIFORM-MALINOWSKI	948.75	01660100-53324	UNIFORMS	2357703	
UNIFORM-BAJOREK	200.30	01660100-53324	UNIFORMS	2358804	
UNIFORM-BRYANT	67.89	01660100-53324	UNIFORMS	2356505	
UNIFORM-RIEMER	92.39	01660100-53324	UNIFORMS	2359430	
UNIFORM-BRYANT	825.17	01660100-53324	UNIFORMS	2357700	
UNIFORM-IBARRIENTOS	80.99	01660100-53324	UNIFORMS	2356896	
UNIFORM-KAISER	166.45	01660100-53324	UNIFORMS	2359587	
UNIFORM-IBARRIENTOS	139.49	01660100-53324	UNIFORMS	2355652	
UNIFORM-MALINOWSKI	59.36	01660100-53324	UNIFORMS	2359593	
UNIFORM-CASTRO	121.50	01660100-53324	UNIFORMS	2355783	
UNIFORM-MALINOWSKI	77.89	01660100-53324	UNIFORMS	2356506	
UNIFORM-MABBITT	31.68	01660100-53324	UNIFORMS	2355007	
UNIFORM-C. GUZMAN	10.00	01660100-53324	UNIFORMS	2356382	
UNIFORM-BABOR	47.52	01660100-53324	UNIFORMS	2355008	
UNIFORM-GORMAZ	20.11	01660100-53324	UNIFORMS	2355744	

			Purchase		
Vendor / Description	Amount	Account Number	Account Description	Invoice No.	<u>Order</u>
· · · · · · · · · · · · · · · · · · ·			-		
WEAPONS	2,114.19	01662700-53323	WEAPONS	2354860	
UNIFORM-NAMEPLATES	35.95	01660100-53324	UNIFORMS	2354956	
UNIFORM-SWAT - WILLIS	1,268.50	01660100-53324	UNIFORMS	2354266	
UNIFORM-LAKE	91.46	01660100-53324	UNIFORMS	2358066	
UNIFORM-BALDWIN	148.26	01660100-53324	UNIFORMS	2354100	
UNIFORM-CZERNEK	325.76	01660100-53324	UNIFORMS	2354138	
·	11,753.85				
REALTRUCK.COM					
TRUCK 19 UPFITTING	388.79	04200100-53350	SMALL EQUIPMENT EXPENSE	5628514	
÷ 	388.79				
RECORD-A-HIT INC					
FALL FEST-CAR SHOW 09/21/24 PAY-2	1,942.50	01750000-52291	MISC EVENTS/ACTIVITIES	241630-2	
· -	1,942.50				
RECRUITERBOX					
ANNUAL SUBSCRIPTION	2,203.00	01600000-52255	SOFTWARE MAINTENANCE	105278	
-	2,203.00				
REFUNDS MISC					
SMA DEPOSIT-REFUND	9,400.00	01-24321	STORMWATER REVIEW FEE SECURB65 NORTH AVE-2024		
STRM WATER SECURITY REFUND	23,150.00	01-24320	STORM WATER SECURITY DEPOSI7494 MISSION-2024		
FALSE ALARM OVERPAYMENT	150.00	01000000-47407	MISCELLANEOUS REVENUE INV 7987		
SMA DEPOSIT-REFUND	5,000.00	01-24321	STORMWATER REVIEW FEE SECURIL70 NORTH AVE-2024		
1388 BOA TRL-DRIVEWAY APRON REPLACE REIM	1,398.40	04201600-52244	MAINTENANCE & REPAIR	1388 BOA TRL-2024	
SMA DEPOSIT-REFUND	1,800.00	01-24321	STORMWATER REVIEW FEE SECUR#40 MISSION-2024		
SMA DEPOSIT-REFUND	5,250.00	01-24321	STORMWATER REVIEW FEE SECURI160 GARY AVE-2024		
-	46,148.40				
REFUNDS PRESERVATION BONDS					
PERSERVATION BOND	5,000.00	01-24302	ESCROW - GRADING	494 MISSION-2024.1	
·-	5,000.00				

Vendor / Description	Amount	Account Number	Account Description	P Invoice No.	urchase Order
vendor / Description	Amount	A000uiit Huiiiboi	Dooripaon		
RESTAURANT DEPOT					
NNO-HOT DOG, SUPPLIES	992.86	01660100-53325	COMMUNITY RELATIONS	RESTAURANT 07/30/24	
,	992.86				
RESTAURANT-MASTERCARD					
MEAL-PAUL TRIPPETT, TRAINING	8.23	01696200-52223	TRAINING	BURGER KING 08/15/24	
MEAL-MIKE HARTING	10.34	01696200-52223	TRAINING	IN-N-OUT 08/19/24	
EMPLOYEE LUNCHEON MEETING	97.98	01590000-52222	MEETINGS	ROSATIS 08/13/24	
MEAL-MIKE HARTING	17.30	01696200-52223	TRAINING	REGGIOS 08/19/24	
MEAL-PAUL TRIPPETT, TRAINING	18.17	01696200-52223	TRAINING	DOMINOS 08/13/24	
ADMINISTRATION INTERVIEW MTG.	73.38	01590000-52222	MEETINGS	SOUTHERN 08/14/24	
MEAL - PAUL TRIPPETT	10.36	01696200-52223	TRAINING	HARDEES 08/14/24	
MEAL-PAUL TRIPPETT, TRAINING	21.70	01696200-52223	TRAINING	CULVERS 08/14/24	
ARMY TRL/ COUNTY FARM DIG	59.59	04201600-53317	OPERATING SUPPLIES	WHITE COTT 08/09/24	
	317.05				
RHINO LININGS OF DUPAGE					
TRUCK 19 UPFIT	595.00	04200100-53350	SMALL EQUIPMENT EXPENSE	22020	
TRUCK 11 REPAIR	339.00	01696200-53353	OUTSOURCING SERVICES	22022	
	934.00				
ROSE PARTY RENTAL					
NNO TABLES, CHAIRS	471.87	01660100-53325	COMMUNITY RELATIONS	61923-2	
	471.87				
SAE CUSTOMS INC					
AXON CAMERA INSTALL	4,125.00	01662700-53350	SMALL EQUIPMENT EXPENSE	5227	
	4,125.00				
SAFEKIDS WORLDWIDE					
CPS TRAINING-CHIARITO	95.00	01660100-52223	TRAINING	CMSPMT97372	
CPS TRAINING-HERNANDEZ	95.00	01660100-52223	TRAINING	CMSPMT97374	
	190.00				

Vendor / Description	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
SANTACRUZ ASSOCIATES LTD					
LAND ACQUISITION PO-462677	1,200.00	11740000-55486	ROADWAY CAPITAL IMPROVEME	N#100	20250008
	1,200.00				
SAUERS BAKERY INC					
DEA MEETING	28.01	01660100-53317	OPERATING SUPPLIES	088359	
	28.01				
SCHROEDER ASPHALT SERVICES					
MORTON RD-RECONSTRUCTION PO-462681	20,424.54	06320000-54469	REBUILD ILLINOIS BOND	2024-313	20250067
MORTON RD-RECONSTRUCTION PO-462681	57,317.61	06-21446	RETAINAGE SCHROEDER	2024-313	20250067
	77,742.15				
SIKICH LLP					
AUDIT FEES	5,167.00	01520000-52237	AUDIT FEES	66581	
AUDIT FEES	2,500.00	04103100-52237	AUDIT FEES	66581 66581	
AUDIT FEES	2,500.00	04203100-52237	AUDIT FEES	00201	
CTANDADD FOLUDRAFRIT CORADANIV	10,167.00				
STANDARD EQUIPMENT COMPANY	161.17	01696200-53354	PARTS PURCHASED	P51193	
JL FILTER	161.17	01030200-33334	TARTOTORCHASED	, 31133	
CTRORES NI NAORE	101.17				
STROBES N MORE	885.85	04200100-53350	SMALL EQUIPMENT EXPENSE	312562	
TRUCK 19 UPFIT	885.85	04200100 33330	5141112222011 1112111 2.11 2.11		
SUBURBAN LABORATORIES INC	303.03				
WATER TEST-JUL 2024	1,609.00	04201600-52279	LAB SERVICES	227149	20250045
WATER TEST JOE 2024	1,609.00				
SUNBELT RENTALS					
ROLLER RENTAL - 864 PEORIA CT	265.00	04201600-52264	EQUIPMENT RENTAL	157115112	
	265.00				

Manufacture (December 6)	Amount	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
Vendor / Description	<u>Amount</u>	Account Number	Description	invoice No.	<u> </u>
TASKCALL CLOUD SERVICES, SL					
ON CALL SOFTWARE	222.85	01652800-52255	SOFTWARE MAINTENANCE	1033	
	222.85				
TELCOM INNOVATIONS GROUP LLC					
LICENSE RENEWAL-1 YR	4,762.80	01652800-52255	SOFTWARE MAINTENANCE	A61157	
•	4,762.80				
TESTING SERVICE CORP					
CONSTRUCTION MATERIAL PO-462735	770.00	11740000-55486	ROADWAY CAPITAL IMPROVEMI	EN T N131711	20250044
	770.00				
THE BOARD OF TRUSTEES OF THE UNIV OF	ILL				
LAB TESTING	90.00	01662300-53317	OPERATING SUPPLIES	H1283 2023-363	
LAB TESTING	200.00	01662300-53317	OPERATING SUPPLIES	H1283 2023-360	
	290.00				
THE SAFARILAND GROUP					
IMPACT MUNITIONS-WALKER, RUDELICH 10/15	5/ 700.00	01660100-52223	TRAINING	037617	
	700.00				
THE UPS STORE					
SPEAKER RMA	55.34	01652800-53317	OPERATING SUPPLIES	07232024	
FLASHLIGHT RETURN	63.49	01662700-53350	SMALL EQUIPMENT EXPENSE	12408140870A	
REPAIR BALLOON LIGHT SHIPPING	228.99	04201600-53317	OPERATING SUPPLIES	445984	
	347.82				

			Account		Purchase
Vendor / Description	<u>Amount</u>	Account Number	<u>Description</u>	Invoice No.	<u>Order</u>
THIRD MILLENIUM ASSOCIATES INCORPOR	ATED				
BILL PRINTING & POSTAGE-AUG 2024	1,359.21	04203100-52221	UTILITY BILL PROCESSING	31869	
GREEN PAY FEE-AUG 2024	268.01	04103100-52221	UTILITY BILL PROCESSING	31870	
BILL PRINTING & POSTAGE-AUG 2024	58.65	04203100-52229	POSTAGE	31869	
GREEN PAY FEE-AUG 2024	268.01	04203100-52221	UTILITY BILL PROCESSING	31870	
BILL PRINTING & POSTAGE-AUG 2024	58.65	04103100-52229	POSTAGE	31869	
BILL PRINTING & POSTAGE-AUG 2024	1,359.20	04103100-52221	UTILITY BILL PROCESSING	31869	
	3,371.73				
TIDE					
TABLECLOTH CLEANING	74.97	01660100-53325	COMMUNITY RELATIONS	088455	
	74.97				121
TIF 3 NORTH AND SCHMALE RD					
SALES TAX-JUN 2024	-10,683.94	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 JUN-2024	
SALES TAX-JUN 2024	10,683.94	01720000-58340	SALES TAX TFR - RDA#1	TIF3 JUN-2024	
SALES TAX-JUN 2024	10,683.94	22-11105	CASH - TRUST	TIF3 JUN-2024	
	10,683.94				
TRAFFIC CONTROL & PROTECTION					
ENGINEERING SIGNS	324.00	01670300-53344	STREET SIGNS	6876	
WATER BARRIER RENTAL	234.00	01670300-52264	EQUIPMENT RENTAL	R32191	
	558.00				
TRANS UNION LLC					
MTHLY CREDIT CHECK	121.00	01662400-53330	INVESTIGATION FUND	07400198	
	121.00				
TRANSUNION RISK & ALTERNATIVE DATA	SOLUTIONS INC				
SOFTWARE- JUL 2024	182.00	01660100-52255	SOFTWARE MAINTENANCE	48931-202407-1	
	182.00				

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
TRAVEL-MASTERCARD					
DRE CLASS-TRAVEL 08/19/24	20.86	01660100-52223	TRAINING	PP COACH 08/19/24	
DRE CLASS-TRAVEL 08/15/24	30.75	01660100-52223	TRAINING	MENSAH CAB 08/15/24	
DRE CLASS- HECK TRAVEL 08/19/24	22.05	01660100-52223	TRAINING	UVC 08/19/24	
TRAVEL-MIKE HARTING	5.99	01696200-52223	TRAINING	UBER-1 08/20/24	
TRAVEL-MIKE HARTING	5.99	01696200-52223	TRAINING	UBER-2 08/20/24	
DRE CLASS-HECK TRAVEL 08/15/24	23.39	01660100-52223	TRAINING	UVC 08/15/24	
TRAVEL-MIKE HARTING	52.38	01696200-52223	TRAINING	37	
	161.41				
TRISOURCE SOLUTIONS LLC					
TRISOURCE CC FEES-AUG 2024	2,185.03	04203100-52221	UTILITY BILL PROCESSING	7833 09/04/24	
TRISOURCE CC FEES-AUG 2024	2,185.04	04103100-52221	UTILITY BILL PROCESSING	7833 09/04/24	
-	4,370.07				
TVG-MGT HOLDINGS, LP					
OFFICE MANAGER-D KALKE 08/03-08/24/24	7,171.20	01590000-52253	CONSULTANT	MGT36001	
_	7,171.20				
U S POSTMASTER					
POSTAGE WATER BILLS-AUG 2024	2,938.36	04103100-52229	POSTAGE	1529 08/29/24	
POSTAGE WATER BILLS-AUG 2024	2,938.36	04203100-52229	POSTAGE	1529 08/29/24	
: 	5,876.72				
UNITED AUDIO PRODUCTIONS					
FALL FEST-CAR SHOW 09/21/24	800.00	01750000-52291	MISC EVENTS/ACTIVITIES	UNITED AUDIO 9/21/24	1
-	800.00				
US UPFITTERS					
UPFIT VAN #15 PO-4602189	7,789.30	01680000-53350	SMALL EQUIPMENT EXPENSE	109978	20250072
-	7,789.30				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
USA BLUE BOOK					
MAIN WRENCH	114.95	04201600-53316	TOOLS	00420525	
PIPE TAPE, FLARE, DESCALER	340.53	04201600-53317	OPERATING SUPPLIES	00420516	
WRENCH	65.16	04201600-53316	TOOLS	420516	
	520.64				
VIKING CHEMICAL COMPANY					
SODIUM HYPOCHLORITE-KUHN RD	392.40	04201600-53331	CHEMICALS	168311	
	392.40				
VILLAGE OF BLOOMINGDALE					
TRUCK SCALE MAINT 09/01/24-08/31/25	1,000.00	01660100-52234	DUES & SUBSCRIPTIONS	24-0001388	
	1,000.00				

			Account		Purchase
Vendor / Description	<u>Amount</u>	Account Number	Description	Invoice No.	<u>Order</u>
Vendor / Description			·		
VILLAGE OF CAROL STREAM					
245 KUHN RD-ADMIN BLDG 07/01-08/01/24	36.23	04101500-53220	WATER	02182845-20872	
300 KUHN RD-CHLORINE ANALYZER 07/01-08/01	8.74	04200100-53220	WATER	02183176-21255	
245 KUHN RD-BLOWER BLDG I 07/01-08/01/24	1.52	04101500-53220	WATER	02183200-21279	
300 KUHN RD-RESERVOIR ANALYZER 07/01-08/0	32.44	04200100-53220	WATER	02183211-21290	
124 GERZEVSKE LN-WASHDOWN BIN 07/01-08/0	60.86	04200100-53220	WATER	02183178-21257	
245 KUHN RD-HYDNT MTR 07/01-08/01/24	157.25	04101500-53220	WATER	02183217-21297	
245 KUHN RD-BLOWER BLDG II 07/01-08/01/24	0.59	04101500-53220	WATER	02183199-21278	
124 GERZEVSKE LN-E SIDE PUMP 07/01-08/01/2	175.56	04200100-53220	WATER	02183218-21298	
245 KUHN RD-MAINT CONTROL BLDG 07/01-08/	29.60	04101500-53220	WATER	02182844-20871	
960 GARY AVE-VISITOR CTR 07/01-08/01/24	156.55	01680000-53220	WATER	02182851-20878	
124 GERZEVSKE LN-PW METER 07/01-08/01/24	309.18	04200100-53220	WATER	02183163-21240	
500 GARY AVE-VH 07/01-08/01/24	665.92	01680000-53220	WATER	02182849-20876	
124 GERZEVSKE LN-E PUMP STATION 07/01-08/0	2.84	04200100-53220	WATER	02183175-21254	
301 LIES-FARMHOUSE 07/01-08/01/24	0.68	01680000-53220	WATER	02180989-18979	
245 KUHN RD-BTH MAINT BLDG 07/01-08/01/24	16.13	04101500-53220	WATER	02183177-21256	
960 GARY AVE-FOUNTAIN 07/03-08/01/24	2,146.79	01680000-53220	WATER	02182850-20877	
300 KUHN RD-WRC & HOSES 07/01-08/01/24	1.28	04200100-53220	WATER	02183212-21291	
124 GERZEVSKE LN-PW CENTER 07/01-08/01/24	152.49	01670100-53220	WATER	02182848-20875	
	3,954.65				
VODOTECH INC	-,				
VODOTECH INC		04653000 54443	OTHER COHIRMENT	1501	
CAMERA WIRING	300.00	01652800-54412	OTHER EQUIPMENT	1301	
	300.00				

			Account		Purchase
Vendor / Description	Amount	Account Number	Description	Invoice No.	<u>Order</u>
WAL MART					
WALIVIARI				072042	
BLUE SCOOPS	186.94	01660100-53325	COMMUNITY RELATIONS	073843	
BLUE SCOOP	60.90	01660100-53325	COMMUNITY RELATIONS	013834	
NNO-CAR CLEANING	5.86	01660100-53325	COMMUNITY RELATIONS	040673	
NNO-SUPPLIES	66.60	01660100-53325	COMMUNITY RELATIONS	092183	
NNO-SUPPLIES	44.47	01660100-53325	COMMUNITY RELATIONS	015700	
BLUE SCOOP	90.60	01660100-53325	COMMUNITY RELATIONS	075058	
	455.37				
WASABI TECHNOLOGIES LLC					
ONLINE BACKUP	17.78	01652800-52230	TELEPHONE	694607	
	17.78				
WESTERN NRG INC					
REPLACEMENT FIREWALL	2,438.00	01652800-54412	OTHER EQUIPMENT	NRGQ9403-9C1	
	2,438.00				
WESTMORE SUPPLY CO					
CONCRETE 08/08/24	711.25	01670500-53317	OPERATING SUPPLIES	R117053	
CONCRETE 08/21/24	711.25	01670500-53317	OPERATING SUPPLIES	R116915	
CONCRETE 08/06/24	572.00	01670500-53317	OPERATING SUPPLIES	R117012	
CONCRETE 08/20/24	764.00	01670500-53317	OPERATING SUPPLIES	R116959	
	2,758.50				

			Account		Purchase
Vendor / Description	Amount	Account Number	<u>Description</u>	Invoice No.	<u>Order</u>
-					
WEX BANK					
FUEL-AUG 2024	1,475.92	01670200-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	1,868.28	04201400-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	337.35	01670300-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	288.03	01680000-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	421.69	01670700-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	16,209.00	01662700-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	490.76	01640100-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	151.51	04101500-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	421.69	01670600-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	561.63	01620100-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	-323.61	01000000-47407	MISCELLANEOUS REVENUE	99372673	
FUEL-AUG 2024	716.87	01670400-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	506.03	01670500-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	266.90	04200100-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	3,202.77	04201600-53313	AUTO GAS & OIL	99372673	
FUEL-AUG 2024	337.35	01670100-53313	AUTO GAS & OIL	99372673	
-	26,932.17				
WINDY CITY CLEANING EQUIP & SUPPLIES					
POWER WASH	525.99	01670400-52244	MAINTENANCE & REPAIR	006108	
JA HOSE	109.99	01696200-53354	PARTS PURCHASED	006117	
POWER WASH HOSE	209.99	01670400-53317	OPERATING SUPPLIES	006133	
JA HOSES	295.94	01696200-53354	PARTS PURCHASED	006106	
	1,141.91				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
ZIEBELL WATER SERVICE PRODUCTS INC					
HYD PARTS & B-BOX PARTS	1,307.56	04201600-53317	OPERATING SUPPLIES	266587000	
BOWSTRING CT-HYDRANT	4,895.00	04201600-53317	OPERATING SUPPLIES	266805-000	
GOODYEAR DIG HYMAX & BBOX PTS	1,720.83	04201600-53317	OPERATING SUPPLIES	266452000	
US PIPE HYD PARTS	1,951.80	04201600-53317	OPERATING SUPPLIES	266643	
2" B-BOX PARTS	231.00	04201600-53317	OPERATING SUPPLIES	266644	
WATEROUS REPAIR VALVES	280.00	04201600-53317	OPERATING SUPPLIES	266736	
	10,386.19				
ZOOM VIDEO COMMUNICATIONS LLC					
VIDEO CONFERENCING	205.51	01652800-52255	SOFTWARE MAINTENANCE	269632298	
*	205.51				
ZYNNOVATION LLC					
PLANT GARDEN PROJECT	2,090.08	11740000-55488	STORMWATER UTILITIES	2751	
	2,090.08				
GRAND TOTAL	\$1,601,275.64				

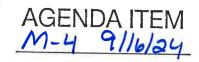
The preceding list of bills payable totaling \$ 1,601,275.64 was reviewed and approved for payment.

Approved by:	
William Ark	Date: 09.13.2024
William Holmer –Village Manager	
Authorized by:	
Authorized by.	
	Frank Saverino Sr-Mayor
	Julia Schwarze- Village Clerk

AGENDAITEM

ADDENDUM WARRANTS SEPTEMBER 4, 2024 Thru SEPTEMBER 16, 2024

Fund	Check #	Vendor	Description	Amount
General	АСН	Wheaton Bank & Trust	Payroll August 19, 2024 thru September 1, 2024	619,917.99
Water & Sewer	АСН	Wheaton Bank & Trust	Payroll August 19, 2024 thru September 1, 2024	66,383.76
				686,301.75
		Approved this d	ay of, 2024	
		By:Frank Saverino Sr-Mayo	r	
		Julia Schwarze - V	Village Clerk	



Village of Carol Stream General Fund Budget Summary

MONTH	YTD	BUDGET
MONTH	עוז	BUDGET

1		ast Year	Cur	rrent Year	I	∕lonthly Vari	ance	Г	Last Year	Current \	ear	_	YTD Varian	ce	Г	Annua!		YTD		YTD		Variance	\neg
		Aug		Aug		\$	%	1	YTD	YTD			\$	%	L	Budget	Е	Budget		Actual		\$	%
REVENUES	Г							r							Г					***			
Property Tax	\$	252,126	\$	38,751	\$	(213,375)	-85%	1	\$ 2,292,325	\$ 2.045	,095	\$	(247,231)	-11%	ŝ	3,800,000	\$ 2	2,300,000	4	2,045,095	¢	(254,905)	-11%
Sales Tax	ľ	788,010	7	789,329	7	1,319	0%	1	2,868,965	2,956		,	87,850	3%	ľ	9,100,000		2,895,979	-	2,956,815	7	60,836	2%
Home Rule Sales Tax	ı	588,960		588,193		(767)	0%	1	2,107,633	2,125			17,966	1%		6,715,000		2,263,787		2,125,598		(138,189)	-6%
State Income Tax	1	393,636		444,319		50,683	13%	1	2,400,798	2,632			232,151	10%		6,740,000		2,547,447		2,632,949		85,502	3%
Fines (Court, Ord., ATLE, Towing)	1	130,712		86,187		(44,525)	-34%	-1	484,932		,272		(27,660)	-6%		1,433,000		467,147		457,272		(9,874)	-2%
Natural Gas Use Tax	1	19,328		14,830		(4,498)	-23%	-1	115,447		,051		(4,397)	-4%		600,000		115,000		111,051		(3,949)	-3%
Other Taxes (Use, Hotel, PPRT	ı			- ,		(-//		-	,		,		(-/ /			,				,		(-//	
Video Gaming, Alcohol)	ı	236,133		238,816		2,683	1%	-1	1,109,694	1,053	.778		(55,916)	-5%		3,243,600		1,121,763		1,053,778		(67,985)	-6%
Licenses	ı	1,971		1,228		(743)	-38%	1	15,599		,492		(7,107)	-46%	1	266,100		221,590		8,492		(213,098)	-96%
Cable Franchise Fees	l	97,493		103,991		6,498	7%	1	218,370	211	,925		(6,444)	-3%		419,200		139,733		211,925		72,192	52%
Building Permits	l	42,541		64,628		22,086	52%	-1	221,368	245	,727		24,359	11%		700,000		366,000		245,727		(120,273)	-33%
Fees for Services	ı	66,184		55,926		(10,259)	-16%	- 1	237,485	299	,753		62,268	26%		704,600		283,233		299,753		16,520	6%
Interest Income	ı	38,910		62,647		23,737	61%	-	159,220	221	,668		62,448	39%		450,000		150,000		221,668		71,668	48%
All Other / Miscellaneous	l .	75,090		99,785		24,695	33%	-1	452,729	385	,998		(66,731)	-15%	П	1,043,500		366,500		385,998		19,498	5%
Revenue Totals	Ś	2,731,092	Ś	2,588,629	Ś	(142,464)	-5%	ŀ	\$ 12,684,565	\$ 12,756	.121	Ś	71,557	1%	Ś	35,215,000	Š 13	3,238,180	\$ 1	2,756,121	Ś	(482,059)	-4%
	_				Ė														_				
EXPENDITURES	Γ							ſ							Γ								
Fire & Police Commission	\$	360	\$	7,754	\$	7,394	2054%	١	\$ 5,999	\$ 36	,165	\$	30,166	503%	\$	35,921	\$	11,974	\$	36,165	\$	24,192	202%
Village Board & Clerk	l	6,077		11,333		5,256	86%	-1	52,295	69	,989		17,694	34%	П	154,569		51,523		69,989		18,466	36%
Plan Commission & ZBA	L	141		364		222	157%	-1	1,388	1	,538		150	11%	ш	8,025		2,675		1,538		(1,137)	-43%
Emergency Services	ı	3		54		2	0%	-1			2		020	0%		8,000		2,667		(2)		(2,667)	-100%
Legal Services	ı	16,998		45,500		28,502	168%	- 1	62,757	138	,013		75,256	120%		223,400		74,467		138,013		63,547	85%
Administration	ı	67,470		30,527		(36,943)	-55%	- 1	314,461	221	,997		(92,464)	-29%	ш	938,888		312,963		221,997		(90,966)	-29%
Employee Relations	ı	35,794		47,799		12,004	34%	- 1	137,972	160	,010		22,038	16%	П	577,710		192,570		160,010		(32,560)	-17%
Financial Management	ı	65,165		57,427		(7,737)	-12%		289,711	288	,991		(720)	0%	П	764,086		254,695		288,991		34,296	13%
Engineering Services		87,197		89,289		2,092	2%	- 1	454,166	473	,781		19,615	4%	Н	1,284,299		434,656		473,781		39,124	9%
Community Development	L	87,368		87,280		(88)	0%	- 1	420,121	427	,600		7,479	2%	П	1,265,361		427,703		427,600		(103)	0%
Information Technology	ı	103,641		89,573		(14,068)	-14%	- 1	602,610	593	,430		(9,181)	-2%	Ш	1,736,995		578,998		593,430		14,431	2%
Police	ı	1,555,027		1,529,621		(25,405)	-2%	- 1	6,515,319	6,644	,904		129,585	2%	П	19,667,753	1	6,855,614		6,644,904		(210,709)	-3%
Public Works	ı	294,477		2 7 5,862		(18,615)	-6%		2,679,211	2,348	,593		(330,618)	-12%	П	5,488,377		2,656 ,874		2,348,593		(308,281)	-12%
Municipal Building	1	32,475		28,036		(4,439)	-14%	1	156,257	175	,187		18,930	12%	П	550,991		215,589		175,187		(40,402)	-19%
Municipal Garage	l	(5,341)		(9,272)		(3,931)	74%	1	(126)		,373)		, , ,	28880%	П	1.5		1.00		(36,373)		(36,373)	100%
Transfers and Agreements	1	10,745		11,002		257	2%	ı	437,266		,806		(272,460)	-62%	П	612,000		163,832		164,806		974	1%
Town Center		8,761		22,691		13,930	159%		112,012	93	,734		(18,278)	-16%	L	148,625		100,000		93,734		(6,266)	-6%
Expenditure Totals	\$	2,366,354	\$	2,324,784	\$	(41,570)	-2%	[\$ 12,241,419	\$ 11,802	,365	\$	(439,053)	-4%	3	33,465,000	\$ 1	2,336,799	\$ 1	1,802,365	\$	(534,434)	-4%
Net Increase / (Decrease)	\$	364,738	\$	263,845	\$	(100,894)			\$ 443,146	\$ 953	,756	\$	510,610		3	1,750,000	\$	901,381	\$	953,756	\$	52,375	

Village of Carol Stream

Water and Sewer Fund Budget Summary

For the Month Ended August 31, 2024

	Last	Year

YTD

BUDGET

Water Billings
Sewer Billings
Penalties/Admin Fees
Connection/Expansion Fee
Interest Income
Rental Income
All Other / Miscellaneous

REVENUES

Revenue Totals
EXPENDITURES

Salaries & Benefits
Purchase of Water
WRC Operating Contract
Maintenance & Operating
IEPA Loan P&I
DWC Loan P&I
Capital Outlay

Expenditure Totals

Net Increase / (Decrease)

		_		_							
L	ast Year	Cu	ırrent Year	M	Monthly Variance						
	Aug		Aug		\$	%					
\$	787,488	\$	857,626		70,139	9%					
	363,043		373,398		10,355	3%					
	15,636		14,604		(1,032)	-7%					
	×		5,590		5,590	100%					
	90,371		90,549		178	0%					
	11,911		12,858		947	8%					
	3,430		6,142		2,712	79%					
\$	1,271,879	\$	1,360,768	\$	88,889	7%					

MONTH

Last Year	Current Year	/ear YTD Varian				
YTD	YTD	\$	%			
\$ 3,244,543	\$ 3,275,015	30,472	1%			
1,506,292	3 5,275,015 1,439,914	(66,378)	-4%			
49,463	54.364	4,901	10%			
49,465	,	5,590	100%			
227.665	5,590	•	11			
337,665	360,946	23,282	7%			
55,265	55,800	535	1%			
382,266	82,240	(300,027)	-78%			
\$ 5,575,494	\$ 5,273,869	\$ (301,625)	-5%			

Г	Annual	YTD	YTD	Varianc	е
L	Budget	Budget	Actual	\$	%
Г					
\$	9,603,000	\$ 3,387,141	\$ 3,275,015	(112,126)	-3%
ı	4,210,000	1,484,938	1,439,914	(45,024)	-3%
ı	171,000	57,000	54,364	(2,636)	-5%
ı	42,500	14,167	5,590	(8,577)	-61%
ı	550,000	183,333	360,946	177,613	97%
ı	182,000	60,667	55,800	(4,867)	-8%
	122,500	23,833	82,240	58,406	245%
\$	14,881,000	\$ 5,211,079	\$ 5,273,869	\$ 62,790	1%

1,986 2,416	\$	51,005 33,263 1,052,599	\$	(981) 30,847 (567,960)	0% -2% 1277% - 35 %
				, ,	-2%
- 1,986		51,005		- (981)	- 7
2		2		-	0%
7,306		205,376		(481,930)	-70%
3,823		41,994		(121,829)	-74%
4,240		554,323		(19,917)	-3%
0,788		166,638		25,850	18%
	0,788 4,240 3,823 7,306	4,240 3,823	4,240 554,323 3,823 41,994	4,240 554,323 3,823 41,994	4,240 554,323 (19,917) 33,823 41,994 (121,829)

\$	346,057	\$ 1,238,200	\$ 892,143	
\$	5,229,437	\$ 4,035,669	\$ (1,193,768)	-23%
	366,783	194,489	(172,294)	-47%
ı	5 1, 986	51,005	(981)	-2%
	9,000	2	(9,000)	-100%
	1,393,467	906,875	(486,592)	-35%
	764,068	586,572	(177,496)	-23%
ı	2,007,423	1,608,978	(398,446)	-20%
	636,710	687,750	51,040	8%
ı				

\$ 1,787,431	\$ 782,368	\$ 1,238,200	\$ 455,832	-
\$ 13,093,569	\$ 4,428,711	\$ 4,035,669	\$ (393,042)	-9%
355,000	*	194,489	194,489	100%
51,006	51,006	51,005	(1)	0%
=	2:	727	72=	0%
2,079,446	693,149	906,875	213,726	31%
2,237,530	745,843	586,572	(159,271)	-21%
6,278,000	2,214,357	1,608,978	(605,379)	-27%
2,092,587	724,356	687,750	(36,606)	-5%

Village of Carol Stream Capital Budget Summary

		MON	ΤΗ			YTD		BUDGET*								
	Last Year Current Year Monthly Variance					Last Year	Year Current Year YTD Variance					Г	Annual		YTD	% of
CAPITAL PROJECTS FUND	Aug	Aug	\$	%	L	YTD		YTD		\$	%	L	Budget		Actual	Total
REVENUES Electricity Use Tax Real Estate Transfer Tax Telecommunications Tax Local Motor Fuel Tax Capital Grants Interest Income All Other / Miscellaneous	\$ 169,550 42,017 45,642 58,524 2,754 88,983	184,217 46,336 57,821 33,111 80,287 26,303	142,200 695 (703) 30,357 (8,696) 26,303	2% 338% 2% -1% 1102% -10%		\$ 571,320 173,690 184,733 228,754 39,862 342,993		587,592 418,873 175,461 225,098 95,560 346,691 215,313		16,272 245,183 (9,273) (3,656) 55,699 3,697 215,313	3% 141% -5% -2% 140% 1% 100%	\$	450,000 473,000 690,000 1,748,000 720,000		587,592 418,873 175,461 225,098 95,560 346,691 215,313	33% 93% 37% 33% 5% 48% 100%
Revenue Totals	\$ 407,469	\$ 601,665	\$ 194,196	48%	F	\$ 1,541,353	\$	2,064,587	\$	523,235	34%	\$	5,881,000	\$	2,064,587	35%
EXPENDITURES Roadway Improvements Facility Improvements Stormwater Improvements Miscellaneous Expenditure Totals	\$ 284,193 544,522 (124,080) 3,772 \$ 708,407	60,273 7,066 1,488	(484,248) 131,146 (2,284)	-45% -89% -106% -61%		\$ 521,135 1,189,625 507,679 7,659 \$ 2,226,098	\$	1,339,004 553,651 1,708,017 2,581 3,603,252		817,869 (635,974) 1,200,338 (5,078)	157% -53% 236% -66%	\$	2,100,000 3,885,000 10,000		1,339,004 553,651 1,708,017 2,581 3,603,252	25% 26% 44% 26%
Net Increase / (Decrease)	\$ (300,938)			-225%	Ē	\$ (684,745)	Ś	(1,538,665)	Ś	(853,920)	125%	E	(5,544,000)	Ś	(1.538.665)	28%
MFT FUND REVENUES Motor Fuel Tax Allotments Capital Grants Interest Income	\$ 142,228 - 27,022	21,982	(5,040)	6% 0% -19%		\$ 577,255 - 107,878	\$	586,827 - 83,117		9,572 - (24,761)	2% 0% -23%	\$	225,000		586,827 - 83,117	34% 0% 37%
Revenue Totals	\$ 169,250	\$ 173,236	\$ 3,985	2%	L	\$ 685,133	\$	669,944	\$	(15,189)	-2%	\$	1,963,000	\$	669,944	34%
EXPENDITURES Street Resurfacing - Capital Crack Filling Rebuild Illinois Bond Projects Expenditure Totals	\$ 1,421,114 - 511,595 \$ 1,932,709	*	\$ (1,421,114) - (511,595) \$ (1,932,709)	-100% 0% -100%		\$ 1,901,371 79,743 967,728 \$ 2,948,842		79 79		(1,901,371) (79,743) (967,650) (2,948,763)	-100%	\$	100,000	\$ \$	- - 79 79	0% 0% 0% 0 %
Net Increase / (Decrease)	\$ (1,763,459) \$ 173,236	\$ 1,936,694	-110%		\$ (2,263,709)	\$	669,865	\$	2,933,574	-130%	\$	1,863,000	\$	669,865	36%

^{*} Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream TIF Fund Budget Summary

		MONT	Ή			YTI)			BUDGET					
	Last Year	Current Year	Monthly Va	ariance	Last Year	ar Current Year YTD Variance				Annual	YTD	YTD	Variance		
NORTH/SCHMALE TIF	Aug	Aug	\$	%	YTD	YTD		\$	%	Budget	Budget	Actual	\$	%	
										12					
REVENUES															
TIF Property Taxes	\$ =	\$	\$ -	0%	\$ 291,340	\$ 310,915	\$	19,575	7%	\$ 520,000	\$ 260,000	\$ 310,915	\$ 50,915	20%	
Sales Taxes	10,745	11,002	257	2%	40,708	42,070		1,362	3%	130,000	43,333	42,070	(1,263)	-3%	
Interest Income	5,761	6,599	838	15%	21,624	25,860		4,236	20%	90,000	30,000	25,860	(4,140)	-14%	
Revenue Totals	16,506	17,601	1,094	7%	353,673	378,846		25,173	7 %	740,000	333,333	378,846	45,512	14%	
EXPENDITURES															
Legal Fees	\$ =	\$ =	\$ =	0%	\$ =	\$ -	\$	3	0%	\$ 700	\$ 232	\$ -	\$ (232)	-100%	
Other Expenses		S#6		0%	157,167	168,585		11,418	7%	336,000	168,000	168,585	585	0%	
Expenditure Totals	\$ -	\$ -	\$ 4	0%	\$ 157,167	\$ 168,585	\$	11,418	7%	\$ 336,700	\$ 168,232	\$ 168,585	\$ 353	0%	
Net Increase / (Decrease)	\$ 16,506	\$ 17,601	\$ 1,094		\$ 196,505	\$ 210,261	\$	13,756		\$ 403,300	\$ 165,101	\$ 210,261	\$ 45,159		

Village of Carol Stream

Police Pension Fund Budget Summary

		MONT	Н			YTD			BUDGET							
	Last Year	Current Year	Monthly Vari	iance	Last Year	Cu	urrent Year	YTD Vari	ance	Annual	YTD	YTD	Variand	:e		
POLICE PENSION FUND	Aug	Aug	\$	%	YTD		YTD	\$	%	Budget	Budget	Actual	\$	%		
			•		V.											
REVENUES				\neg										\neg		
Investment Income	\$ 2,409,415	\$ 1,516,538	(892,877)	-37%	\$ 1,576,324	\$	6,098,913	4,522,589	287%	\$ 4,750,000	\$ 1,583,333	\$ 6,098,913	4,515,579	285%		
Employee Contributions	53,450	51,435	(2,015)	-4%	241,060		232,350	(8,709	9) -4%	700,000	233,333	232,350	(983	0%		
Village Contribution	273,778	277,789	4,011	1%	1,095,112		1,111,158	16,046	5 1%	3,333,473	1,111,156	1,111,158	2	0%		
Other Revenues		S#8	-	0%	59		50	(9) -15%	5 = 8	3 €	50	50	100%		
Revenue Totals	\$ 2,736,644	\$ 1,845,762	\$ (890,881)	-33%	\$ 2,912,554	\$	7,442,471	\$ 4,529,917	156%	\$ 8,783,473	\$ 2,927,823	\$ 7,442,471	\$ 4,514,648	154%		
EXPENDITURES																
Investment and Admin Fees	\$ 17,795	\$ 12,409	(5,386)	-30%	\$ 97,477	\$	36,828	(60,649	9) -62%	\$ 127,000	\$ 42,333	\$ 36,828	(5,505	-13%		
Participant Beneifit Payments	363,850	409,701	45,851	13%	1,464,458		1,620,775	156,31	7 11%	4,961,000	1,599,000	1,620,775	21,775	1%		
Expenditure Totals	\$ 381,645	\$ 422,110	\$ 40,465	11%	\$ 1,561,935	\$	1,657,604	\$ 95,668	6%	\$ 5,088,000	\$ 1,641,333	\$ 1,657,604	\$ 16,270	1%		
Net Increase / (Decrease)	\$ 2,354,998	\$ 1,423,652	\$ (931,346)		\$ 1,350,619	\$	5,784,867	\$ 4,434,24	3	\$ 3,695,473	\$ 1,286,489	\$ 5,784,867	\$ 4,498,378			

Village of Carol Stream

State and Federal Asset Seizure Fund Summary

	MONTH							YTD							BUDGET*				
	Las	st Year Current Year		M	Monthly Variance		Last Year		Current Year		YTD Variand		nce		Annual		YTD	% of	
State Asset Seizure Fund		∖ug		Aug		\$	%	L	YTD	L	YTD		\$	%	L	Budget		Actual	Total
REVENUES Transfer from General Fund State Drug Seizure State Money Laundering State Vehicle Seizure	\$	H H SH	\$	- 4,550 - 390	\$	4,550 ~ 390	0% 100% 0% 100%	47	13,440 2,106 8,996	\$	- 14,090 - 4,631	\$	(4,365)	0% 5% -100% -49%	\$	5 5 8	\$	- 14,090 - 4,631	
Revenue Totals	\$		\$	4,940	\$	4,940	100%	Ę	24,542	\$	18,722	\$	(5,820)	100%	\$		\$	18,722	100%
EXPENDITURES State Drug Seizure State Money Laundering State Vehicle Seizure		36 - -		1,555 - -		1,519	4218% 0% 0%		13,951 -		2,228 - -		(11,723) -	-84% 0% 0%		JP 000 110		2,228 - -	100% 0% 0%
Expenditure Totals	\$	36	\$	1,555	\$	1,519	4218%		13,951	\$	2,228	\$	(11,723)	-84%	\$	2	\$	2,228	100%
Net Increase / (Decrease)	\$	(36)	\$	3,385	\$	3,421	-9500%	E	10,591	\$	16,493	\$	5,902	100%	\$		\$	16,493	100%
Federal Asset Seizure Fund																			
REVENUES Transfer from General Fund Federal DOJ Seizure Federal Treasury Seizure	\$	(#) (#) (#)	\$.a .a .e	\$	51 51 52	0% 0% 0%		\$ # # # # # # # # # # # # # # # # # # #	\$	9 9 9	\$	<u>s</u>	0% 0% 0%	\$	20 20 40	\$	2° 20 20	100% 100% 100%
Revenue Totals	\$	75.1	\$	e e	\$	Е	0%		;	\$		\$	-	0%			\$		100%
EXPENDITURES Federal DOJ Federal Treasury	\$	924	\$	∰^ #1\	\$	(924) -	-100% 0%		15,563		.		(15,563) -	-100% 0%	\$	چر س	\$	(4) (4)	100% 0%
Expenditure Totals	\$	924	\$		\$	(924)	-100%	L	\$ 15,563	\$		\$	(15,563)	100%	\$	(e)	\$	1	100%
Net Increase / (Decrease)	\$	(924)	\$	99.7	\$	924	-100%		\$ (15,563) \$	120	\$	15,563	100%	\$	9/	\$	•	100%

^{*} Due to the uncertainty of timing of revenues and expenditures, no YTD budget estimates are shown.

Village of Carol Stream **Equipment Replacement Fund Budget Summary**

				MONT	Ή		YTD							BUDGET*					
	Las	t Year	Cur	rent Year	Monthly Va	riance	Г	Last Year	Cu	rrent Year	YTD Varia	nce	Г	Annual		YTD	o		
EQUIPMENT	/	Aug		Aug	\$	%		YTD		YTD	\$	%	1	Budget		Actual	% of Total		
REPLACEMENT FUND							_												
REVENUES							Γ						Г		_				
Transfer - Engineering	\$	-	\$	8	- 5	0%	\$,	\$	9,835	(18,827)	-66%	\$	9,835	\$	9,835	100%		
Transfer - Community Dev.		20		2	-	0%	1	6,203		8,874	2,671	43%	1	8,874		8,874	100%		
Transfer - Police		=		•		0%	1	405,752		449,544	43,792	11%	1	449,544		449,544	100%		
Transfer - PW Streets		77.		-	* g	0%	1	1,104,394		1,241,122	136,728	12%		1,241,122	1	L,241,122	100%		
Transfer - Municipal Building		*		=	=	0%	1	31,000		47,888	16,888	54%		47,888		47,888	100%		
Transfer - WRC		#		æ5	¥.	0%	ı	(91,724)		58,504	150,228	-164%	1	58,504		58,504	100%		
Transfer - Water		Ę		227	<u> </u>	0%		221,407		69,575	(151,832)	-69%		69,575		69,575	100%		
Revenue Totals	\$	2	\$	#¥Y.	\$ =	0%	\$	1,705,694	\$	1,885,342	\$ 179,648	0%	\$	1,885,342	\$ 1	1,885,342	100%		
EXPENDITURES							Γ												
Vehicles - Engineering	\$	2	\$	-	\$ -	0%	\$	¥	\$	27,695	\$ 27,695	100%	\$	(*)	\$	27,695	100%		
Vehicles - Community Dev.	ı	5		9	â	0%	1	-		120	=	0%		223		€€8	0%		
Vehicles - Police	2	05,787		40,687	(165,100)		1	205,787		40,687	(165,100)	-80%	1	275,000		40,687	15%		
Vehicles - PW Streets	ı	719		*	(719)		1	270,430		96,975	(173,455)	-64%	1	866,000		96,975	11%		
Vehicles - Municipal Building	ı	2		47,681	47,681	100%	1	-		47,681	47,681	100%	1	65,000		47,681	73%		
Vehicles - WRC	l	=		-	3	0%	1	264,923		*	(264,923)	-100%	1	n'æ:		(a)	0%		
Vehicles - Water				•	*	0%		11,742		150,645	138,904	1183%		152,000		150,645	99%		
Expenditure Totals	\$ 2	06,506	\$	88,368	\$ (118,138)	-57%	\$	752,881	\$	363,683	\$ (389,198)	-52%	\$	1,358,000	\$	363,683	27%		
Net Increase / (Decrease)	\$ (2	06,506)	\$	(88,368)	\$ 118,138		\$	952,813	\$	1,521,659	\$ 568,846		\$	527,342	\$:	1,521,659			

^{*} Due to the uncertainty of timing of vehicle purchases, no YTD budget estimates are shown.

Village of Carol Stream Schedule of Cash and Investment Balances August 31, 2024

FUND		CASH		LGIPs*	IN	VESTMENTS	TOTAL CASH & INVESTMENTS			
GENERAL FUND	\$	432,248.62	\$	11,403,920.29	\$		\$	11,836,168.91		
WATER & SEWER FUND		943,582.45		15,583,806.66		20		16,527,389.11		
CAPITAL PROJECTS FUND		1,395,243.28		17,360,425.56		-		18,755,668.84		
MFT FUND		=		4,907,889.45		-		4,907,889.45		
EQUIPMENT REPL. FUND		*		6,234,743.30		966		6,234,743.30		
NORTH/SCHMALE TIF FUND		568,655.22		1,457,254.90		:#5		2,025,910.12		
POLICE PENSION FUND		245,347.84		2,241,902.34		77,616,844.63		80,104,094.81		
STATE ASSET SEIZURE FUND		440,056.63		40		200		440,056.63		
FEDERAL ASSET SEIZURE FUND	-	72,524.11	0	38 (-		_	72,524.11		
TOTAL	\$	4,097,658.15	\$	59,189,942.50	\$	77,616,844.63	\$	140,904,445.28		

LAST YEAR 8/31/2023
\$ 7,638,851.01
15,378,966.93
19,693,922.40
5,828,844.54
5,296,214.40
1,647,774.36
70,045,896.57
276,033.67
97,225.76
\$ 125,903,729.64

^{*} Local Government Investment Pools (LGIP) include the Illinois Funds and PMA IPRIME.