

Public participation is invited on each agenda item prior to the Board's deliberation. **When called upon, please approach the microphone and state your name and the address where you live. Kindly limit your remarks to three (3) minutes.**

Next Ordinance No.
Next Resolution No.

VILLAGE OF VILLA PARK
Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

May 9, 2022

7:00 PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky

Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

1. Call to Order - Roll Call

2. Pledge of Allegiance

3. Public Comments on Agenda Items

4. Amendments to the Agenda

5. Proclamations

5.a Proclamation for National Public Works Week for May 15-21, 2022
[Natioal Public Works Week May 15-21 Proclamation.docx](#)

5.b Proclamation for National Boat Safety Week for May 21-27, 2022
[Safe Boating Proclamation.docx](#)

6. Presentation

6.a Presentation on Climate Action Plan for Chicago Region

7. Consent Agenda

7.a Minutes from the April 25, 2022 Village Board Meeting, April 26, 022 Special Village Board Meeting and April 27, 2022 Special Village Board Meeting.
[Minutes April 25, 2022.docx](#)
[Special Mtg Apr 26, 2022.docx](#)
[Special Mtg Apr 27, 2022.docx](#)

7.b Bill Listings for the Weeks of April 25, 2022 and May 2, 2022 in the Total Amount

of \$1,094,828.23.

[2022-0425 CY22 Weekly Chk Report.pdf](#)

[2022-0502 CY22 Weekly Chk Report.pdf](#)

8. Resolutions

- 8.a Resolution to Approve and Authorize the Execution of a Standard Form of Agreement Between Owner and Architect By and Between the Village of Villa Park and Williams Architects for the Lions Park Recreation Center

On March 14, 2022, the Village Board approved the Letter of Proposed Agreement prepared by Williams Architects of Itasca, Illinois, to provide certain professional architectural and engineering services in an amount not to exceed \$1,378,080, in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Lions Park Recreation Center Project. The Letter of Proposed Agreement contemplates the preparation and approval of a formalized AIA Standard Form of Agreement. The proposed resolution authorizes the formalized AIA Standard Form of Agreement with Williams Architects, as contemplated, to provide certain professional architectural and engineering services in connection with the Lions Park Recreation Center Project.

[MEMO - 5-9-22 - Resolution Approving AIA Standard Form Agreement - Williams Architect - Lions Park Recreation Project \(1\).docx](#)

[RESO - 5-9-22 - Approving AIA Standard Form Agreement - Williams Architect - Lions Park Recreation Project.docx](#)

[Standard Form Agreement AIA B132-2019 - Williams Associates - Villa Park - 5.5.22 Draft.pdf](#)

[EXHIBIT_A.pdf](#)

[Exhibit_B_-_Contractor_s_Certification_-_Williams_Architects.pdf](#)

9. Public Comments on Non-Agenda Items

10. Village Clerk's Report

11. Village Trustees' Report

12. Village President's Report

13. Village Manager's Report

14. Executive Session

15. Adjournment

The Villa Park Village Hall is subject to the requirements of the Americans with Disabilities Act of 1990. An elevator is operational at the north side entrance to the Village Hall during normal work hours and also during evenings. Individuals with special needs are requested to contact the Village's Compliance Officer at (630) 834-8500 so that reasonable accommodations can be made for those persons.

Village Board of Trustees Agenda Item Report

Meeting Date: May 9, 2022

Submitted by: Michael Guerra

Submitting Department: Public Works

Item Type: Proclamations

Agenda Section: Proclamations

Subject:

Proclamation for National Public Works Week for May 15-21, 2022

Suggested Action:

Attachments:

[Natioal Public Works Week May 15-21 Proclamation.docx](#)



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

PROCLAMATION RECOGNIZING MAY 15-21, 2022 AS NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Village of Villa Park; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Village of Villa Park to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Nick Cuzzone, President, do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

WITNEESS WHEREOF, I have hereunto set my hand this 9th day of May 2022.

Nick Cuzzone, Villa Park

Village Board of Trustees Agenda Item Report

Meeting Date: May 9, 2022

Submitted by: Michael Guerra

Submitting Department: Village Manager's Office

Item Type: Proclamations

Agenda Section: Proclamations

Subject:

Proclamation for National Boat Safety Week for May 21-27, 2022

Suggested Action:

Attachments:

[Safe Boating Proclamation.docx](#)



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

PROCLAMATION RECOGNIZING MAY 21-27, 2022 AS NATIONAL SAFE BOATING WEEK

WHEREAS, recreational boating continues to grow as a popular way for millions of Americans to relax with their friends and families; and

WHEREAS, during the upcoming summer and vacation season, Village of Villa Park residents will be taking to the water and enjoying time together boating, sailing, paddling and fishing; and

WHEREAS, the U.S. Coast Guard and its federal, state and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waterways responsibly; and

WHEREAS, on average, 650 people die each year in boating related accidents in the U.S., 76 percent of these are fatalities caused by drowning; and

WHEREAS, a significant number of boaters who lost their lives by drowning would have survived had they worn a life jacket; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

NOW, THEREFORE BE IT RESOLVED that I, Nick Cuzzone, President of the Village of Villa Park, along with the Village of Villa Park Board of Trustees, do hereby proclaim the week of May 21 to May 27, as:

"NATIONAL SAFE BOATING WEEK"

in the Village of Villa Park and urge all residents to always practice safe boating techniques while on lakes and waterways.

IN WITNEESS WHEREOF, I have hereunto set my hand this 9th day of May 2022.

Nick Cuzzone, Villa Park

Village Board of Trustees Agenda Item Report

Meeting Date: May 9, 2022

Submitted by: Michael Guerra

Submitting Department: Environmental Concerns Commission

Item Type: Report/Presentation

Agenda Section: Presentation

Subject:

Presentation on Climate Action Plan for Chicago Region

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 9, 2022

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Minutes

Agenda Section: Consent Agenda

Subject:

Minutes from the April 25, 2022 Village Board Meeting, April 26, 2022 Special Village Board Meeting and April 27, 2022 Special Village Board Meeting.

Suggested Action:

Attachments:

[Minutes April 25, 2022.docx](#)

[Special Mtg Apr 26, 2022.docx](#)

[Special Mtg Apr 27, 2022.docx](#)

VILLAGE OF VILLA PARK

Village Hall, Board Chambers

20 South Ardmore Avenue

Villa Park, IL 60181

Village Board of Trustees

April 25, 2022

7:00 PM

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky

Village Trustees David Cilella, Jack Corkery, Jack Kozar, Deepa Kumar, Christine Murphy, Kevin Patrick

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON APRIL 25, 2022

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance and said the prayer.

3. Presentations.

3.a. Presentation by President Cuzzone to retiring Fire Department Lt. Chris Gilliland in recognition of 26 years of dedicated service to the Village of Villa Park. Fire Chief Rakoznik provided an overview of his career and commended Lt. Gilliland on his work with the Fire Department and his service to Villa Park.

3.b. 2021 Green Champion Awards.

Environmental Concerns Commission's 2021 Green Champion Award presented by Commissioner Bob Wagner to two recipients. The first is State Representative Deb Conroy for her positive rating from the Environmental Council for her 2021 legislative record on environmental issues. The second is David Bravos nominated for several reasons which include his advocacy for green living and his work as community cooking organizer for Sustain DuPage.

4. Public Comments on Agenda Items.

Resident Cheryl Tucker referred to Item 9.c. and asked for board approval of the resolution.

5. Amendments to the Agenda.

Motion by Trustee Kozar for discussion only on Committee of the Whole and the interview process for the new Village Manager and seconded by Trustee Corkery. Roll call vote tallied five (5) ayes made by Trustees Cilella, Corkery, Patrick, Kozar and President Cuzzone and one (1) nay made by Trustee Murphy. Motion carried. President Cuzzone said the discussion will take place after Item 9.d.

6. Proclamations.

6.a. Proclamation by President Cuzzone for Arbor Day on April 29, 2022 in the Village of Villa Park. He also announced a tree planting ceremony at 10 a.m. at Central and Addison.

6.b. Proclamation by President Cuzzone for Public Service Recognition Week on May 1-7, 2022 in the Village of Villa Park.

7. Consent Agenda.

7.a. Minutes from April 11, 2022 Village Board Meeting.

7.b. Bill Listings for Weeks of April 11, 2022 and April 18, 2022 in the Total Amount of \$619,031.41.

Motion to approve Consent Agenda was made by Trustee Cilella and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Corkery, Kozar, Murphy, Patrick, Cilella and President Cuzzone. There were no nays. Motion carried.

8. Second Reading on Ordinances to be Codified.

8.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Granting a Special Use for a Drive-thru in the MX-3 District with Variations at 24 E. St. Charles Road.

Property owner Dr. Mohammed Samiruddin proposes to demolish the existing building and build an 1800 s.f. quick serve restaurant with drive-thru. The size and configuration of the site limit ability to accommodate the zoning code requirements to place the drive-thru structure in the rear yard. The proposal meets the goals in the Comprehensive Plan and Standards for Special Use and Variation and provides public benefits. An aging building would be demolished and a new building would meet the standards of the new MX-3 Zoning District, improve site lines for drivers exiting the Walgreens to the east, create a screened landscaped buffer between the residences to the north and improve storm water with the inclusion of a 30' landscape area at the rear of the property. Placing the drive-thru in the rear yard provides drive-thru egress onto St. Charles Road, not Cornell Avenue, removes a curb cut on Cornell Avenue and provided significant landscaping. Overall, significant landscaping will be added to the lot but a variance is needed for the width of the perimeter parking lot landscape beds.

Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Patrick. Trustee Murphy said the residents in the area do not approve of the drive-thru for safety reasons. Roll call vote tallied five (5) ayes made by Trustees Cilella, Kozar, Patrick, Corkery and President Cuzzone and one (1) nay by Trustee Murphy. Motion carried.

8.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Planned Unit Development Ordinance #3727, which Amended Ordinance #2501, for Variation from Section 6.10.3 Uses to Permit an Additional Accessory Structure for Outdoor Storage of Materials at 880 N. Addison Road.

Bone Roofing at 880 N. Addison Road has requested an amendment to Planned Unit Development Ordinance #3727 in order to construct a second materials storage structure immediately south of the existing structure. The amendment of the PUD allows for an additional outside accessory structure to shelter building materials. The Village Zoning Code requires landscaping to be installed along the south border of the new structure which adjacent to the railroad north of North Avenue. Condition of approval includes installing landscaping along the entrance at Addison Road which will provide greater aesthetic improvement for the community and landscaping will be planted there. Planning and Zoning Commission has recommended approval of the request.

Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Corkery. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kozar, Cilella, Murphy, Corkery, Patrick and President Cuzzone. There were no nays. Motion carried.

9. Resolutions.

9.a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with TranSystems Corporation of Schaumburg, Illinois, for Phase I and Phase II Design Engineering of the Rebuild IL Resurfacing Project in an Amount Not to Exceed \$163,644.00.

The Rebuild IL Resurfacing Project is proposed in the Village of Villa Park's 2022 Budget to begin utilizing the Funding the Village received with the Rebuild IL Funding designated through the Motor Fuel Tax (MFT) distribution. The project's objective is to improve the condition of the selected roadways that are in need of resurfacing. The project will occur over a two-year period with the engineering design and construction of the first group of streets budgeted for CY 2022. Staff would like to proceed with the design efforts. Staff recommends approval of the engineering services agreement with TranSystems Corporation of Schaumburg, Illinois, for Phase I and Phase II design engineering of the Rebuild IL Resurfacing Project in an amount not to exceed \$163,644.00. Funding for this agreement will be from the Street Improvement Fund 60.502.10.292.

This item satisfies the Village's Short-Term Complex Goal #1 "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."

Motion to approve the resolution was made by Trustee Cilella and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Corkery, Murphy, Patrick, Kozar, Cilella and President Cuzzone. There were no nays. Motion carried.

9.b. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving License Agreement for the Portion of Alley Right-of-Way Between the Village of Villa Park and the Owners of the Property at 815 South Michigan Avenue.

The property owners at 815 South Michigan Avenue wish to remove and replace the existing chain link fence located in the alley right-of-way adjacent to their property with a privacy fence. A license agreement would be needed to grant the property owners permission for the proposed construction and maintenance of the fence.

Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Murphy, Kozar, Patrick, Corkery, Cilella and President Cuzzone. There were no nays. Motion carried.

9.c. A Resolution to Approve and Authorize the Execution of a Standard Form of Agreement Between Owner and Architect by and between the Village of Villa Park and Williams Architects for the Lions Park Recreation Center Project.

On March 14, 2022, the Village Board approved the Letter of Proposed Agreement prepared by Williams Architects of Itasca, Illinois, to provide certain professional architectural and engineering services in an amount not to exceed \$1,378,080, in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Lions Park Recreation Center Project. The Letter of Proposed Agreement contemplates the preparation and approval of a formalized AIA Standard Form of Agreement. The proposed resolution authorizes the formalized AIA Standard Form of Agreement with Williams Architects, as contemplated, to provide certain professional architectural and engineering services in connection with the Lions Park Recreation Center Project.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Cilella. Trustee Kozar asked how approval of the resolution affects the grant. Interim Director Guerra said the grant application has been submitted and tonight's approval would keep the project on task to go out for bidding. Motion to postpone the resolution to the May 9 meeting was made by Trustee Kozar and seconded by Trustee Patrick. Roll call vote tallied four (4) ayes made by Trustees Cilella, Corkery, Patrick and Kozar and two (2) nays made by Trustee Murphy and President Cuzzone. Motion carried.

9.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Fiscal Year 2022 Safety Incentive Program and Safe Driver Program.

The Village Safety Committee is recommending the continuation of the Safety Incentive and Safe Driver programs for 2022. The program has been in place since 1993 and annually establishes safety goals for each department. For 2022, the overall goal is no more than 500 days lost by all Village employees. The department targets are based on a five-year average of time lost and the twenty-five percent reduction. For meeting their targets, employees receive a day off or a \$50 reward. Employees, who operate a Village owned or Village approved vehicle and do not have any chargeable driving accidents in the 2022 calendar year, will receive a Safe Driver Award. For 2021, all departments met the established targets with a total of 4 chargeable accidents resulting in 24 lost days. The Safety Committee recommends approval of the 2022 Safety Incentive and Safe Driver Program.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Murphy, Cilella, Patrick, Kozar, Corkery and President Cuzzone. There were no nays. Motion carried.

Discussion Only.

Discussion ensued on the merits of having Committee of the Whole. Interim Director Guerra provided information on some surrounding communities who have Committee of the Whole. Attorney Wolf provided additional clarification on a change to the meeting protocol. President Cuzzone asked the Trustees to forward their ideas regarding Committee of the Whole to him.

Discussion ensued on the interviewing process of candidates for Village Manager. Assistant Manager McVey reviewed the day and time schedule of interviews to be done by the staff panel, community panel and Trustees panel and responded to questions from the board.

10. Public Comments on Non-Agenda Items.

There were no participants.

11. Village Clerk's Report.

Clerk Korynecky had no reports or recommendations.

12. Village Trustees' Report.

Trustee Patrick said the third episode of the new Cable Commission program entitled Now You Know will air on May 5 at 6 p.m. on AT&T U-Verse channel 99 and Comcast channel 6. He also thanked staff for all they are doing and the first responders for keeping our community safe.

Trustee Kozar had no report or recommendation.

Trustee Cilella had no report or recommendation.

Trustee Corkery provided an update on the Prairie Path clean-up and thanked staff and the volunteers who came out to work. He also congratulated Parks & Recreation on their Honk Junior presentation.

Trustee Murphy, on behalf of resident Joe Amore, thanked all those who attended the recent Metra Blitz.

13. Village President's Report.

President Cuzzzone announced Coffee with the Board on May 7 at 9 a.m. at Village Hall.

14. Village Manager's Report.

Interim Manager Guerra welcomed Donny Pisano as the new Communication Specialist for the Village. He said the Union Pacific crossing repair at Villa Avenue is scheduled for May 9-20, 2022. He referred to the Canadian National crossing at North Avenue and said it may be repaired later this summer. He also said, regarding Arbor Day, 20 trees have been purchased and will be planted in the next two weeks.

15. Adjournment.

Motion to adjourn was made by Trustee Corkery and seconded by Trustee Patrick. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 7:58 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting is Scheduled for May 9, 2022.

VILLAGE OF VILLA PARK
Remote Meeting
In person viewing of meeting available at:
Board Room Chambers
Village Hall
20 S. Ardmore Avenue
Villa Park, IL 60181
Special Meeting of the Village Board of
Trustees

April 26, 2022

4:30 PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky
Village Trustees David Cilella, Jack Corkery, Jack Kozar, Deepa Kumar, Christine Murphy, Kevin Patrick

1. Call Meeting to Order.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance and said the prayer.

3. Public Comments on Agenda Items.

There were no participants.

4. Executive Session.

4.a. Pursuant to 5ILCS/120:

1. (c)(1) regarding the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body.

(c)(3) to consider the selection of a person to fill a public office when the public body is given the power to appoint under law or ordinance.

Motion to approve Executive Session was made by Trustee Patrick and seconded by Trustee Corkery.

There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Kumar, Patrick, Murphy, Kozar, Corkery, Cilella and President Cuzzone. There were no nays. Motion carried.

5. Adjournment.

Meeting adjourn by Katie Rush from GovHR at 8:52 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

VILLAGE OF VILLA PARK
Remote Meeting
In person viewing of meeting available at:
Board Room Chambers
Village Hall
20 S. Ardmore Avenue
Villa Park, IL 60181
Special Meeting of the Village Board of
Trustees

April 27, 2022

4:30 PM

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky

Village Trustees David Cilella, Jack Corkery, Jack Kozar, Deepa Kumar, Christine Murphy, Kevin Patrick

1. Call Meeting to Order.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance and said the prayer.

3. Public Comments on Agenda Items.

There were no participants.

4. Executive Session.

4.a. Pursuant to 5ILCS/120:

1. (c)(1) regarding the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body.

(c)(3) to consider the selection of a person to fill a public office when the public body is given the power to appoint under law or ordinance.

Motion to approve Executive Session was made by Trustee Patrick and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Murphy, Kozar, Kumar, Patrick, Corkery, Cilella and President Cuzzone. There were no nays. Motion carried.

5. Adjournment.

Motion to adjourn was made by Trustee Corkery and seconded by Trustee Kumar. Voice vote passed with all ayes. Meeting adjourned at 10:23 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: May 9, 2022

Submitted by: Suzanne McVey

Submitting Department: Finance Department

Item Type: Bill Listing

Agenda Section: Consent Agenda

Subject:

Bill Listings for the Weeks of April 25, 2022 and May 2, 2022 in the Total Amount of \$1,094,828.23.

Suggested Action:

Attachments:

[2022-0425 CY22 Weekly Chk Report.pdf](#)

[2022-0502 CY22 Weekly Chk Report.pdf](#)



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on May 9, 2022

Covering weekly check runs dated for:

April 25, 2022/CY21 \$147,422.27

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "04251INT","04211INT","042522"

Invoice.Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.210028 EMPLOYEE HEALTH INS. DED.								
WEX HEALTH, INC.	001515294	0	FSA - MONTHLY	76.00 ✓	.00		042522	
WEX HEALTH, INC.	001515294	0	FSA - MONTHLY	109.25 ✓	.00		042522	
WEX HEALTH, INC.	001515294	0	FSA - MONTHLY	99.75 ✓	.00		042522	
Total 10.210028 EMPLOYEE HEALTH INS. DED.:				285.00	.00			
10.210515 DELTA DENTAL RESERVE								
DELTA DENTAL OF ILLINOIS	1554057	0	TOTAL CLAIMS CHARGE; MARCH 2022	303.20 ✓	.00		042522	
Total 10.210515 DELTA DENTAL RESERVE:				303.20	.00			
10.210516 VISION SERVICE PLAN RESERVE								
VISION SERVICE PLAN	9582053789	0	TOTAL CLAIMS CHRGS; JANUARY 2022	466.57 ✓	.00		042522	
VISION SERVICE PLAN	9582053789	0	TOTAL CLAIMS CHRGS; FEBRUARY 2022	163.00 ✓	.00		042522	
VISION SERVICE PLAN	9582053789	0	TOTAL CLAIMS CHRGS; MARCH 2022	180.35 ✓	.00		042522	
Total 10.210516 VISION SERVICE PLAN RESERVE:				809.92	.00			
Total :				1,398.12	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.211 LEGAL SERVICES								
LANER MUCHIN LTD	617005	0	LEGAL SERVICES; 2/2022	7,076.91 ✓	.00		042522	
LANER MUCHIN LTD	617808	0	LEGAL SERVICES;03/2022	150.00 ✓	.00		042522	
LANER MUCHIN LTD	617808	0	LEGAL SERVICES;03/2022	2,775.00 ✓	.00		042522	
ROBBINS SCHWARTZ	919075	0	LEGAL SERVICES - PROSECUTIONS	3,075.00 ✓	.00		042522	
Total 10.511.00.211 LEGAL SERVICES:				13,076.91	.00			
10.511.00.299 OTHER CONTRACTUAL SERVICES								
SUNCOM.TV	3725	0	BOARD MEETING PRODUCTION FEB MARC	1,900.00	.00		042522	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				1,900.00	.00			
10.511.00.656 FIRE & POLICE COMMISSION								
C.O.P.S AND F.I.R.E PERSONNEL	107159	0	PRE EMPL POLYGRAPH-OFC S.M.	160.00	.00		042522	
GOLD SHIELD DETECTIVE AGENCY, I	1927	0	2 HRS BACKGROUND CK WORK FF CANDID	145.00	.00		042522	
OTTOSEN DINOLFO	143800	0	F&P LEGAL SVCS 1ST QTR RETAINER	850.00	.00		042522	
Total 10.511.00.656 FIRE & POLICE COMMISSION:				1,155.00	.00			
Total PUBLIC AFFAIRS:				16,131.91	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.00.299 OTHER CONTRACTUAL SERVICES								
COMCAST INTERNET	144740337	0	PHONE SERVICE; 4/15-5/14/22	2,473.05	.00		042522	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:				2,473.05	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
CURRENT TECHNOLOGIES CORP	729021	0	IT CONSULTANT	577.50	.00		042522	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				577.50	.00			
Total MANAGER:				3,050.55	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.210 TELEPHONE								
BAIG,RANA	MAR-APR 2022	0	PERS DEVICE PHONE REIM; MARCH 2022	24.99	.00		042522	
BAIG,RANA	MAR-APR 2022	0	PERS DEVICE PHONE REIM; APRIL 2022	24.99	.00		042522	
BAIG,RANA	MAR-APR 2022	0	PERS USAGE PHONE REIM; MARCH 2022	24.99	.00		042522	
BAIG,RANA	MAR-APR 2022	0	PERS USAGE PHONE REIM; APRIL 2022	24.99	.00		042522	
Total 10.513.00.210 TELEPHONE:				99.96	.00			
10.513.00.299 OTHER CONTRACTUAL SERVICES								
GOVHR USA	3-01-22-029	0	FINANCE DIRECTOR RECRUITMENT	9,488.00	.00		042522	
MWM CONSULTING GROUP	300405	0	PREP OF TAX LEVY FUNDING FOR FIRE PE	4,600.00	.00		042522	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				14,088.00	.00			
Total FINANCE:				14,187.96	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.210 TELEPHONE								
PEERLESS NETWORK	517806	0	PHONE SERVICE; 4/15-5/14/22	1,740.21	.00		042522	
Total 10.515.00.210 TELEPHONE:				1,740.21	.00			
10.515.00.261 INSURANCE CLAIM LOSSES								
IRMA	1312022	0	JANUARY 2019 CLOSED CLAIM	1,255.84	.00		042522	
Total 10.515.00.261 INSURANCE CLAIM LOSSES:				1,255.84	.00			
10.515.00.317 OFFICE SUPPLIES								
RUNCO OFFICE SUPPLY	864958-0	0	TAPE FOR LABEL MAKER	8.19	.00		042522	
Total 10.515.00.317 OFFICE SUPPLIES:				8.19	.00			
Total CENTRAL SERVICES:				3,004.24	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0030170051 3/2022	0	21 W PLYMOUTH; 3/9-4/7/22	218.23 ✓	.00		042522	
COMMONWEALTH EDISON CO	1043074121 3/2022	0	JACKSON POND; 2/21-3/22/22	47.40 ✓	.00		042522	
COMMONWEALTH EDISON CO	9006703009 3/2022	0	SIREN; 3/8-4/6/22	29.77 ✓	.00		042522	
COMMONWEALTH EDISON CO	9006734022 3/2022	0	106 S. VILLA; 3/8-4/6/22	183.63 ✓	.00		042522	
Total 10.516.00.219 UTILITY - ELECTRIC:				479.03	.00			
10.516.00.220 UTILITY - GAS								
NICOR GAS	00-93-47-2022 8 3/21	0	100 S VILLA ;3/7-4/5/22	450.28 ✓	.00		042522	
NICOR GAS	39-44-49-5900 9 3/21	0	MUSEUM;3/7-4/5/22	508.87 ✓	.00		042522	
NICOR GAS	70-22-77-0234 0 3/21	0	POLICE STN;3/7-4/5/22	580.46 ✓	.00		042522	
Total 10.516.00.220 UTILITY - GAS:				1,539.61	.00			
10.516.00.222 HEATING & A/C MAINT SERV								
OFFICE OF THE STATE FIRE MARSHA	9660048	0	CORP BOILERS-RENEWAL CERT.FEES	560.00	.00		042522	
Total 10.516.00.222 HEATING & A/C MAINT SERV:				560.00	.00			
10.516.00.299 OTHER CONTRACTUAL SERVICES								
JOHNSON CONTROLS SECURITY SOL	37224800	0	VH WIRELESS FIRE ALARM MONITORING	173.35	.00		042522	
JOHNSON CONTROLS SECURITY SOL	37224801	0	MUSEUM WIRELESS FIRE ALARM	173.35	.00		042522	
SMG SECURITY SYSTEMS INC	123254	0	QTR CORP FIRE N BURGLAR ALARMS	2,206.08 ✓	.00		042522	
SMG SECURITY SYSTEMS INC	123460	0	VH BATTERY SRVC CALL	70.00	.00		042522	
SMG SECURITY SYSTEMS INC	123865	0	VH SRVC CALL	255.00	.00		042522	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				2,877.78	.00			
Total BUILDINGS & GROUNDS:				5,456.42	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.517.00.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	8000258004 3/2022	0	METRA STN PARK LOT; 3/9-4/7/22	115.33 ✓	.00		042522	
Total 10.517.00.219 UTILITY - ELECTRIC:				115.33	.00			
10.517.00.220 UTILITY - GAS								
NICOR GAS	10-44-81-1000 6 3/21	0	METRA STATION;3/7-4/5/22	314.12 ✓	.00		042522	
Total 10.517.00.220 UTILITY - GAS:				314.12	.00			
Total COMMUTER PARKING LOT:				429.45	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	41115163014	0	FLT UNIFORMS MATS TOWELS	57.30	.00		042522	
CINTAS CORPORATION #344	4113095599	0	FLT UNIFORM & TOWELS	47.30	.00		042522	
CINTAS CORPORATION #344	4113765939	0	FLT UNIFORMS MATS TOWELS	57.30	.00		042522	
CINTAS CORPORATION #344	4114470243	0	FLT UNIFORM & TOWELS	47.30	.00		042522	
CINTAS CORPORATION #344	4115804072	0	FLT UNIFORM & TOWELS	47.30	.00		042522	
Total 10.518.00.215 SHOP SERVICES:				256.50	.00			
10.518.00.309 GAS & DIESEL FUEL								
AL WARREN OIL COMPANY INC	W1465704	0	FLT UNLEADED FUEL 5556 GALS.	18,404.58	.00		042522	
AL WARREN OIL COMPANY INC	W1465705	0	FLT BIO DIESEL 1510 GALS.	5,941.10	.00		042522	
Total 10.518.00.309 GAS & DIESEL FUEL:				24,345.68	.00			
Total GARAGE:				24,602.18	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.202 TRAINING & CONFERENCES								
AXON ENTERPRISE, INC	INUS061497	0	TASER INSTRUCTOR TRAINING	375.00	.00		042522	
NORTH EAST MULTI-REGIONAL	31179	0	VEHICLE OPS & RESCUE TACTICS TRNG-S	400.00	.00		042522	
NORTHWESTERN UNIVERSITY	19392	0	SGT SVARA-SUPERVISION OF POLICE PER	1,000.00	.00		042522	
NORTHWESTERN UNIVERSITY	20124	0	OFC LANDA-SUPERVISION OF POLICE PER	1,000.00	.00		042522	
NORTHWESTERN UNIVERSITY	20132	0	SGT PAGAN-SUPERVISION OF POLICE PER	1,000.00	.00		042522	
Total 10.520.01.202 TRAINING & CONFERENCES:				3,775.00	.00			
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	9903141993	0	EMPL CELLS, SQUAD DATA PACKS, POLE C	960.88	.00		042522	
Total 10.520.01.210 TELEPHONE:				960.88	.00			
10.520.01.263 POST RETIREMENT BENEFITS								
BREGMAN, MARC	APR 2022	0	POST RETIREMENT BENEFIT; APR 2022	125.00	125.00	04/25/2022	0425INT	
MCNAMARA, JAMES J	APR 2022	0	POST RETIREMENT BENEFIT; APR 2022	125.00	125.00	04/25/2022	0425INT	
ZORICH, EDWARD	APR 2022	0	POST RETIREMENT BENEFIT; APR 2022	125.00	125.00	04/25/2022	0425INT	
Total 10.520.01.263 POST RETIREMENT BENEFITS:				375.00	375.00			
10.520.01.303 DUES & PUBLICATIONS								
ILLINOIS ASSN OF CHIEFS OF	10587	0	IL ASSC CHIEFS OF POLICE MEMBER RENE	130.00	.00		042522	
INTERNATIONAL ASSOC OF CHIEFS	0202204	0	IACP DUES DC MC CANN	190.00	.00		042522	
Total 10.520.01.303 DUES & PUBLICATIONS:				320.00	.00			
10.520.07.299 OTHER CONTRACTUAL SERVICES								
LEXIPOL LLC	INVPR9888	0	POLICE ONE ACADEMY-POLICY MANUAL AN	3,604.00	.00		042522	
Total 10.520.07.299 OTHER CONTRACTUAL SERVICES:				3,604.00	.00			
10.520.09.299 OTHER CONTRACTUAL SERVICES								
JET BRITE CAR WASH INC	4567	0	MARCH CAR WASHES-21	63.00	.00		042522	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:				63.00	.00			
10.520.09.301 UNIFORMS								
FOREST AWARDS & ENGRAVING	12496	0	20 YR SVC AWARDS-SGTS PAGAN & SVARA	108.00	.00		042522	
JG UNIFORMS INC	97044	0	BODY ARMOR VEST & VEST COVER FOR OF	1,072.00	.00		042522	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 10.520.09.301 UNIFORMS:				1,180.00	.00			
Total POLICE:				10,277.88	375.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.210 TELEPHONE								
STAPLETON, STEVEN	APR 2022 CELL PHONE	0	PERS DEVICE USAGE REIMB; APR 2022	24.99	.00		042522	
STAPLETON, STEVEN	APR 2022 CELL PHONE	0	PERS DEVICE PHONE REIMB, APR 2022	24.99	.00		042522	
STAPLETON, STEVEN	FEB 2022 CELL PHONE	0	PERS DEVICE USAGE REIMB; FEB 2022	24.99	.00		042522	
STAPLETON, STEVEN	FEB 2022 CELL PHONE	0	PERS DEVICE PHONE REIMB; FEB 2022	24.99	.00		042522	
STAPLETON, STEVEN	JAN 2022 CELL PHONE	0	PERS DEVICE USAGE REIMB; JAN 2022	24.99	.00		042522	
STAPLETON, STEVEN	JAN 2022 CELL PHONE	0	PERS DEVICE PHONE REIMB, JAN 2022	24.99	.00		042522	
STAPLETON, STEVEN	MAR 2022 CELL PHONE	0	PERS DEVICE PHONE REIMB, MAR 2022	24.99	.00		042522	
STAPLETON, STEVEN	MAR 2022 CELL PHONE	0	PERS DEVICE USAGE REIMB; MAR 2022	24.99	.00		042522	
Total 10.521.01.210 TELEPHONE:				199.92	.00			
10.521.01.263 POST RETIREMENT BENEFITS								
VICELLI, LOUIS	APR 2022	0	POST RETIREMENT BENEFIT; APR 2022	125.00	125.00	04/25/2022	0425INT	
Total 10.521.01.263 POST RETIREMENT BENEFITS:				125.00	125.00			
10.521.01.299 OTHER CONTRACTUAL SERVICES								
ELMHURST OCCUPATIONAL HEALTH	00150625	0	EXAMS & SCREENING FIRE	6,938.00	.00		042522	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:				6,938.00	.00			
10.521.01.315 BUILDING MAINT SUPPLIES								
CASE LOTS INC	10525	0	(4) CASES PAPER TOWELS (4) CASES CENT	1,026.80	.00		042522	
STATE INDUSTRIAL PRODUCTS	902350257	0	TRIPLE BASIN CLEANING SYSTEM/PRODUC	154.97	.00		042522	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:				1,181.77	.00			
Total FIRE:				8,444.69	125.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.301 UNIFORMS								
FIREGROUND SUPPLY INC	16727	0	VPFD T-SHIRTS FOR PT MEMBERS - (10) ME	262.40	.00		042522	
Total 10.523.02.301 UNIFORMS:				262.40	.00			
10.523.02.399 OTHER SUPPLIES								
TERRACE SUPPLY COMPANY	70520571	0	(1) THERAPY OXYGEN CYL FOR STA 82	45.58	.00		042522	
TERRACE SUPPLY COMPANY	70528955	0	(1) THERAPY OXYGEN CYL FOR STA 81	45.58	.00		042522	
TERRACE SUPPLY COMPANY	70529321	0	(1) THERAPY OXYGEN CYL FOR STA 82	45.58	.00		042522	
Total 10.523.02.399 OTHER SUPPLIES:				136.74	.00			
Total AMBULANCE/PARAMEDIC:				399.14	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.25.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0179073093 3/2022	0	889 W NO STREETLIGHTS; 3/9-4/7/22	56.20 ✓	.00		042522	
COMMONWEALTH EDISON CO	0969040060 3/2022	0	TRAFFIC SIGNALS; 3/10-4/8/22	729.65 ✓	.00		042522	
COMMONWEALTH EDISON CO	3779053023 3/2022	0	STREETLIGHTS 2; 3/8-4/6/22	38.20 ✓	.00		042522	
COMMONWEALTH EDISON CO	5763147089 3/2022	0	STREETLIGHTS 1; 3/3-4/1/22	99.20 ✓	.00		042522	
Total 10.525.25.219 UTILITY - ELECTRIC:				923.25	.00			
10.525.28.402 NON-CAPITAL OUTLAY								
RUSSO'S POWER EQUIPMENT INC	SPI11043502	0	CHAINSAW	680.95	.00		042522	
Total 10.525.28.402 NON-CAPITAL OUTLAY:				680.95	.00			
Total STREET:				1,604.20	.00			
Total CORPORATE FUND:				88,986.74	500.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.210508 ESCROW: REC RENTAL DEPOSITS								
HARRISON, BEVERLY	131605	0	RENTAL DEPOSIT REFUND	100.00	.00		042522	
Total 35.210508 ESCROW: REC RENTAL DEPOSITS:				100.00	.00			
Total :				100.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.210 TELEPHONE								
PEERLESS NETWORK	517806	0	PHONE SERVICE; 4/15-5/14/22	409.32	.00		042522	
Total 35.502.01.210 TELEPHONE:				409.32	.00			
35.502.01.261 INSURANCE CLAIM LOSSES								
IRMA	1312022	0	JANUARY 2022 DEDUCTIBLE	196.50	.00		042522	
Total 35.502.01.261 INSURANCE CLAIM LOSSES:				196.50	.00			
35.502.01.317 OFFICE SUPPLIES								
GARVEY'S OFFICE PRODUCTS	PINV2243973	0	ICC OFFICE SUPPLIES	32.22	.00		042522	
GARVEY'S OFFICE PRODUCTS	PINV2246944	0	ICC OFFICE SUPPLIES	11.29	.00		042522	
Total 35.502.01.317 OFFICE SUPPLIES:				43.51	.00			
35.502.16.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	8668740009 3/2022	0	TENNIS CRTS; 3/8-4/5/22	221.06	.00		042522	
COMMONWEALTH EDISON CO	9006778006 3/2022	0	LIONS FIELD; 3/8-4/7/22	101.75	.00		042522	
Total 35.502.16.219 UTILITY - ELECTRIC:				322.81	.00			
35.502.16.220 UTILITY - GAS								
NICOR GAS	47-30-07-8760 4 3/21	0	ICC;3/7-4/5/22	2,803.50	.00		042522	
Total 35.502.16.220 UTILITY - GAS:				2,803.50	.00			
35.502.16.299 OTHER CONTRACTUAL SERVICES								
JOHNSON CONTROLS SECURITY SOL	37224799	0	ICC WIRELESS FIRE ALARM MONITORING	173.35	.00		042522	
P A CRIMSON FIRE RISK SERVICES	24344	0	SEMI ANNL. ICC SUPPRESSION INS	189.50	.00		042522	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:				362.85	.00			
35.502.35.311 PROGRAM SUPPLIES								
DENNY DIAMOND INC	5/4/22 TRIP	0	SENIOR TRIP 5/4/22	455.00	455.00	04/21/2022	0421INT	
Total 35.502.35.311 PROGRAM SUPPLIES:				455.00	455.00			
35.502.36.204 TRANSPORTATION								
FIRST STUDENT INC.	9378296	0	TRANSPORTATION PRESCHOOL FIELD TRIP	210.00	.00		042522	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 35.502.36.204 TRANSPORTATION:				210.00	.00			
35.502.36.299 OTHER CONTRACTUAL SERVICES								
KANTOR, GARY	04.14.22	0	CONTRACTUAL YTH MAGIC CLASS	16.00	.00		042522	
ROBERTSON, JOHN	02.08-03.29	0	ADULT CONTRACTUAL TAI CHI PROG.	636.30	.00		042522	
STEBER, MICHELLE	02.15-03.22	0	ADULT CONTRACTUAL FITNESS PROG	294.00	.00		042522	
TUMBLING TIMES INC	17	0	CONTRACTUAL YTH GYMNASTIC PROG.	1,546.30	.00		042522	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:				2,492.60	.00			
Total GENERAL:				7,296.09	455.00			
Total RECREATION FUND:				7,396.09	455.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.210 TELEPHONE								
PEERLESS NETWORK	517806	0	PHONE SERVICE; 4/15-5/14/22	74.20	.00		042522	
Total 36.502.01.210 TELEPHONE:				74.20	.00			
36.502.01.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0603100125 3/2022	0	TWIN LAKES; 2/25-3/28/22	259.18	.00		042522	
COMMONWEALTH EDISON CO	9006795007 3/2022	0	ROTARY PARK; 3/8-4/6/22	33.14	.00		042522	
Total 36.502.01.219 UTILITY - ELECTRIC:				292.32	.00			
36.502.01.220 UTILITY - GAS								
NICOR GAS	45-95-90-7159 3 3/21	0	MAINT BLDG; 3/7-4/5/22	123.06	.00		042522	
NICOR GAS	86-94-36-5332 8 3/21	0	N TERR PARK; 3/9-4/6/22	162.28	.00		042522	
Total 36.502.01.220 UTILITY - GAS:				285.34	.00			
36.502.01.317 OFFICE SUPPLIES								
RUNCO OFFICE SUPPLY	852582	0	PKS OFFICE SUPPLIES	25.93	.00		042522	
RUNCO OFFICE SUPPLY	855063	0	PKS OFFICE SUPPLIES	65.47	.00		042522	
Total 36.502.01.317 OFFICE SUPPLIES:				91.40	.00			
36.502.02.319 ATHLETIC FIELD MATERIALS								
BSN SPORTS	916609125	0	PKS RUBBER PITCHERS PLATE	96.42	.00		042522	
Total 36.502.02.319 ATHLETIC FIELD MATERIALS:				96.42	.00			
36.502.02.325 GENERAL EQUIPMENT PARTS								
AHW LLC	11330293	0	DEERE MOWER FILTER ELEMENT	595.93	.00		042522	
MCMaster CARR	0412ROD	0	PKS - HARDWARE	95.28	.00		042522	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:				691.21	.00			
36.502.02.399 OTHER SUPPLIES								
TERRACE SUPPLY COMPANY	01035570	0	PARKS TOOL RENTAL	26.66	.00		042522	
TERRACE SUPPLY COMPANY	01035571	0	PARKS TOOL RENTAL	20.46	.00		042522	
Total 36.502.02.399 OTHER SUPPLIES:				47.12	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total GENERAL:				1,578.01	.00			
Total PARKS FUND:				1,578.01	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
41.502.01.210 TELEPHONE								
PEERLESS NETWORK	517806	0	PHONE SERVICE; 4/15-5/14/22	69.42	.00		042522	
Total 41.502.01.210 TELEPHONE:				69.42	.00			
41.502.01.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	7748424005 3/2022	0	JEFF POOL; 3/9-4/7/22	501.82	.00		042522	
Total 41.502.01.219 UTILITY - ELECTRIC:				501.82	.00			
41.502.01.220 UTILITY - GAS								
NICOR GAS	00-31-93-8763 5 3/21	0	JEFF POOL ;3/7-4/5/22	76.79	.00		042522	
NICOR GAS	32-27-30-1000 2 3/21	0	JEFF POOL FLTR;3/7-4/5/22	52.65	.00		042522	
Total 41.502.01.220 UTILITY - GAS:				129.44	.00			
41.502.03.299 OTHER CONTRACTUAL SERVICES								
ACITELLI HEATING & PIPING	36059	0	POOL HEATER, MECHANICAL ISSUE	715.49	.00		042522	
Total 41.502.03.299 OTHER CONTRACTUAL SERVICES:				715.49	.00			
41.502.03.325 GENERAL EQUIPMENT PARTS								
AQUA PURE ENTERPRISES INC	0139495-IN	0	DIGI FLO PVC PIPE	533.70	.00		042522	
Total 41.502.03.325 GENERAL EQUIPMENT PARTS:				533.70	.00			
Total GENERAL:				1,949.87	.00			
Total SWIMMING POOL FUND:				1,949.87	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.299 OTHER CONTRACTUAL SERVICES								
AVERY DENNISON CORP	61761107	0	5 INK CARTRIDGES	792.07	.00		042522	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				792.07	.00			
Total GENERAL:				792.07	.00			
Total STREET IMPROVEMENT FUND:				792.07	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
68.502.10.292 ENGINEERING SERVICES								
V3 COMPANIES OF ILLINOIS	0222443	0	JACKSON POND DESIGN ENGINEERING	22,179.58 ✓	.00		042522	
V3 COMPANIES OF ILLINOIS	0322272	0	JACKSON POND DESIGN ENGINEERING	16,420.53 ✓	.00		042522	
Total 68.502.10.292 ENGINEERING SERVICES:				38,600.11	.00			
Total GENERAL:				38,600.11	.00			
Total STORMWATER BUYOUT FUND:				38,600.11	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.210 TELEPHONE								
PEERLESS NETWORK	517806	0	PHONE SERVICE; 4/15-5/14/22	50.27	.00		042522	
Total 82.502.01.210 TELEPHONE:				50.27	.00			
82.502.01.299 OTHER CONTRACTUAL SERVICES								
COMCAST INTERNET	144740337	0	PHONE SERVICE; 4/15-5/14/22	65.08	.00		042522	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				65.08	.00			
82.502.02.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0005158074 3/2022	0	520 N PRINCETON; 3/10-4/8/22	420.50 ✓	.00		042522	
COMMONWEALTH EDISON CO	0233060038 3/2022	0	CENTRAL PUMPING STN; 3/10-4/8/22	396.57 ✓	.00		042522	
COMMONWEALTH EDISON CO	6152211004 3/2022	0	WTR/SWR; 3/8-4/6/22	147.98 ✓	.00		042522	
COMMONWEALTH EDISON CO	6667072019 3/2022	0	WELL #2; 3/8-4/6/22	380.21 ✓	.00		042522	
Total 82.502.02.219 UTILITY - ELECTRIC:				1,345.26	.00			
82.502.02.220 UTILITY - GAS								
NICOR GAS	00-94-81-1000 2 3/21	0	WTR/SWR; 3/7-4/4/22	537.76 ✓	.00		042522	
NICOR GAS	28-55-16-5989-0 3/21	0	CENTRAL STN; 3/7-4/5/22	143.10 ✓	.00		042522	
NICOR GAS	35-02-64-0936 3 3/21	0	1260 S CORNELL; 3/10-4/7/22	161.31 ✓	.00		042522	
Total 82.502.02.220 UTILITY - GAS:				842.17	.00			
82.502.02.292 ENGINEERING SERVICES								
BURKE ENGINEERING LTD, CHRISTO	173257	0	CDBG 2022-2024 GRANT APPLICATION PRE	127.50	.00		042522	
Total 82.502.02.292 ENGINEERING SERVICES:				127.50	.00			
Total GENERAL:				2,430.28	.00			
Total WATER SUPPLY FUND:				2,430.28	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.210 TELEPHONE								
PEERLESS NETWORK	517806	0	PHONE SERVICE; 4/15-5/14/22	50.27	.00		042522	
Total 83.502.01.210 TELEPHONE:				50.27	.00			
83.502.01.299 OTHER CONTRACTUAL SERVICES								
COMCAST INTERNET	144740337	0	PHONE SERVICE; 4/15-5/14/22	65.08	.00		042522	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				65.08	.00			
83.502.02.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0007134036 3/2022	0	WESTLANDS LIFT STN; 3/10-4/8/22	39.51 ✓	.00		042522	
COMMONWEALTH EDISON CO	0045126092 3/2022	0	NORTH & YALE; 2/25-3/28/22	846.57 ✓	.00		042522	
COMMONWEALTH EDISON CO	0051086116 3/2022	0	900 N VILLA; 2/25-3/28/22	701.27 ✓	.00		042522	
COMMONWEALTH EDISON CO	0063015145 3/2022	0	S VILLA LIFT STN; 3/10-4/8/22	1,261.19 ✓	.00		042522	
COMMONWEALTH EDISON CO	0375103058 3/2022	0	RT 83 LIFT STN; 3/10-4/11/22	50.76 ✓	.00		042522	
COMMONWEALTH EDISON CO	0474090018 3/2022	0	YALE/RIDGE LIFT STN; 3/10-4/8/22	153.26 ✓	.00		042522	
Total 83.502.02.219 UTILITY - ELECTRIC:				3,052.56	.00			
83.502.02.220 UTILITY - GAS								
NICOR GAS	03-36-92-1882 5 3/21	0	GENERATOR STN;3/7-4/5/22	92.04 ✓	.00		042522	
NICOR GAS	27-37-06-3955 4 3/21	0	NORTH & YALE LFT;3/7-4/5/22	51.91 ✓	.00		042522	
NICOR GAS	29-10-59-0000 4 3/21	0	WET WEATHER;3/7-4/5/22	2,325.00 ✓	.00		042522	
NICOR GAS	52-91-90-1082 8 3/21	0	NATH LIFT STN;3/8-4/6/22	52.24 ✓	.00		042522	
Total 83.502.02.220 UTILITY - GAS:				2,521.19	.00			
Total GENERAL:				5,689.10	.00			
Total WASTEWATER FUND:				5,689.10	.00			
Grand Totals:				147,422.27	955.00			

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>88,986.74</u>
RECREATION FUND	
Total RECREATION FUND:	<u>7,396.09</u>
PARKS FUND	
Total PARKS FUND:	<u>1,578.01</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>1,949.87</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>792.07</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>38,600.11</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>2,430.28</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>5,689.10</u>
Grand Totals:	<u><u>147,422.27</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE

4/25/22

APPROVED BY


4/25/22



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on May 9, 2022

Covering weekly check runs dated for:

May 2, 2022/CY22 \$947,405.96

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "050222","0426INT","WF0502","0428INT"

Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
01.110050 UTILITY CASH CLEARING								
UTILITY BILLING REFUNDS	10-01920-04R	0	FIN CREDIT BAL; 530 N WESTMORE AVE	67.57 ✓	.00		050222	
UTILITY BILLING REFUNDS	10-04910-01R1	0	FIN CREDIT BAL; 408 N BIERMANN AVE	150.00 ✓	.00		050222	
UTILITY BILLING REFUNDS	10-12680-03R1	0	FIN CREDIT BAL; 419 N PRINCETON AVE	300.00 ✓	.00		050222	
UTILITY BILLING REFUNDS	10-13200-07R	0	FIN CREDIT BAL; 348 N ARDMORE AVE	122.34 ✓	.00		050222	
UTILITY BILLING REFUNDS	10-13220-05R	0	FIN CREDIT BAL; 403 N ARDMORE AVE	40.39 ✓	.00		050222	
UTILITY BILLING REFUNDS	11-01160-04R	0	FIN CREDIT BAL; 301 E PINE ST	24.77 ✓	.00		050222	
UTILITY BILLING REFUNDS	11-02990-00R	0	FIN CREDIT BAL; 307 E DIVISION ST	19.39 ✓	.00		050222	
UTILITY BILLING REFUNDS	11-05220-05R-1	0	FIN CREDIT BAL; 32 N CORNELL AVE	79.26 ✓	.00		050222	
UTILITY BILLING REFUNDS	11-05680-14R	0	FIN CREDIT BAL; 256 N ARDMORE AVE	153.72 ✓	.00		050222	
UTILITY BILLING REFUNDS	11-06400-01R1	0	FIN CREDIT BAL; 232 N PRINCETON AVE	169.58 ✓	.00		050222	
UTILITY BILLING REFUNDS	11-12680-02R1	0	FIN CREDIT BAL; 230 S PRINCETON AVE	128.31 ✓	.00		050222	
UTILITY BILLING REFUNDS	12-01230-01R1	0	FIN CREDIT BAL; 632 S HARVARD AVE	124.55 ✓	.00		050222	
UTILITY BILLING REFUNDS	12-04800-00A	0	FIN CREDIT BAL; 335 S ARDMORE AVE	41.03 ✓	.00		050222	
UTILITY BILLING REFUNDS	12-16450-06R	0	FIN CREDIT BAL; 30 S VILLA AVE	210.29 ✓	.00		050222	
UTILITY BILLING REFUNDS	12-16730-01R	0	FIN CREDIT BAL; 102 S MYRTLE AVE	89.08 ✓	.00		050222	
UTILITY BILLING REFUNDS	12-17210-03R	0	FIN CREDIT BAL; 216 S EUCLID AVE	58.18 ✓	.00		050222	
UTILITY BILLING REFUNDS	12-19090-03R	0	FIN CREDIT BAL; 17 S SUMMIT AVE	79.45 ✓	.00		050222	
UTILITY BILLING REFUNDS	12-19390-00R	0	FIN CREDIT BAL; 741 S IL ROUTE 83	120.05 ✓	.00		050222	
UTILITY BILLING REFUNDS	13-03300-06R	0	FIN CREDIT BAL; 110 W MONROE ST	155.60 ✓	.00		050222	
UTILITY BILLING REFUNDS	13-04680-01R	0	FIN CREDIT BAL; 8 W LESLIE LN	5.16 ✓	.00		050222	
UTILITY BILLING REFUNDS	14-00250-02R	0	FIN CREDIT BAL; 621 E WILDWOOD AVE	579.98 ✓	.00		050222	
UTILITY BILLING REFUNDS	14-02550-02R	0	FIN CREDIT BAL; 442 N ARDMORE AVE	115.69 ✓	.00		050222	
Total 01.110050 UTILITY CASH CLEARING:				2,834.39	.00			
Total :				2,834.39	.00			
Total CASH ALLOCATIONS FUND:				2,834.39	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.130204 GROUP INSURANCE REC								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	32,802.31	32,802.31	04/28/2022	0428INT	
Total 10.130204 GROUP INSURANCE REC:				32,802.31	32,802.31			
10.190515 DUE TO/FROM LIBRARY (BENEFITS)								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	12,200.30	12,200.30	04/28/2022	0428INT	
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):				12,200.30	12,200.30			
10.210508 ESCROW: P. W. PROJECTS								
MIDLAND PLUMBING & SEWER	PRUU20-835	0	BOND RLS; 251 N ARDMORE	1,200.00	.00		WF0502	
MIDLAND PLUMBING & SEWER	PRUU22-288	0	BOND RLS; 709 W MERLE	1,200.00	.00		WF0502	
Total 10.210508 ESCROW: P. W. PROJECTS:				2,400.00	.00			
Total :				47,402.61	45,002.61			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.230 PRINTING SERVICES								
SIR SPEEDY PRINT SIGNS MARKETIN	83243	0	1 BUDGET BOOKS	37.39	.00		WF0502	
SIR SPEEDY PRINT SIGNS MARKETIN	83244	0	15 BUDGET BOOKS	1,124.40	.00		WF0502	
Total 10.513.00.230 PRINTING SERVICES:				1,161.79	.00			
10.513.00.299 OTHER CONTRACTUAL SERVICES								
MWM CONSULTING GROUP	300404	0	GASB # 67/65 ACTUARIAL REPORT AS OF 12	6,800.00	.00		WF0502	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				6,800.00	.00			
Total FINANCE:				7,961.79	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	22,606.63	22,606.63	04/28/2022	0428INT	
Total 10.515.00.250 EMPLOYEE BENEFITS:				22,606.63	22,606.63			
Total CENTRAL SERVICES:				22,606.63	22,606.63			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.517.00.299 OTHER CONTRACTUAL SERVICES								
ROMANO LANDSCAPE	39837	0	MTHLY LAWN MAINT. METRA	1,300.00 ✓	.00		WF0502	
TOTAL PARKING SOLUTIONS	105676	0	ANNUAL METER MAINT CONTRACT	1,380.00 ✓	.00		WF0502	
TOTAL PARKING SOLUTIONS	105677	0	ANNUAL WEB OFFICE CMS	960.00 ✓	.00		WF0502	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:				3,640.00	.00			
Total COMMUTER PARKING LOT:				3,640.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	4,436.08	4,436.08 ✓	04/28/2022	0428INT	
Total 10.518.00.250 EMPLOYEE BENEFITS:				4,436.08	4,436.08			
Total GARAGE:				4,436.08	4,436.08			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	82,497.32	82,497.32	04/28/2022	0428INT	
Total 10.520.01.250 EMPLOYEE BENEFITS:				82,497.32	82,497.32			
10.520.01.399 OTHER SUPPLIES								
ILLINOIS SECRETARY OF STATE	TITLE	0	TITLE FOR SEIZURE VEHICLE 2018 DODGE	155.00	155.00	04/26/2022	0426INT	
Total 10.520.01.399 OTHER SUPPLIES:				155.00	155.00			
Total POLICE:				82,652.32	82,652.32			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	4,143.14	4,143.14	04/28/2022	0428INT	
Total 10.521.01.250 EMPLOYEE BENEFITS:				4,143.14	4,143.14			
Total FIRE:				4,143.14	4,143.14			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	34,031.69	34,031.69	04/28/2022	0428INT	
Total 10.523.02.250 EMPLOYEE BENEFITS:				34,031.69	34,031.69			
Total AMBULANCE/PARAMEDIC:				34,031.69	34,031.69			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	23,059.23	23,059.23	04/28/2022	0428INT	
Total 10.525.01.250 EMPLOYEE BENEFITS:				23,059.23	23,059.23			
Total STREET:				23,059.23	23,059.23			
Total CORPORATE FUND:				229,933.49	215,931.70			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
26.502.01.299 OTHER CONTRACTUAL SERVICES								
ROMANO LANDSCAPE	39837	0	MTHLY LAWN MAINT. ARDMORE	750.00	.00		WF0502	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:				750.00	.00			
Total GENERAL:				750.00	.00			
Total TIF 6 FUND-NO ARDMORE/VERMONT:				750.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	14,805.25	14,805.25	04/28/2022	0428INT	
Total 35.502.01.250 EMPLOYEE BENEFITS:				14,805.25	14,805.25			
35.502.01.317 OFFICE SUPPLIES								
SIR SPEEDY PRINT SIGNS MARKETIN	83243	0	2 BUDGET BOOKS	74.80	.00		WF0502	
Total 35.502.01.317 OFFICE SUPPLIES:				74.80	.00			
35.502.35.299 OTHER CONTRACTUAL SERVICES								
DESIGNSPRING GROUP INC.	2776	0	VPPR LAYOUT,DESIGN SUM BRO	3,130.00	.00		WF0502	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:				3,130.00	.00			
Total GENERAL:				18,010.05	14,805.25			
Total RECREATION FUND:				18,010.05	14,805.25			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	16,463.67	16,463.67	04/28/2022	0428INT	
Total 36.502.01.250 EMPLOYEE BENEFITS:				16,463.67	16,463.67			
36.502.01.317 OFFICE SUPPLIES								
SIR SPEEDY PRINT SIGNS MARKETIN	83243	0	2 BUDGET BOOKS	74.80	.00		WF0502	
Total 36.502.01.317 OFFICE SUPPLIES:				74.80	.00			
36.502.02.299 OTHER CONTRACTUAL SERVICES								
ROMANO LANDSCAPE	39837	0	MTHLY LAWN MAINT. NORTH AVE	1,400.00	.00		WF0502	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:				1,400.00	.00			
Total GENERAL:				17,938.47	16,463.67			
Total PARKS FUND:				17,938.47	16,463.67			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	4,253.46	4,253.46	04/28/2022	0428INT	
Total 60.502.02.250 EMPLOYEE BENEFITS:				4,253.46	4,253.46			
Total GENERAL:				4,253.46	4,253.46			
Total STREET IMPROVEMENT FUND:				4,253.46	4,253.46			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
68.502.02.292 ENGINEERING SERVICES								
KENIG LINDGREN O'HARA	28193	0	TRAFFIC STUDY REVIEW, THE UNION, 110 S	2,402.50 ✓	.00		WF0502	
Total 68.502.02.292 ENGINEERING SERVICES:				2,402.50	.00			
68.502.02.399 OTHER SUPPLIES								
KEVIN HAMMEREL	1	0	RAIN BARREL REIMBURSEMENT	40.00	.00		WF0502	
Total 68.502.02.399 OTHER SUPPLIES:				40.00	.00			
Total GENERAL:				2,442.50	.00			
Total STORMWATER BUYOUT FUND:				2,442.50	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	4.15.22	0	HEALTH INSURANCE; MAY 2022	12,998.96	12,998.96	04/28/2022	0428INT	
Total 82.502.01.250 EMPLOYEE BENEFITS:				12,998.96	12,998.96			
Total GENERAL:				12,998.96	12,998.96			
Total WATER SUPPLY FUND:				12,998.96	12,998.96			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.201 LEGAL NOTICES								
Paddock Publications	213762	0	ADVERTISEMENT FOR BID; WASHINGTON S	351.90	.00		WF0502	
Total 83.502.01.201 LEGAL NOTICES:				351.90	.00			
83.502.01.250 EMPLOYEE BENEFITS								
Blue Cross Blue Shield	4.15.22	0	HEALTH INSURANCE; MAY 2022	4,356.84	4,356.84	04/28/2022	0428INT	
Total 83.502.01.250 EMPLOYEE BENEFITS:				4,356.84	4,356.84			
83.502.04.401 CAPITAL OUTLAY								
A LAMP CONCRETE CONTRACTORS I	PE 04 (Partial) -A Lamp #1	0	MAPLE AREA IMPROVEMENT PROJECT	653,535.90	.00		WF0502	
Total 83.502.04.401 CAPITAL OUTLAY:				653,535.90	.00			
Total GENERAL:				658,244.64	4,356.84			
Total WASTEWATER FUND:				658,244.64	4,356.84			
Grand Totals:				947,405.96	268,809.88			

	<u>Amount Paid</u>
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	<u>2,834.39</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>229,933.49</u>
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	<u>750.00</u>
RECREATION FUND	
Total RECREATION FUND:	<u>18,010.05</u>
PARKS FUND	
Total PARKS FUND:	<u>17,938.47</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>4,253.46</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>2,442.50</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>12,998.96</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>658,244.64</u>
Grand Totals:	<u><u>947,405.96</u></u>

Amount Paid

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE

4/29/22

APPROVED BY



Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "050222","0426INT","WF0502","0428INT"

Village Board of Trustees Agenda Item Report

Meeting Date: May 9, 2022

Submitted by: Michael Guerra

Submitting Department: Parks & Recreation

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution to Approve and Authorize the Execution of a Standard Form of Agreement Between Owner and Architect By and Between the Village of Villa Park and Williams Architects for the Lions Park Recreation Center

Suggested Action:

On March 14, 2022, the Village Board approved the Letter of Proposed Agreement prepared by Williams Architects of Itasca, Illinois, to provide certain professional architectural and engineering services in an amount not to exceed \$1,378,080, in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Lions Park Recreation Center Project. The Letter of Proposed Agreement contemplates the preparation and approval of a formalized AIA Standard Form of Agreement. The proposed resolution authorizes the formalized AIA Standard Form of Agreement with Williams Architects, as contemplated, to provide certain professional architectural and engineering services in connection with the Lions Park Recreation Center Project.

Attachments:

[MEMO - 5-9-22 - Resolution Approving AIA Standard Form Agreement - Williams Architect - Lions Park Recreation Project \(1\).docx](#)

[RESO - 5-9-22 - Approving AIA Standard Form Agreement - Williams Architect - Lions Park Recreation Project.docx](#)

[Standard Form Agreement AIA B132-2019 - Williams Associates - Villa Park - 5.5.22 Draft.pdf EXHIBIT_A.pdf](#)

[Exhibit_B_-_Contractor_s_Certification_-_Williams_Architects.pdf](#)

Memo / Board Action Summary

Village Board Meeting Date: May 9, 2022

Re: A Resolution to Approve and Authorize the Execution of a Standard Form of Agreement Between Owner and Architect by and between the Village of Villa Park and Williams Architects for the Lions Park Recreation Center Project

Attachments:

- Resolution
- Standard Form of Agreement between Owner and Architect, Construction Manager as Advisor Addition (AIA Doc. B132-2019)

Background:

On March 14, 2022, the Village Board approved the Letter of Proposed Agreement prepared by Williams Architects of Itasca, Illinois, to provide certain professional architectural and engineering services in an amount not to exceed \$1,378,080, in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Lions Park Recreation Center Project. The Letter of Proposed Agreement contemplates the preparation and approval of a formalized AIA Standard Form of Agreement. The proposed resolution authorizes the formalized AIA Standard Form of Agreement with Williams Architects, as contemplated, to provide certain professional architectural and engineering services in connection with the Lions Park Recreation Center Project.

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
BY AND BETWEEN THE VILLAGE OF VILLA PARK AND WILLIAMS ARCHITECTS
FOR THE LIONS PARK RECREATION CENTER PROJECT**

WHEREAS, on March 14, 2022, the Village of Villa Park (the "Village") approved and authorized the Village Manager to approve the Letter of Proposed Agreement ("LOPA") prepared by Williams Architects of Itasca, Illinois, to provide certain professional architectural and engineering services in an amount not to exceed \$1,378,080, in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Lions Park Recreation Center Project; and

WHEREAS, the corporate authorities of the Village now desire and have determined that it is advisable, necessary and in the public interest that the Village enter into a formalized agreement with Williams Architects, as contemplated by the LOPA, to provide certain professional architectural and engineering services in connection with the Lions Park Recreation Center Project.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The foregoing preamble clauses are adopted as the findings of the Village Board and are incorporated into this Resolution as if fully recited.

Section 2: That the Standard Form of Agreement between Owner and Architect, Construction Manager as Advisor Addition (AIA Doc. B132-2019), by and between the Village and Williams Architects, and all other necessary and related documents and exhibits incorporated therein, are hereby approved in substantially the form as attached hereto as Exhibit A, and the Village President is hereby authorized to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the

Resolution No. _____

execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 3: This resolution shall be in force and effect from and after its passage and approval according to law.

PASSED AND APPROVED THIS 9th DAY OF MAY, 2022.

VILLAGE OF VILLA PARK

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

ADOPTED this 9th day of May, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

DRAFT AIA® Document B132™ – 2019

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

AGREEMENT made as of the day of month in the year «first written below (signature page).»

»

(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 Villa Park »« »

«20 S. Ardmore Avenue »

«Villa Park, IL 60181 »

« »

and the Architect:

(Name, legal status, address, and other information)

«Williams Architects »« »

«500 Park Boulevard, Suite 800 »

«Itasca, IL 60143 »

« »

for the following Project:

(Name, location, and detailed description)

«Basic Architectural and Engineering Services for the Village of Villa Park Lions
Community Center »

« »

« »

The Construction Manager:

(Name, legal status, address, and other information)

«Unknown at the time of this Agreement. »« »

«To be determined by Owner, with Architect's assistance. »

« »

« »

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.

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

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

«Per Exhibit A ("LOPA") dated 8 March 2022 »

§ 1.1.2 The Project's physical characteristics:

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

« Per Exhibit A ("LOPA") dated 8 March 2022 »

§ 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.)

«Hard Site and Building Construction Budget of \$15,790,000 »

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

.1 Design phase milestone dates, if any:

« TASK

START

END

- Pre-Design - Completed 09 Dec. 2021 14 Feb. 2022
 - o Data Collection / Kick-Off Meeting
 - o Initial Concept Design Program, Layout & Budget Review/Validation
 - o Preliminary Design Refinements (Site Plans, Floor Plans, Budget)
 - o Public Input (3 Meetings)
(29 December 2021, 15 January 2022, 19 January 2022)
 - o Final Preliminary Design for Board Approval
(24 January 2022)
 - o CMc selected (01 February 2022)
- Basic A&E Services 15 Feb. 2022 30 Mar. 2024
 - o Schematic Design 01 Feb. 2022 - 01 May. 2022
 - o Design Development 01 May. 2022 - 01 Aug. 2022
 - o Construction/Permit Documents 01 Aug. 2022 - 01 Dec. 2022
 - o Bidding 01 Dec. 2022 - 18 Jan. 2023
- Awards & Construction Start 01 Feb. 2023
- Substantial Completion (in compliance with Grant) 30 Mar. 2024
- Move-in / Training / Open to Public 01 Apr. 2024 01 May / Jun. 2024

.2 Construction commencement date:

«01 February 2023 »

.3 Substantial Completion date or dates:

« 30 March 2024 (in compliance with Grant) »

.4 Other milestone dates:

«Move-in/training 01 April 2024
Open to the Public 01 June 2024 »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

«Construction Manager as Advisor with Competitive bids for Sub-trade. »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

«Unknown at the time of this Agreement. To be determined as mutually agreed upon by Owner, Architect and Construction Manager »

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

«Per Exhibit A ("LOPA") dated 8 March 2022. »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

«Michael Guerra, Interim Village Manager/Public Works Director »
«Village of Villa Park »
«20 S. Ardmore Avenue »
«Villa Park, IL 60181 »
« »
« »

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

«The Owner's Construction Manager as Advisor, which is unknown at the time of this Agreement. To be determined, with Architect's assistance. »

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

«Unknown at the time of this Agreement. To be determined by the Owner, with Architect's assistance. »

.2 Land Surveyor:

«Unknown at the time of this Agreement. To be determined by the Owner, with Architect's assistance.

»« »« »« »

« »

« »

.3 Geotechnical Engineer:

«Unknown at the time of this Agreement. To be determined by the Owner, with Architect's assistance.

»« »« »« »

« »

« »

.4 Other consultants and Contractors:

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

«Independent HVAC Commissioning & LEED Certification Commissioning:
Unknown at the time of this Agreement. To be determined by the Owner, with Architect's assistance. »

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

«Tom C. Poulos, AIA »
«CEO / Managing Principal »
«500 Park Boulevard, Suite 800 »
«Itasca, IL 60143 »
« »
« »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Johnson Wilbur Adams, Inc.. »« »
«330 S. Naperville Road, Suite 300 »
«Wheaton, IL 60187 »
« »
«Michael Wilbur, Principal »

.2 Mechanical, Plumbing, Fire Protection and Electrical Engineer:

«Millies Engineering Group »« »
«9711 Valparaiso Drive, Suite A »
«Munster, IN 46321 »
« »
«David Janney, Vice President »

§ 1.1.12.2 Consultants retained under Supplemental Services:

«.1 Interior Design:

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

Carrie Kotera, Director of Interior Design

.2 Civil Engineer:

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, IL 60517

Ted Feenstra, Director of Land Development

« .3 Landscape Architecture:

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

Michelle Kelly, Principal Landscape Architect

« .4 Food Service:

Boelter Companies
945 N. Edgewood Ave.
Wood Dale, IL 60191

Robin Rada

« .5 Low Voltage:

Sentinel Technologies

2550 Warrenville Rd.
Downers Grove, IL 60515

Jim Michalik, Design Consultant »

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

«Per Exhibit A (“LOPA”) dated 8 March 2022 »

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

§ 1.4 The term “Contractors” refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term “Contractors” is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner’s own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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 shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Village and authorized to transact business under the laws of the State of Illinois.

§ 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 “Standard of Care”). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars» (\$ «1,000,000») 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.

§ 2.6.3 Umbrella or Excess Liability coverage of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than «Five Hundred Thousand Dollars» (\$ «500,000 ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

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

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims. 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.

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

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, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 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, the Construction Manager, and the Owner's other 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, the Construction Manager, and the Owner's other 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager'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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, 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.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and 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 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 Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager 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, to the Owner and Construction Manager, 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, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 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 Construction Manager's review and 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. 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 incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall prepare the Construction Documents based upon the final approved Design Development Documents and the Owner approved estimate of the Cost of the Work prepared by the Construction Manager. Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager 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 and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 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

- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager 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;
- .2 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, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors 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 initial 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. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the

Architect, upon written authorization from the Owner and notification to the Construction Manager, 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 Contractors, 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 the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 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 the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, 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 Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project 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 each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.3.4 The Architect will not review waivers of lien from subcontractors nor investigate if sub-contractors and/or materials suppliers have received payment. The Architect shall not be responsible to determine the validity or legality of any lien waiver submitted by the Contractor(s).

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager 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 Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be 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 Contractors' responsibilities. 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 Contractors 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 Contractors' design professionals, provided the submittals bear such professionals' 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 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, 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 transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;

- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, 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 and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors 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 each of the Contractors, 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 Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors 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 and Construction Manager to review the facility operations and performance.

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)
§ 4.1.1.1 Assistance with selection of Construction Manager	Architect Assist Owner
§ 4.1.1.2 Programming	Architect (Completed) under Separate Agreement
§ 4.1.1.3 Multiple preliminary designs	Architect (Completed) under Separate Agreement
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect, Per Section 4.1.2.1.2
§ 4.1.1.10 Landscape design	Architect, Per Section 4.1.2.1.2
§ 4.1.1.11 Architectural interior design	Architect, Per Section 4.1.2.1.5
§ 4.1.1.12 Value analysis	Not Provided

§ 4.1.1.13	Cost estimating	Owner's Construction Manager
§ 4.1.1.14	On-site project representation	Architect, Per Sections 3.3.6 & 4.2.3
§ 4.1.1.15	Conformed documents for construction	Not Provided
§ 4.1.1.16	As-designed record drawings	Architect
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect, Per Sections 1.1.12.2
§ 4.1.1.22	Telecommunications/data design	Architect, Per Sections 4.1.2.1.3
§ 4.1.1.23	Security evaluation and planning	Architect, Per Sections 4.1.2.1.3
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Unknown at the time of this Agreement. To be determined.
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Interior, Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Public/Board Zoning Meetings, submittals and Approvals	Architect Per Section 4.1.2.1.4
§ 4.1.1.29	Other Services provided by specialty consultants	Not Provided/Applicable

§ 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.)

«§ 4.1.2.1.1 Fast-Track / Multiple Bid Releases

Should multiple bid releases be utilized, the extra work associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered an Additional Service. The cost of the Additional Service is TBD.

§ 4.1.2.1.2 Civil Engineering and Landscape Architecture

No professional work for Civil Engineering, Landscape Architecture or other site related design services are included in the Basic Services. However, the Architect will assist the Owner in the coordination of these services. Should the Owner elect to have the Architect include these professional services in accord with Sections 4.1.1.9, 4.1.1.10 and 4.1.1.29, they will be provided as an Additional Service. The cost of the Additional Service is identified in Section 11.2.

§ 4.1.2.1.3 Low – Voltage, Telephone, Computer, Multimedia (Audio/Visual) and Other Special Systems:

The Architect is not responsible for the design and coordination of the telephone, computer, multimedia and other special systems not a part of the building's power, lighting, mechanical, fire suppression, and fire alarm systems. The Architect shall design conduits, electrical boxes and power to allow for the Owner designed systems. Should the Owner elect to have the Architect include these professional services in accord with Section 4.1.1.29, they will be provided as an Additional Service. The cost of the Additional Service is identified in Section 11.2.

§ 4.1.2.1.4 Public Board / Zoning Meetings, Submittals and Approvals

If the Owner requests assistance from the Architects as part of the zoning process, these services shall be considered an Additional Service. Should the Owner elect to have the Architect include these professional services in accord with Sections 4.1.1.28, they will be provided as an Additional Service. The cost of the Additional Service is identified in Section 11.2.

§ 4.1.2.1.5 Interior Design Services

Interior Design is limited to that outlined in Exhibit A (LOPA). Additional Interior Design services and/or bidding of furniture/signage shall be considered an Additional Service. Should the Owner elect to have the Architect include these professional services in accord with Sections 4.1.1.11 and 4.1.1.27, they will be provided as an Additional Service. The cost of the Additional Service is identified in Section 11.2.

§ 4.1.2.1.6 Measured Drawings, Field Verification and Documentation of Existing Conditions

Should the existing conditions drawings provided by Owner to Architect lack required information, has inconsistencies, or if additional information is necessary and the Owner cannot provide such documentation to the Architect, the Architect can field verify existing conditions and create measured drawings and documentation for the project. These services shall be considered an Additional Service. Should the Owner elect to have the Architect include these professional services in accord with Sections 4.1.1.4 and 4.1.1.5 they will be provided as an Additional Service. The cost of the Additional Service is identified in Section 11.2.

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§ 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.)

«Per Exhibit A ("LOPA") dated 8 March 2022. »

§ 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 E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 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 recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 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. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 «On an average of one visit every two weeks for a total of Twenty-Eight (28)» visits to the site by the Architect during construction
- .3 «One» («1») 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 «One» («1») inspections for any portion of the Work to determine final completion
- .5 One (1) 11 month warranty inspection of the work.

§ 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 anticipated date of Substantial Completion identified in the Initial Information, 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 «four » («4 ») years of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information s necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the

Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 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.

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

§ 5.11 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.

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

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

§ 5.17 Force Majeure

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, public health emergency such as infectious disease or pandemic, governmental order or directive, failure of any governmental agency or Owner to furnish information or to approve or disapprove the Architect's work or any other cause beyond the reasonable control of the Architect, its time for completion of the Architect's service, shall be extended by the period of resulting delay.

§ 5.18 Indemnification

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

The Architect shall defend (to the extent covered by general liability insurance required by this Agreement), indemnify and hold harmless the Village, its officials, employees and volunteers against all injuries, deaths, loss, damages, liabilities, judgments, reasonable costs and expenses, resulting from third party claims and suits which may in any way accrue against the Village, its officials, employees and volunteers, to the extent caused by the negligent or willful misconduct in performance of these services by the Architect, its employees, or subcontractors, except that arising out of the negligence or willful act of the Village, its officials, employees and volunteers. The Architect shall, at its own expense, appear and defend (to the extent provided above) and pay all reasonable charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith to the extent of Architect's obligation of indemnity as specified above; and, if any judgment shall be rendered against the Village, its officials, agents, employees and volunteers, in any such action, the Architect shall, at its own expense, satisfy and discharge the same to the extent of Architect's obligation of indemnity as stated above. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Architect to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.

§ 5.19 Construction General Conditions

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

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

§ 5.20 Contractor's Obligation to Insure for Bodily Injury Claims:

The Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Contractors, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

§ 5.20.1 Construction General Conditions

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

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

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

§ 5.22 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in

completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 OWNERSHIP IN WORK

§ 7.1 All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer disks and diskettes, magnetic media, electronic files, printouts, and backups created or modified by the Architect relating in any manner to the Work performed by the Architect or by anyone else and used by the Architect in performance of the services under this Agreement (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

§ 7.2 The Architect hereby assigns to the Owner and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, and the rights to secure any renewals, reissues, and extensions thereof. The Architect grants permission to the Owner to register the copyright and other rights in the Work in the Owner's name. The Architect shall give the Owner or any other person designated by the Owner all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Owner requests from time to time to further confirm this assignment. The Architect further grants to the Owner full, complete and exclusive ownership of the Work. The Architect has full rights to all the Work associated with this Project. Upon completion of the Work or other termination of this Agreement the Architect shall deliver to the Owner all copies of any and all materials relating or pertaining to this Agreement.

§ 7.3 The drawings, specifications, reports, and any other Project documents prepared by the Architect in connection with any or all of the services furnished hereunder shall be delivered to the Owner for the use of the Owner. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service for the Work and are intended for one-time use. The Owner may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the Architect, shall be at Owner's sole risk; and the Owner shall indemnify and hold harmless the Architect from all claims, damages, losses, and expenses

including attorney's fees arising out of or resulting therefrom. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential and proprietary information.

§ 7.4 All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer disks and diskettes, printouts, and backups relating in any manner to the Owner's business, services, programs, software or residents, whether prepared by the Architect or anyone else, are the exclusive property of the Owner. In addition, all papers, notes, data, reference material, documentation, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the Owner (as defined above) are the exclusive property of the Owner. The Architect shall immediately return said items to the Owner upon termination of the Architect's engagement or earlier at the Owner's request at any time.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3. The Architect's duty to indemnify the Owner under this Section 5.18 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 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.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

☐

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

§ 8.3 Arbitration

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

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if 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 the Agreement is terminated due to Architect's default, Architect shall be paid for all services properly performed and all expenses properly incurred as of the effective date of termination less actual damages incurred by Owner to the extent caused by the default.

§ 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 work effort fee, or the method for determining any termination or work effort fee.)

.1 Work Effort Fee if the Owner intends to continue using the Work, (defined in Article 7) prepared by Architect:

«Ten percent (10%) of the remaining unbilled fee, up to a maximum amount of Twenty Five Thousand Dollars (\$25,000.00). »

Upon termination, the Architect shall deliver to the Owner, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the Owner.

§ 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 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.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and 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. Unless otherwise disclosed and arranged for disposal, the Owner represents to the Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the Project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. 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, except if disclosure is required by law. This Section 10.8 shall survive the termination of this Agreement. All obligations of confidentiality and all restrictions on the use of confidential information shall remain in effect for a period of three (3) years following the effective date of this Agreement. Architect's confidentiality obligations hereunder will not apply to information in the public domain or information lawfully acquired from others on a non-confidential basis.

§ 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.

§ 10.10 The Contractor's Certification Form attached hereto as Exhibit B and incorporated herein, shall be executed by Architect and it is agreed among the parties that the assurances contained in the Contractor's Certification are each a material representation of fact upon which reliance is placed by the Village in entering into this Agreement with the Architect.

ARTICLE 11 COMPENSATION

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

«Architect's compensation for Basic Services shall be One Million Two Hundred Thirty-One Thousand Six Hundred Thirty Dollars (\$1,231,630.00).

The above noted fee is based upon \$15,790,000 Hard Site and Building Construction Budget. If the project material scope and the associated construction budget increase through the design process beyond the established \$15,790,000 value and the Village of Villa Park approves the same, our Fee will increase at Seven and Eight Tenths percent (7.8%) of the value of the Project that exceeds the established \$15,790,000 for the hard construction cost. This increase shall be added to the previously identified Fee listed above.

Architect's Compensation for Additional Services shall be as follows:

Interior Design (Materials/Color Selection)	\$ 28,000.00
Civil Engineer	\$ 60,000.00
Landscape Architect	\$ 18,000.00
Low Voltage	\$ 15,000.00
Food Service Consultant	\$ 10,000.00
Management and Coordination Fee (15%)	\$ 15,450.00*
* No mark-up included on Interior Design Services	
Total Specialty Add Service Sub-Consultant Fees	\$ 146,450.00

ARCHITECT'S TOTAL A & E FEE **\$ 1,378,080.00**

See Section 11.2 for additional information. »

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

«Architect's Compensation for Additional Services shall be as follows:

Interior Design (Materials/Color Selection):	\$ 28,000.00
Civil Engineer	\$ 60,000.00
Landscape Architect	\$ 18,000.00
Low Voltage	\$ 15,000.00
Food Service Consultant	\$ 10,000.00
Management and Coordination Fee	\$ 15,450.00
Total Additional Service Fees	\$ 146,450.00»

§ 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.)

«At an hourly rate for a fixed fee for the scope at hand, as mutually agreed upon between the Owner and Architect, which is unknown at the time of this Agreement. »

§ 11.4 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	«Nineteen»	percent (	«19»	%)
Design Development Phase	«Sixteen»	percent (	«16»	%)
Construction Documents Phase	«Forty-Three»	percent (	«43»	%)
Bidding/Negotiation Phase	«Two »	percent (	«02»	%)
Construction Phase	«Twenty»	percent (	«20»	%)
Total Basic Services Phase	One-hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.5 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.

§ 11.5.1 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.

§ 11.6 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.)

« »

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

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

§ 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 extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 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;
- .11 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 expenses incurred by the Architect and the Architect's consultants plus «zero» percent («0» %) of the expenses incurred. This provision controls and overrides any conflicting provision provided in Exhibit A ("LOPA").

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 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 2.6, and for which the Owner shall reimburse the Architect.)

«To Be Determined. »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «To Be Determined » (\$ «TBD ») 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 «thirty» («30 ») 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.)

«Payments and interest shall be made in accordance with the Illinois Local Government Prompt Payment Act. » « »

§ 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.)

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

§12.2 **Responsibility for Code Compliance.** The Architect shall exercise the Standard of Care to conform the final Drawings and Specifications to applicable building codes existing on the date of completion of the final Drawings and Specifications. However, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be compensated as an Additional Service at a mutually agreed upon fee between the Owner and Architect per Section 11.3. The parties acknowledge that submittal of Drawings and Specifications for permit routinely results in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable government requirements.

§ 12.3 **Americans With Disabilities Act.** The Architect shall exercise the Standard of Care to conform the Construction Documents to the requirements known to similarly situated architects with the Americans With Disabilities Act Accessibility Guidelines ("ADAAG"). The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the final Drawings or Specifications, such modifications shall be considered an Additional Service at a mutually agreed upon fee between the Owner and Architect, per Section 11.3. The Owner shall be solely responsible for compliance with the provisions of the Americans With Disabilities Act for any areas outside the scope of the Project. The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service at a mutually agreed upon fee between the Owner and Architect, per Section 11.3..

§ 12.4 **Electronic Media.** The license under this Agreement for Instruments of Service is only for information contained on printed documents. However, for the Owner's convenience, the Architect may also furnish such information in electronic media. The parties acknowledge that untraceable changes from causes not the fault of

Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to release, and for third party claims, to indemnify the Architect, its employees and consultants from and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of, resulting from or in connection with any deviations of the information in electronic media from that in the printed documents. This release and indemnity shall survive the termination of this Agreement. The Owner shall have the right to request the Architect to furnish to Construction Manager, Contractors, subcontractors, sub-subcontractors and material or equipment suppliers to utilize portions of the Instruments of Service for use in the execution of their portion of the Work. The Architect shall be compensated by the Construction Manager, Contractors, subcontractors, sub-subcontractors and material or equipment suppliers for these electronic files of the Instruments of Service. »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

«Not applicable at this time. »

[☒] 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.)

«Exhibit A (“LOPA”) dated 8 March 2022.;
Exhibit B Contractor’s Certification »

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

« »

This Agreement is entered into as of the _____ day of _____ month in the year _____.

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

«Tom C. Poulos, AIA
CEO / Managing Principal »« »

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



EXHIBIT A

8 March 2022

Mr. Michael M. Guerra, P.E. / Interim Village Manager
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Re: Village of Villa Park / Lions Community Center
Basic Architectural & Engineering (A&E) Services
WA No. 2021-053

LETTER OF PROPOSED AGREEMENT (LOPA)

Dear Michael:

It has been a pleasure working with the Village of Villa Park since 1996 on various Recreational Projects. We truly value our professional relationship and are excited about our current work on the Village of Villa Park Lions Community Center. As a result of our Pre-Design Phase efforts, which culminated into a unanimous Board decision on 14 February 2022 to proceed with the implementation of the Community Center, we are pleased to provide our Basic A&E Services for the Project. To that end, we have prepared this Letter of Proposed Agreement (LOPA), outlining our understanding of the opportunity to work with you, your staff, and your Board. We look forward to our continued involvement on the Project.

We have defined our proposed professional services and associated fees to perform Pre-Design and Basic A&E Services below.

ARCHITECTURAL TEAM MEMBERS

The following team members represent the Williams Architects critical Management Team; however, the services of many other talented professional and technical staff beyond those noted herein will also be utilized:

- Tom C. Poulos / Principal-In-Charge & Design
- Andrew Caputo / Managing Architect
- Anna M. Szybowski / Project Designer
- Andreas Symeonides / Project Architect
- Carrie A. Kotera / Interior Design

Please refer to the below noted Sub-Consultant & Engineering Team for the A & E Services on this Project as follows:

ARCHITECT'S BASE SERVICE CONSULTANTS

- Structural Engineering / Johnson Wilbur Adams, Inc.
- Mechanical, Plumbing, Fire Protection and Electrical Engineering / Millies Engineering Group

ARCHITECT'S SPECIALTY ADD SERVICE SUB-CONSULTANTS

- Interior Design / Williams Interiors
- Civil Engineering / V3 Companies
- Landscape Architecture / Upland Design
- Food Service / Boelter
- Low Voltage / Sentinel Technologies

OWNER'S DIRECT CONSULTANTS

Owner's Consultants contracted and coordinated by the Owner are as follows:

- Construction Manager (CMA) / TBD
- Surveying / TBD
- Geotechnical Soils and Material Testing / TBD
- Independent HVAC Commissioning & LEEDD Certification Commissioning
- Environmental (Not Anticipated) / TBD

PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

The Village of Villa Park and Williams Architects have recently completed the Concept Design for the DCEO Grant Opportunities related to the Village of Villa Park Lions Community Center Project.

The Village of Villa Park and Williams Architects have recently completed the Initial Concept Design for the proposed Lions Community Center. This initial Concept Design explored various options at Lions Park for a new Community Center to serve the residents of Villa Park.

The purpose of the Center is to enhance the residents and patrons recreational and community experiences by providing a state-of-the-art, multi-generational Community Center. This Project will meet the current and future needs of the Village of Villa Park and enhance the quality of life within the community.

The Community Center project is defined within the findings and recommendations of the Conceptual Design Study and summarized within the Board Presentation dated 14 February 2022.

As a result of the recent DCEO award notification to the Village of Villa Park, Williams Architects will provide Basic A&E Services in accord with the Pre-Design Phase documentation, as presented at the Board Presentation on 14 February 2022.

For the purposes of this Project the Hard Site and Building Construction Budget shall be established as an estimated value of \$15,790,000.00. Additionally, we will provide our Professional Architectural and Engineering Services to comply with the terms and conditions of the DCEO Grant.

APPROACH & SCOPE OF SERVICES

The following narrative and scope of services to be performed by the Architect and Engineering Consultant Team shall be completed in accordance with generally accepted standards of care in the Architectural Practice and shall include the services and supplies to complete the following tasks:

**Pre-Design Architectural & Engineering (A & E) Services for Project Implementation-
COMPLETED 14 FEBRUARY 2022 UNDER SEPARATE AGREEMENT:
(Seven (7) total meetings)**

Pre-Design Phase- COMPLETED 14 FEBRUARY 2022, FOR REFERENCE PURPOSES ONLY:

Data Collection / Kick-off:

We will review the details of the work plan with the Senior Staff and other participants deemed appropriate by the Owner's identified Project Manager. We will follow the aforementioned with a Project kick-off meeting which will address the following:

- Assist Owner to define Project goals and objectives.
- Review and establish comprehensive project timeline (Design Validation).
- Establish a milestone schedule for the Project, including development of a meeting matrix and meeting agenda.
- Identify data / documentation (data collection) to be provided by Owner for the Project Consulting Team to review.

- Assist the Village of Villa Park in preparing an RFP and Selecting a Construction Manager as a Constructor (CMc) with GMP for this Project.

Includes one (1) meeting with Staff

Public Input:

We will engage the Village of Villa Park residents through a series of Community Input meetings as follows:

- 29 December 2021
- 15 January 2022
- 19 January 2022

Includes three (3) Public meetings at Village Hall with the potential for expanded Zoom coverage.

Concept Design Program Review / Validation:

Work with the Village to review / validate the Building Space Program, in order to ensure there are no overlaps or gaps between program areas and the associated space requirements regarding the same. Additionally, we will:

- Further develop and formalize the Building Space Program.
- Review and validate the Project budget, and describe anticipated scope of work, as it relates to the facilities program elements / areas.

Includes one (1) meeting with Staff

Concept Design Planning Review / Validation:

With the previous information obtained, we will develop a refined Concept Design which will depict the organization and adjacency of spaces within the proposed facility.

Furthermore, the deliverables for the refined Concept Design Planning Solution shall include the following:

- Site Plan with Ground Floor Plan outline.
- Floor Plans depicting Programs and Adjacencies
- Order of Magnitude Cost Estimate.

Includes two (2) workshop meetings with Staff

Upon completion of the Pre-Design Phase Services, Williams Architects' will transition into Basic A & E Services. Additionally, we will augment our Project Consulting Team with the balance of the Consultants, as previously noted herein. Toward that end, we will provide:

**Basic Architectural & Engineering (A & E) Services for Project Implementation:
(Anticipate Forty-Nine (49) total meetings)**

Schematic Design Phase:

- Establish a Design Philosophy for the Project.
- Define existing surface conditions to be protected, modified and/or demolished.
- Review Owner's existing Project Site information, including current survey and Geotech information for the Project Site.
- Review previously prepared program data and preliminary design and incorporate into design criteria.
- Preparation of Architectural Program defining elements to be included within Project.
- Include information related to current and desired pedestrian circulation patterns.
- Research applicable local zoning requirements and/or procedures potentially required to secure approval(s) for Project by local governmental officials.
- Preparation of refined Project Schedule from Design through Construction.
- Preparation of Preliminary Estimate of Probable Construction Cost based on Owner's Facility scope and program. Additionally, compare the Williams Architects' estimate with that of the Construction Manager's estimate and establish a basis of budget.
- Review and determine Mechanical, Electrical, Plumbing and other specialty systems for the facility.
- Preparation of Schematic Design Site Plan(s) graphically defining design intent. Plans shall include location and configuration of proposed building(s), facilities, entrance/exit driveways, pedestrian walkways and signage.
- Preparation of outline specifications.

- Preparation of Written Executive Summary of the Phase.
- Final review with the Owner.

Includes five (5) meetings with Staff and one (1) Board Presentation for a total of six (6) meetings

Design Development Phase:

- Based upon Schematic Design Phase Documents, further develop floor plans, elevations and site plans.
- Further develop main components of Mechanical, Electrical, Plumbing and other related specialty systems for the facility.
- Interior Design.
- Further refine documents / deliverables.
- Review Construction Manager's Project cost estimate and refine scope of work documentation in compliance with Project budget.
- Final review.

Includes six (6) meetings with Staff

Construction Documents Phase:

- Preparation of Contract Documents consisting of drawings and specifications as required to secure a building permit and proceed with bidding and construction of the Project.
- Revise Design Phase Estimate of Probable Construction Cost as required to reflect that defined within the Contract Documents.
- Interior Design documentation.
- Review Construction Manager's Project cost estimate and refine scope of work documentation in compliance with Project budget.
- Final review with the Owner.
- Submit and obtain Permits.

Includes Four (4) meetings with Staff

Bidding and Negotiations Phase:

- Assist Construction Manager in the preparation/issuance of Contract Documents to bidders.
- Respond to questions and provide clarifications to bidders.
- Issue Addendums and/or clarification to bidders.
- Attend One (1) pre-bid conference/meeting and One (1) bid opening/meeting. Architect's attendance at additional conferences and/or bid opening meetings shall be considered an Additional Service.
- Assist Construction Manager in preparing bid summary and recommendations to Owner.

Includes Two (2) meetings with Staff

Construction Administration Phase:

- Architect's Basic Services during the Construction Phase shall include attendance at not more than twenty-eight (28) On-Site Project Meetings with Owner and Contractor (Construction Manager) combined with a site observation visit to become generally familiar with the progress and quality of the completed construction work for general compliance with Construction Documents. The Architect shall report to the Owner nonconforming work observed during such visits. Architect's attendance at additional OAC meetings or additional site observation visits shall be considered an Additional Service. The Architect shall not be responsible for means, methods, techniques or sequences of construction or for safety programs or precautions in connection with the construction work.
- Architect shall have the authority to reject construction work that does not conform to the Construction Documents.
- We are anticipating a fourteen (14) month Construction Phase duration for this Project. Construction Phase duration for the Architect's Services shall be that period of time from commencement of construction through sixty (60) days following date of Architect's issuance of a Certificate of Substantial Completion.
- The Architect shall review and respond to written requests for information ("RFI's") from the Contractor seeking an interpretation or clarification of the Construction Documents in writing within a reasonable time.
- The Architect shall review Contractor submittals and shop drawings for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and

process Contractor's submittals and Shop Drawings.

- Interior design material and color submittals and shop drawing review.
- Interior submittals and shop drawing review.
- The Architect shall review in conjunction with a site observation visit the Contractor's Applications for Payment and process Contractor's Applications for Payment. Such review is to check for quantity of construction work which the Contractor has indicated is completed in the Application for Payment. The Architect shall not be responsible for obtaining or checking lien waivers provided or required.
- The Architect shall prepare Change Orders for Owner's approval and execution.
- The Architect shall visit Project Site to prepare One (1) Punch-List, issue Certificate of Substantial Completion and attend One (1) follow-up site meeting within 60-days of Substantial Completion to review completion of Punch-List. Architect's attendance at additional site meetings intended for Punch-List reviews shall be considered an Additional Service.
- The Architect shall conduct an 11-month walk-through of the facility to determine any outstanding warranty items.

Includes Thirty-one (31) Project site meetings

SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

Williams Architect's procedure for maintaining project schedules includes defining a very specific step-by-step process with the Village of Villa Park at the beginning of the Project. With this ongoing series of deadlines to meet, it has allowed us to maintain excellent results in achieving our project deadlines. We take great effort to carefully plan out all the meetings, work tasks and project milestones for a Project. We do this because it has greatly enhanced our ability to keep our projects moving forward with no surprises to our clients. To that end, we have prepared the following preliminary schedule, and will work with the Village to ensure the Project Schedule meets your goals and objectives.

TASK	START	END
• Pre-Design - Completed	09 Dec. 2021	14 Feb. 2022
o Data Collection / Kick-Off Meeting		
o Initial Concept Design Program, Layout & Budget Review/Validation		
o Preliminary Design Refinements (Site Plans, Floor Plans, Budget)		
o Public Input (3 Meetings)		
(29 December 2021, 15 January 2022, 19 January 2022)		
o Final Preliminary Design for Board Approval		
(24 January 2022)		
o CMc selected (01 February 2022)		
• Basic A&E Services	15 Feb. 2022	30 Mar. 2024
o Schematic Design	01 Feb. 2022 - 01 May. 2022	
o Design Development	01 May. 2022 - 01 Aug. 2022	
o Construction/Permit Documents	01 Aug. 2022 - 01 Dec. 2022	
o Bidding	01 Dec. 2022 - 18 Jan. 2023	
• Awards & Construction Start	01 Feb. 2023	
• Substantial Completion (in compliance with Grant)		30 Mar. 2024
• Move-in / Training / Open to Public	01 Apr. 2024	01 May / Jun. 2024

TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by the Village of Villa Park shall be paid on a fee basis, as described below, for the Scope of Services performed in accordance with the enclosed compensation breakdown. The Architect shall bill the Village on a monthly basis for the percentage of services / work performed for the previous month's time. Time will be in accord with the enclosed Rate Table.

We respectfully propose our Professional Services fees as follows:

BASE A & E SERVICES FEE **\$ 1,231,630.00**

- Total Hard Construction Cost of \$15,790,000.00 x 7.8%

ARCHITECT'S SPECIALTY ADD SERVICE SUB-CONSULTANTS

- Interior Design (Materials/Color Selection) \$ 28,000.00
- Civil Engineer \$ 60,000.00
- Landscape Architect \$ 18,000.00
- Low Voltage \$ 15,000.00
- Food Service Consultant \$ 10,000.00
- Management and Coordination Fee (15%) \$ 15,450.00*

* No mark-up included on Interior Design Services

Total Specialty Add Service Sub-Consultant Fees **\$ 146,450.00**

ARCHITECT'S TOTAL A & E FEE **\$ 1,378,080.00**

The above noted fee is based upon a \$15,790,000 Hard Site and Building Construction Budget. If the project material scope and the associated construction budget increase through the design process beyond the established \$15,790,000 value and the Village of Villa Park approves the same, our Fee will increase at Seven and Eight Tenths percent (7.8%) of the value of the Project that exceeds the established \$15,790,000 for the hard construction cost. This increase shall be added to the previously identified Fee listed above.

Should any Architect's Specialty Consultants be affected by Owner approved scope increase, we will compensate the said Consultant(s) at a mutually acceptable fee.

Our fee will be distributed in the below noted percentages:

Base (A&E) Services:

Schematic Design	19.0%
Design Development	16.0%
Construction Documents / Permitting	43.0%
Bidding / Negotiation	2.0%
Construction Administration	20.0%
	100.0%

Our work will be provided on a percentage of work completed basis from the rate table below. Any Additional Services authorized by the Owner and approved in writing will be provided on an hourly or mutually accepted fixed fee basis from the rate table below. These rate tables are revised the beginning of June each year.

The Architect shall bill the Village on a monthly basis for the percentage of services / work performed for the previous month's time. Time will be in accord with the enclosed Rate Table.

Rate Table

Principal II	\$ 243.00/Hour
Principal I	\$ 224.00/Hour
Associate Principal.....	\$ 206.00/Hour
Senior Associate/Senior Project Mgr.	\$ 202.00/Hour
Associate / Project Manager	\$ 184.00/Hour
Architect III	\$ 163.00/Hour
Architect II	\$ 150.00/Hour
Architect I	\$ 135.00/Hour
Senior Project Coordinator II.....	\$ 163.00/Hour
Senior Project Coordinator I.....	\$ 150.00/Hour
Project Coordinator IV.....	\$ 123.00/Hour
Project Coordinator III	\$ 112.00/Hour
Project Coordinator II	\$ 95.00/Hour
Project Coordinator I.....	\$ 82.00/Hour
Project Technician II.....	\$ 64.00/Hour
Project Technician I.....	\$ 49.00/Hour
Aquatic Engineer II.....	\$ 194.00/Hour
Aquatic Engineer I.....	\$ 148.00/Hour
Director of Marketing.....	\$ 181.00/Hour
Marketing Coordinator	\$ 131.00/Hour
Accounting	\$ 174.00/Hour
Secretarial	\$ 123.00/Hour
Clerical	\$ 87.00/Hour
Director of Interior Design	\$ 165.00/Hour
Interior Designer V	\$ 129.00/Hour
Interior Designer IV	\$ 108.00/Hour
Interior Designer III.....	\$ 84.00/Hour
Interior Designer II.....	\$ 71.00/Hour
Interior Designer I.....	\$ 49.00/Hour

CONTINGENT OPTIONAL ADDITIONAL SERVICES

Professional services excluded from, or that noted within this LOPA, can be provided on an hourly, or mutually agreed upon fixed fee basis, as requested by the Village in accordance with the rate table herein.

REIMBURSABLE EXPENSES:

In addition to our professional services, we shall also invoice the client for our Project related Reimbursable Expenses at a 1.15 multiplier. Project related Reimbursable Expenses include such items as vehicle mileage, tolls & parking, printing, copies, photography, renderings / slides, fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc..

CLOSING

Thank you again for this wonderful opportunity to provide our Professional Services to the Village of Villa Park. If you are in agreement with the terms of this Letter of Proposed Agreement (LOPA), please sign and date below, and return one original to our office. Upon receipt of an executed Letter of Proposed Agreement, we will be ready to commence with the defined Architectural Services, and we will incorporate this Letter of Proposed Agreement into a formal Owner-Architect AIA Agreement, mutually agreeable to the Village of Villa Park and Williams Architects. In the meantime, it is understood that the general terms contained within this proposal herein are in keeping with the Architect's Standard of Care. We are ready to commence with our services immediately. We anticipate a wonderful professional relationship and a successful Project outcome that will serve the Village of Villa Park residents.

If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



Tom C. Poulos, AIA
CEO / Managing Principal

CC: Greg Gola / Village of Villa Park Parks & Recreation Department
Andrew Caputo / Williams Architects
Sonja L. Sporleder / Williams Architects

ACCEPTED BY:

Printed Name and Title – Village of Villa Park Authorized Representative

Village of Villa Park Authorized Signature

Date

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EXHIBIT B

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Architect are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into the agreement with the Architect. The Village of Villa Park may terminate the agreement if it is later determined that the Architect rendered a false or erroneous assurance.

I, Tom Poulos, hereby certify that I am the Chief Executive Officer / Managing Principal of Williams Architects ("ARCHITECT") and as such hereby represent and warrant to the Village of Villa Park, a unit of local government, as follows:

1. The ARCHITECT certifies that the ARCHITECT, its shareholders holding more than five percent (5%) of the outstanding shares of the ARCHITECT, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ARCHITECT shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the

area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ARCHITECT's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ARCHITECT in its efforts to comply with such Act and Rules and Regulations, the ARCHITECT will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated

on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

(8) ARCHITECT (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ARCHITECT will retain such certifications in its files.

(9) In the event of the ARCHITECT's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ARCHITECT may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ARCHITECT may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing 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 ARCHITECT'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 AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (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 ARCHITECT's policy of maintaining a 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 subparagraph 1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph 1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (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 is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining

agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

- j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
- k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ARCHITECT.
- l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m. the ARCHITECT acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ARCHITECT shall review its records and promptly produce to the VILLAGE any records in the ARCHITECT'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ARCHITECT shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

2. If any certification made by the ARCHITECT changes, the ARCHITECT shall notify the VILLAGE in writing within seven (7) days.

Dated: _____

Contractor: _____

By: _____
Tom Poulos

Title: Chief Executive Officer / Managing Principal