



Next Ord No. 4361
Next Reso No. 23-93

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

Village Board of Trustees

September 25, 2023

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

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.**

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Comments on Agenda Items**
- 4. Amendments to the Agenda**
- 5. Proclamations**
 - a. Proclamation Recognizing October 8-14, 2023 as "National Fire Prevention Week."
 - b. Proclamation Recognizing October 2023 as Breast Cancer Awareness Month
 - c. Proclamation Recognizing September 15, 2023 through October 15, 2023 as National Hispanic Heritage Month of 2023
- 6. Presentation**
 - a. Presentation by the Community F.U.N. Commission to the winners of the 2023 Landscaping Awards
 - b. Acceptance of Azana P. Jackson as a Junior member to the Community F.U.N. Commission.
- 7. Consent Agenda**
 - a. Bill Listing for the Weeks of September 11, 2023 and September 18, 2023 in the Total Amount of \$1,141,463.99.
 - b. Minutes from the September 11, 2023 Committee of the Whole Meeting and Regular Meeting of the Village Board
- 8. First Reading on Ordinances to be Codified**

- a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 14, Motor Vehicles and Traffic, of the Village of Villa Park Municipal Code
- b. An Ordinance Amending Section 3-313(A) of the Municipal Code of the Village of Villa Park In Order to Decrease By One the Maximum Number of Licenses Permitted Under the Class I Liquor License Classification and Increase By One the Maximum Number of Liquor Licenses Under the Class I Liquor License Classification

9. Ordinances

- a. An Ordinance Denying an Application for a Special Use Regarding a Proposed New Wireless Telecommunications Tower and Antenna in the RS-7.5 Residential Single-Dwelling District for the Property Located at 1250 S. Ardmore Avenue, in the Village of Villa Park, Illinois

On September 11, 2023, the Village Board of Trustees voted to oppose adopting an ordinance approving the Petitioner's application for a special use permit to allow for the installation and construction of wireless telecommunications facilities at the property located at 1250 S. Ardmore Avenue in a residentially zoned area of the Village. If the Board wishes to deny this application for a Special Use with a reduced setback, a vote in the positive on this ordinance will confirm the denial of the request.

- b. An Ordinance Approving a Variation for Rear Yard Setback at 11 E Van Buren St

The Petitioner is seeking approval of a Variation from Table 2-3 of Article 2, Section 2.3. – Lot and Building Regulations of the Zoning Ordinance. The Variation request is to allow a reduced minimum rear yard setback of 23'-8" from the required 40'. The Planning and Zoning Commission held a public hearing on August 10, 2023 where they recommended approval of the request by a vote of 8-0.

10. Resolutions

- a. A Resolution of the Village of Villa Park, Dupage County, Illinois Waiving the Bidding Requirements and Approving the Purchase of Ten (10) Complete Sets of Structural Firefighting Gear In An Amount Not To Exceed \$46,920

Staff respectfully requests the Village Board waive the bid process and authorize the purchase of ten (10) complete sets of structural firefighting gear, which includes 10 sets of Globe G-Xtreme bunker gear, 10 Cairns helmets, 10 Globe Shadow XF boots, 20 Majestic Ultra hoods, and 20 Firecraft structural fire gloves. from Air One Equipment, Inc. in the amount of \$46,920 (Federal share \$42,655/Village Share \$4,265). These purchases are possible because of FEMA's Assistance to Firefighters Grant (AFG), and although they are an unbudgeted expense, the grant plus savings in other items will allow us to stay within the budget. This Assistance to Firefighters Grant also included funds to purchase a commercial gear extractor and drying cabinet to properly maintain this gear, bringing the total grant award to \$67,122.50 (Federal share \$61,020.45 / Village share \$6,102.05). Staff recommends approval of the resolution to waive the bidding requirement to purchase fire gear in the amount of \$46,920.

- b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving An Agreement With Simon Roofing and Sheet Metal For Roof Restoration at the Villa

Park Fleet Facility and Roof Repairs at the Villa Park Police Department Facility in an Amount of \$126,550.

Staff recommends approving contracts with SR Products/Simon Roofing and Sheetmetal, through TIPS Cooperative Purchasing, for Roof Restorations at the Fleet Facility and Repairs at the Police Department Facility in an amount of \$126,550. Funds are budgeted in the Villages CY 2023 Building Fund, account numbers 67.502.02.401 and 67.502.02.402 for this project.

- c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing Halloween Trick-or-Trick Hours

The Village of Villa Park Board of Trustees has historically passed, by resolution, a time and date for children to participate in Halloween Trick-or-Treat activities. By adopting this resolution, a uniform time is established for the event therefore allowing the Police Department to increase patrol for purpose of protecting children who are participating in the Halloween festivities. If the Trustees want to follow last year's action, it is recommended that the Village Board approve the official Trick-or-Treat hours as 3:00pm to 8:00pm on Tuesday, October 31, 2023.

- d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Establishing the Regular Meeting Dates of the Village Board of Trustees, the Regular Meeting Dates of the Committee of the Whole, and the Village Holidays for the Calendar Year 2024.

The Open Meetings Act requires that every public body shall give public notice of the schedule of regular meetings at the beginning of each calendar year. The Villa Park Municipal Code establishes the regular meeting dates of the Board of Trustees for the second and fourth Monday of each month and the Committee of the Whole meeting dates for the second Monday of each month. The Board also establishes the holidays observed by the Village on an annual basis. It is recommended the Village Board approve the resolution establishing the meeting dates for the Regular Village Board, Committee of the Whole, and Coffee with the Village Board meetings calendar year and Village holiday schedule for the 2024 calendar year.

- e. A Resolution Approving Amendment Number One (1) to the Agreement with Williams Architects for Basic Architectural and Engineering Services for the Lions Park Recreation Center Project

This proposed amendment to the agreement between the Village of Villa Park and Williams Architects (Williams) is for two items totaling \$272,819 1.) \$240,437 because the formula for the compensation for the architects is based on the increase in the total construction cost and ; 2.) Additional design work in the amount of \$60,736 performed by Williams to draw an alternate design without the elevated track, and to design a manual transfer switch and tap-box connection for a portable generator. Williams has agreed not to charge for the electrical design work (\$10,854) and discounted the track design by \$17,500. They are only seeking \$32,382 for alternate bid design work for the Recreation Center. Staff recommends approval of the amendment in the amount of \$272,819.

11. Old Business

12. Public Comments on Non-Agenda Items

13. New Business

14. Village Commission Reports

a. Environmental Concerns Commission

- Acceptance of the Minutes from the Environment Concerns Commission for the July 27, 2023 Meetings of the Environmental Concerns Commission and the Bike, Pedestrian and Transit sub-committee.

b. Planning and Zoning Commission

- Acceptance of the Chairperson's Reports from the Planning and Zoning Commission for July 13, 2023, August 10, 2023, and September 14, 2023 Meetings.

c. Parks & Recreation Advisory Commission

- Acceptance of the Minutes from the August 8, 2023 Parks & Recreation Advisory Commission Meeting

15. Village Clerk's Report

16. Village Trustees' Report

17. Village President's Report

18. Village Manager's Report

19. Executive Session

- ### **a.**
- Pursuant to 5ILCS 120/2:(c)(1) regarding the "appointment, employment, compensation, discipline, performance or dismissal of specific employees"

20. 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 of Villa Park Proclamation



**Proclaiming October 8 – 14, 2023
“Fire Prevention Week”**

WHEREAS, the Village of Villa Park is committed to ensuring the safety and security of all those living in and visiting our Village; and

WHEREAS, home fires killed 2,840 people in the United States in 2021, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 353,500 home fires; and

WHEREAS, residents who have planned and practiced a home fire escape plan, have working smoke alarms, as well as working fire extinguishers, are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, cooking fires are the leading cause of home fires and home fire injuries. Unattended cooking is the leading cause of cooking fires and deaths.; and

WHEREAS, the 2023 Fire Prevention Week theme, “Cooking Safety Starts With YOU” effectively serves to remind us that we need to take personal steps to increase our safety from fire.

NOW, THEREFORE, I, Nick Cuzzone, Village President of Villa Park, do hereby proclaim October 8 - 14, 2023 as Fire Prevention Week throughout this Village. I urge all the people of Villa Park to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of the Villa Park Fire Department during Fire Prevention Week 2023.

READ AND PROCLAIMED THIS 25TH DAY OF SEPTEMBER 2023.

Village President

ATTEST:

Village Clerk



Village of Villa Park

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

PROCLAMATION RECOGNIZING OCTOBER 2023 AS BREAST CANCER AWARENESS MONTH

WHEREAS, Breast Cancer Awareness Month is a worldwide annual campaign in October, involving thousands of organizations, to highlight the importance of breast cancer awareness, education, and research; and

WHEREAS, every day, more than 700 women in the United States are diagnosed with breast cancer and it remains the most common cancer diagnoses for Illinois women; and

WHEREAS, increasing the public's knowledge about the importance of early detection of breast cancer diagnosis and treatment can save lives; and

WHEREAS, in October we recognize breast cancer survivors, those battling the disease, their families and friends who are a tireless source of love and encouragement, and applaud the efforts of our medical professionals and researchers working to find a cure and to honor those lives lost to this disease; and

WHEREAS, Breast Cancer Awareness Month is an opportunity to unite the community and reaffirm;

NOW THEREFORE, I, Nick Cuzzone, President of the Village of Villa Park, do hereby proclaim October 2023 as Breast Cancer Awareness Month in the Village of Villa Park.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of September 2023.

Nick Cuzzone, Villa Park



Village of Villa Park

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

PROCLAMATION RECOGNIZING SEPTEMBER 15, 2023 – OCTOBER 15, 2023 AS NATIONAL HISPANIC HERITAGE MONTH of 2023

WHEREAS, each year, the United States observes National Hispanic Heritage Month by celebrating the culture, heritage, and contributions of those whose ancestors were indigenous to North America as well as those who came from Spain, Mexico, the Caribbean, Central America, and South America; and

WHEREAS, in 1968 as Hispanic Heritage Week under President Johnson and was expanded by President Reagan in 1988 to cover a 30-day period from September 15th to October 15th; and

WHEREAS, the Hispanic population is the nation's largest racial or ethnic minority at 19.1%, and the largest ethnic minority within the Village of Villa Park with 28.5% of our residents being of Hispanic heritage; and

WHEREAS, the local Hispanic population makes a significant contribution to the economic, educational, musical, gastronomic, and cultural vibrance of the Village of Villa; and

WHEREAS, this year's theme, "Latinos: Driving Prosperity, Power, and Progress in America" invites us to celebrate Hispanic Heritage Month by recognizing the significant strides and contributions of Hispanics as educators, first responders, healthcare professionals, service industry leaders, politicians, public servants and those in the United States Armed Forces; and

NOW THEREFORE, I, Nick Cuzzone, President of the Village of Villa Park, do hereby proclaim September 15, 2023 – October 15, 2023 as National Hispanic Heritage Month of 2023. [Yo, Nick Cuzzone, Presidente de la Aldea de Villa Park, por la presente proclamo del 15 de septiembre de 2023 al 15 de octubre de 2023 como el Mes Nacional de la Herencia Hispana de 2023]

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of September 2023.

Nick Cuzzone, Villa Park

ATTEST:

Village Clerk



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on September 25, 2023

Covering weekly check runs dated for:

September 11, 2023/CY23 \$698,900.11

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0911","0911"

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

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
01.110050 UTILITY CASH CLEARING							
12476	UTILITY BILLING REFUNDS	10-03610-01R1	0	FIN CREDIT BAL; 323 N MISSION AVE	43.61	.00	
12476	UTILITY BILLING REFUNDS	10-07010-01R1	0	FIN CREDIT BAL; 426 N THIRD AVE	14.91	.00	
12476	UTILITY BILLING REFUNDS	10-07640-03R1	0	FIN CREDIT BAL; 606 N ADDISON RD	104.63	.00	
12476	UTILITY BILLING REFUNDS	10-14790-06R1	0	FIN CREDIT BAL; 506 N ELLSWORTH AVE	106.04	.00	
12476	UTILITY BILLING REFUNDS	10-17700-05R1	0	FIN CREDIT BAL; 1183 N ELLSWORTH AVE	182.23	.00	
12476	UTILITY BILLING REFUNDS	11-02390-03R1	0	FIN CREDIT BAL; 221 E DIVISION ST	131.99	.00	
12476	UTILITY BILLING REFUNDS	11-02880-07R1	0	FIN CREDIT BAL; 284 E ELM ST	56.04	.00	
12476	UTILITY BILLING REFUNDS	11-06410-02R2	0	FIN CREDIT BAL; 228 N PRINCETON AVE	46.29	.00	
12476	UTILITY BILLING REFUNDS	11-11670-01R1	0	REFUND OVERPAYMENT 536 W ELM	278.41	.00	
12476	UTILITY BILLING REFUNDS	12-10510-05R1	0	FIN CREDIT BAL; 640 S VILLA AVE	150.00	.00	
12476	UTILITY BILLING REFUNDS	13-03150-01R1	0	FIN CREDIT BAL; 810 S ARDMORE AVE	100.41	.00	
12476	UTILITY BILLING REFUNDS	13-05380-01R1	0	FIN CREDIT BAL; 50 W RAND RD	136.29	.00	
12476	UTILITY BILLING REFUNDS	13-05660-03R1	0	FIN CREDIT BAL; 41 W ROOSEVELT RD	270.04	.00	
12476	UTILITY BILLING REFUNDS	13-08960-02R1	0	FIN CREDIT BAL; 846 S GRANT AVE	100.95	.00	
12476	UTILITY BILLING REFUNDS	13-14160-00R1	0	FIN CREDIT BAL; 540 E RIORDAN RD	47.80	.00	
Total 01.110050 UTILITY CASH CLEARING:					1,769.64	.00	
Total :					1,769.64	.00	
Total CASH ALLOCATIONS FUND:					1,769.64	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.210 TELEPHONE							
12005	SAWYER, BRIAN	9123	0	PERS DEVICE PHONE REIMB	24.99	.00	
12005	SAWYER, BRIAN	9123	0	USAGE REIMB	24.99	.00	
Total 10.512.01.210 TELEPHONE:					49.98	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
3004	CFA SOFTWARE INC	15082	0	ANNUAL CFA FLEET SOFTWARE SUPPORT,MAIN	1,795.00	.00	
12005	SAWYER, BRIAN	9123	0	MILEAGE REIMB; AUGUST 2023	21.62	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					1,816.62	.00	
Total MANAGER:					1,866.60	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES							
12029	GOVTEMPSUSA LLC	4241491	0	CONTRACTED FINANCE DIRECTOR; 8/13 & 8/20/2	7,840.00	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					7,840.00	.00	
Total FINANCE:					7,840.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.223 WATER & SEWER SERVICE							
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	WWFTF UTL BL 6/30/23-8/31/23	1,955.16	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	HISTORICAL MUSEUM UTL BL 6/30/23-8/31/23	85.56	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	FIRE STATION 3 UTL BL 6/30/23-8/31/23	236.23	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	FIRE STATION #2 UTL BL 6/30/23-8/31/23	149.24	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	STREET DEPT UTL BL 6/30/23-8/31/23	42.39	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	VILLAGE HALL UTL BL 6/30/23-8/31/23	65.75	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	PARKS GARAGE N(28) UTL BL 6/30/23-8/31/23	185.88	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	PW GARAGE (42) UTL BL 6/30/23-8/31/23	17.60	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	VEHICLE MAINT UTL BL 6/30/23-8/31/23	67.32	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	VEHICLE MAINT UTL BL 6/30/23-8/31/23	64.97	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	CENTRAL PUMP STN UTL BL 6/30/23-8/31/23	50.37	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	PUBLIC WORKS UTL BL 6/30/23-8/31/23	122.04	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	POLICE DEPT UTL BL 6/30/23-8/31/23	216.89	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	CORNELL PUMP STATION UTL BL 6/30/23-8/31/23	47.66	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	106 S VILLA UTL BL 6/30/23-8/31/23	40.02	.00	
Total 10.516.00.223 WATER & SEWER SERVICE:					3,347.08	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
1544	ACITELLI HEATING & PIPING	37305	0	11 W HOME AC SERVICE CALL	272.00	.00	
40	ALLIED GARAGE DOOR INC	214008	0	20 W HOME OHD REPAIR	563.25	.00	
4641	TK ELEVATOR CORPORATION	3007448688	0	QTR MAINT,VH ELEVATOR	1,590.54	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					2,425.79	.00	
Total BUILDINGS & GROUNDS:					5,772.87	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.223 WATER & SEWER SERVICE							
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	UPRR UTL BL 6/30/23-8/31/23	85.56	.00	
Total 10.517.00.223 WATER & SEWER SERVICE:					85.56	.00	
10.517.00.299 OTHER CONTRACTUAL SERVICES							
13559	ROMANO LANDSCAPE	46911	0	MTHLY LAWN MAINT. METRA	1,350.00	.00	
4959	UNION PACIFIC RAILROAD CO	327715046	0	BEAUTIFICATION 5 YR LEASE FEE	50.00	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					1,400.00	.00	
Total COMMUTER PARKING LOT:					1,485.56	.00	

PAYMENT APPROVAL REPORT - BY GL NUMBER
Report dates: 1/1/2023-9/30/2023

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION #344	4165728717	0	UNIFORM, TOWELS	46.46	.00	
6430	CINTAS CORPORATION #344	4166487162	0	UNIFORMS, TOWELS, MATS	58.46	.00	
Total 10.518.00.215 SHOP SERVICES:					104.92	.00	
10.518.00.308 ENGINE OIL							
10539	HERITAGE CRYSTAL CLEAN LLC	18177460	0	FLEET-USED OIL PICKUP	37.50	.00	
Total 10.518.00.308 ENGINE OIL:					37.50	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
11193	DUPAGE TIRE & AUTO CENTER INC	166595	0	STOCK TIRES	659.24	.00	
1099	WENTWORTH TIRE SERVICE	40071424	0	TIRE DISPOSAL	105.00	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					764.24	.00	
Total GARAGE:					906.66	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
8061	BANASZEWSKI, BART	08222023	0	TRNG MEAL REIMBURSE-DET BANASZEWSKI	22.98	.00	
12667	BASTIAN, JOSEPH	08112023	0	SRO SCHOOL-TRNG MEALS REIMBURSE-OFC BA	87.95	.00	
12667	BASTIAN, JOSEPH	08232023	0	BREATH OPERATOR TRNG-MEAL REIMBURSE OF	17.14	.00	
9449	BREGMAN, SONIA	08082023	0	TRNG-DECEPT BEHAVIORS- MEAL REIMBURSE O	16.39	.00	
5162	CIHAK, JAMES	08232023	0	TRNG-ECHELON FRONT LEADERSHIP-MEAL REI	15.67	.00	
12909	FRAKES, CONNOR	08012023	0	TRNG-GROUND FIGHTING- MEAL REIMBURSE-O	22.96	.00	
7712	GAROFALO, GIOVANNI	08302023	0	TRNG-GROUND FIGHTING-MEAL REIMBURSE OF	12.68	.00	
7712	GAROFALO, GIOVANNI	08312023	0	TRNG-VEHICLE STOPS-MEAL REIMBURSE	24.25	.00	
10002	HAIMANN, ERIC	07272023	0	TRNG NO LIMIT PISTOL-MEALS REIMBURSE OFC	18.29	.00	
10002	HAIMANN, ERIC	08212023	0	TRNG--ONLINE DRUG DEALING-MEALS REIMBUR	42.19	.00	
10002	HAIMANN, ERIC	08312023	0	TRNG-RED DOT PISTOL-MEAL REIMBURSE OFC	11.73	.00	
13289	JARZEMBOWSKI, JOSEPH	08222023	0	GROUND FIGHTING TRNG-MEALS REIMBURSE-O	28.96	.00	
12615	MARTINEZ, CASSANDRA	08082023	0	TRNG-DECEPTV BEHAVIORS-MEAL REIMBURSE-	21.30	.00	
12615	MARTINEZ, CASSANDRA	08212023	0	2 WK TRNG-TRAFFIC CRASH LEVEL 2-MEAL REI	207.05	.00	
763	NORTH EAST MULTI-REGIONAL	333209	0	VEHICLE OPS-RESCUE TACTICS-VORTEX TRNG-	325.00	.00	
763	NORTH EAST MULTI-REGIONAL	333632	0	ONLINE DRUG DEALING & UNDERCOVER INVES	80.00	.00	
12910	PEREZ, ERNESTO	07212023	0	UNMANNED AERIAL SYSTEMS TRNG-MEALS REI	69.27	.00	
12910	PEREZ, ERNESTO	07282023	0	LEAD HOMICIDE INVSTG TRNG-MEALS REIMBUR	93.80	.00	
12910	PEREZ, ERNESTO	08112023	0	SRO SCHOOL/TRNG-MEALS REIMBURSE OFC PE	99.59	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:					1,217.20	.00	
10.520.01.210 TELEPHONE							
6298	VERIZON WIRELESS	9942420306	0	EMPL & SQUAD CELL SVC 07.20-08.19.23	798.50	.00	
Total 10.520.01.210 TELEPHONE:					798.50	.00	
10.520.01.261 INSURANCE CLAIM LOSSES							
4820	IRMA	06012023	0	JUNE 2023 DEDUCTIBLE	817.19	.00	
Total 10.520.01.261 INSURANCE CLAIM LOSSES:					817.19	.00	
10.520.01.303 DUES & PUBLICATIONS							
8829	PIECZYNSKI, LINDA S	179	0	ROLL CALL NEWS RENEWAL	144.00	.00	
Total 10.520.01.303 DUES & PUBLICATIONS:					144.00	.00	
10.520.08.336 PHOTO MATERIALS & SUPPLIES							
10002	HAIMANN, ERIC	08232023	0	REIMBURSE DET HAIMANN FOR PURCHASE OF 2	80.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.520.08.336 PHOTO MATERIALS & SUPPLIES:					80.00	.00	
10.520.08.399 OTHER SUPPLIES							
8061	BANASZEWSKI, BART	VPPC2201468	0	MEALS REIMBURSE DET BANASZEWSKI-HOMICI	173.93	.00	
12343	GIAMMARINO, DONALD	VPPC2201468	0	MEALS REIMBURSE-HOMICIDE INVSTG-DET GIA	57.96	.00	
6425	KRUPICZOWICZ, JAMES	VPPC2201468	0	MEALS REIMBURSE-VPPC2201468 HOMICIDE INV	125.38	.00	
10709	LAY, STEVEN	VPPC2201468	0	MEALS REIMBURSE DET LAY-HOMICIDE INVESTI	111.74	.00	
12351	POLLACK, KEVIN	VPPC2201468	0	MEALS REIMBURSE DET POLLACK-HOMICIDE IN	155.09	.00	
Total 10.520.08.399 OTHER SUPPLIES:					624.10	.00	
10.520.09.291 ANIMAL HOSPITAL EXPENSE							
5650	DUPAGE COUNTY ANIMAL SERVICES	21199	0	STRAY ANIMAL SVCS-JULY	150.00	.00	
Total 10.520.09.291 ANIMAL HOSPITAL EXPENSE:					150.00	.00	
10.520.09.301 UNIFORMS							
13520	FOREST AWARDS & ENGRAVING	13447	0	20 YRS SVC AWARD FOR SGT LOUIS EASTON	64.29	.00	
Total 10.520.09.301 UNIFORMS:					64.29	.00	
Total POLICE:					3,895.28	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.261 INSURANCE CLAIM LOSSES							
4820	IRMA	06012023	0	JUNE 2023 DEDUCTIBLE	6,726.07	.00	
Total 10.523.02.261 INSURANCE CLAIM LOSSES:					6,726.07	.00	
Total AMBULANCE/PARAMEDIC:					6,726.07	.00	
Total CORPORATE FUND:					28,493.04	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
26.502.01.299 OTHER CONTRACTUAL SERVICES							
13559	ROMANO LANDSCAPE	46911	0	MTHLY LAWN MAINT. ARDMORE	775.00	.00	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:					775.00	.00	
Total GENERAL:					775.00	.00	
Total TIF 6 FUND-NO ARDMORE/VERMONT:					775.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
34.502.02.299 OTHER CONTRACTUAL SERVICES							
12827	PLAY ILLINOIS LLC	1703	36000	NATURE PLAYGROUND, ROCKER, LUFKIN PARK	68,764.00	.00	
Total 34.502.02.299 OTHER CONTRACTUAL SERVICES:					68,764.00	.00	
Total GENERAL:					68,764.00	.00	
Total NEDSRA FUND:					68,764.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.261 INSURANCE CLAIM LOSSES							
4820	IRMA	06012023	0	JUNE 2023 DEDUCTIBLE	959.42	.00	
Total 35.502.01.261 INSURANCE CLAIM LOSSES:					959.42	.00	
35.502.16.223 WATER & SEWER SERVICE							
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	ROTARY PARK RSTRM 6/30/23-8/31/23	79.85	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	ICC 1ST UTL BL 6/30/23-8/31/23	295.32	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	ICC 2ND UTL BL 6/30/23-8/31/23	167.09	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	HIGHRIDGE BASEBALL FIELD UTL BL 6/30/23-8/31	2,078.08	.00	
Total 35.502.16.223 WATER & SEWER SERVICE:					2,620.34	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES							
6760	ALL STAR SPORTS INSTRUCTION INC	235012	0	CY23 SUMMER CONTRACTUAL ATHLETES PROG	473.00	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:					473.00	.00	
Total GENERAL:					4,052.76	.00	
Total RECREATION FUND:					4,052.76	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.223 WATER & SEWER SERVICE							
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	CORTESI PARK UTL BL 6/30/23-8/31/23	464.13	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	TRAIN DEPOT UTL BL 6/30/23-8/31/23	110.06	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	VILLA TOT LOT UTL BL 6/30/23-8/31/23	11.57	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	TOT LOT UTL BL 6/30/23-8/31/23	9.67	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	NORTH TERRACE PARK UTL BL 6/30/23-8/31/23	39.96	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	PARKS GARAGE (42) UTL BL 6/30/23-8/31/23	58.20	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	FRANKLIN PARK FOUNTAIN UTL BL 6/30/23-8/31/2	1.76	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	TWIN LAKES UTL BL 6/30/23-8/31/23	27.66	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	ARDMR/CNTRL FNTN UTL BL 6/30/23-8/31/23	2.28	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	ARDMR/GW FNTN UTL BL 6/30/23-8/31/23	.59	.00	
Total 36.502.01.223 WATER & SEWER SERVICE:					725.88	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
13430	3D DESIGN STUDIO	7	36000	BIDDING ADMINISTRATION	3,300.00	.00	
13559	ROMANO LANDSCAPE	46911	0	MTHLY LAWN MAINT. NORTH AVE & FD 81, 82	2,290.00	.00	
12815	SOLITUDE LAKE MANAGEMENT LLC	PSI001375	0	AUGUST 2023 N. TERRACE LAKE & POND MGT S	289.00	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					5,879.00	.00	
36.502.02.325 GENERAL EQUIPMENT PARTS							
642	RUSO'S POWER EQUIPMENT INC	SPI20257029	0	MOWER BLADES	104.81	.00	
642	RUSO'S POWER EQUIPMENT INC	SPI20313755	0	MOWER AND TRIMMER PARTS	994.91	.00	
642	RUSO'S POWER EQUIPMENT INC	SPI20313756	0	INNERTUBES	14.98	.00	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					1,114.70	.00	
36.502.02.401 CAPITAL OUTLAY							
12827	PLAY ILLINOIS LLC	1704	36000	LUFKIN PARK RENOVATION PROJECT - "NINJA" FI	43,948.82	.00	
Total 36.502.02.401 CAPITAL OUTLAY:					43,948.82	.00	
Total GENERAL:					51,668.40	.00	
Total PARKS FUND:					51,668.40	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.223 WATER & SEWER SERVICE							
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	JEFFERSON POOL UTL BL 6/30/23-8/31/23	2,951.49	.00	
12229	VILLAGE OF VILLA PARK UTILITY BILL	JULY-AUGUST	0	JEFFERSON #2 UTL BL 6/30/23-8/31/23	2,204.30	.00	
Total 41.502.01.223 WATER & SEWER SERVICE:					5,155.79	.00	
41.502.03.302 CHEMICALS							
5862	AQUA PURE ENTERPRISES INC	146120-IN	0	POOL CHEMICALS	4,145.63	.00	
Total 41.502.03.302 CHEMICALS:					4,145.63	.00	
Total GENERAL:					9,301.42	.00	
Total SWIMMING POOL FUND:					9,301.42	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.02.401 CAPITAL OUTLAY							
311	DUNTEMAN COMPANY, RW	MICHIGAN & VERM	0	MICHIGAN & VERMONT PROJECT CONSTRUCTIO	534,075.85	.00	
Total 82.502.02.401 CAPITAL OUTLAY:					534,075.85	.00	
Total GENERAL:					534,075.85	.00	
Total WATER SUPPLY FUND:					534,075.85	.00	
Grand Totals:					698,900.11	.00	

	Amount Paid
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	1,769.64
CORPORATE FUND	
Total CORPORATE FUND:	28,493.04
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	775.00
NEDSRA FUND	
Total NEDSRA FUND:	68,764.00
RECREATION FUND	
Total RECREATION FUND:	4,052.76
PARKS FUND	
Total PARKS FUND:	51,668.40
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	9,301.42
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	534,075.85
Grand Totals:	698,900.11

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

DATE 7 Sept 2023

APPROVED BY


Chuck Howard Settles

Amount Paid

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0911","0911"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on September 25, 2023

Covering weekly check runs dated for:

September 18, 2023/CY23 \$442,563.88

1 of 1

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0918","0911 INT","0913 INT"
Invoice.Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.231145 P&Z DEPOSIT: MISCELLANEOUS							
13618	DOERING REPORTING INC	2495	0	MINUTES PZ 23-07	310.50	.00	
5654	PADDOCK PUBLICATIONS	261241	0	PUBLIC NOTICE PZ-23-09	220.80	.00	
Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS:					531.30	.00	
10.40002 PERS PROP REPLACEMENT TAXES							
10834	VILLA PARK PUBLIC LIBRARY	AUG 2023 PPRT	0	TO REIMBURSE PPRT - AUGUST 2023	6,080.63	.00	
Total 10.40002 PERS PROP REPLACEMENT TAXES:					6,080.63	.00	
10.42070 ADMINISTRATIVE TOWING FEES							
12937	ILLINOIS STATE POLICE	09062023	0	COURT AWARDED PAYMENT- FORFEITED TO IL S	700.00	.00	
Total 10.42070 ADMINISTRATIVE TOWING FEES:					700.00	.00	
10.42071 ADMINISTRATIVE ADJUDICATION							
13828	AIELLO, CHRIS	08312023	0	REIMB; OVERPAYMENT TICKET PS15417/PS15415	5.00	.00	
Total 10.42071 ADMINISTRATIVE ADJUDICATION:					5.00	.00	
Total :					7,316.93	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES							
12541	ROBBINS SCHWARTZ	957826	0	LEGAL SERVICES (GENERAL MATTER)	300.00	.00	
Total 10.511.00.211 LEGAL SERVICES:					300.00	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
13618	DOERING REPORTING INC	2496	0	HEARING COURT AUGUST 2023	1,050.00	.00	
12541	ROBBINS SCHWARTZ	957825	0	LEGAL SERVICES - PROSECUTIONS - AUGUST 20	2,931.25	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					3,981.25	.00	
10.511.00.650 ENVIRONMENTAL CONCERNS COMM							
8205	POSITIVE IMPRESSIONS	PII-8734	0	BANNER-ECC	118.92	.00	
Total 10.511.00.650 ENVIRONMENTAL CONCERNS COMM:					118.92	.00	
10.511.00.655 PLANNING & ZONING COMMISSION							
13618	DOERING REPORTING INC	2495	0	MINUTES PZ 23-10	738.50	.00	
13618	DOERING REPORTING INC	2495	0	MINUTES GENERAL & DISCUSSION	399.00	.00	
Total 10.511.00.655 PLANNING & ZONING COMMISSION:					1,137.50	.00	
Total PUBLIC AFFAIRS:					5,537.67	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.299 OTHER CONTRACTUAL SERVICES							
12965	SUNCOM.TV	3879	0	BOARD MEETING PRODUCTION	1,525.00	.00	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					1,525.00	.00	
10.512.00.303 DUES & PUBLICATIONS							
518	ILLINOIS CITY-COUNTY	2023-2024 DUES	0	MEMBERSHIP DUES; M HARLINE	187.72	.00	
1066	VILLA PARK CHAMBER OF COMMERCE	371	0	B3 CHAMBER EVENT COST (3 TIX)	105.00	.00	
Total 10.512.00.303 DUES & PUBLICATIONS:					292.72	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
13830	ABTECH TECHNOLOGIES INC	2309002-IN	0	BACKUP SERVER EXPANSION	7,337.28	.00	
12755	KNO2 LLC	INV12306	0	MONTHLY LINE AND DOMESTIC PAGES	41.74	.00	
12755	KNO2 LLC	INV12672	0	EMS ANNUAL INSTANCE FEE	720.00	.00	
13809	NETWORK CONSULTING GROUP LLC	VP002	0	CONSULTING-IT SUPPORT	360.00	.00	
11629	PROCOM ENTERPRISES LTD	790870	0	ALARM.COM DOOR ACCESS CONTROL	36.00	.00	
6225	TKB ASSOCIATES INC	15103	0	SUPPORT	262.50	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					8,757.52	.00	
Total MANAGER:					10,575.24	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.210 TELEPHONE							
11407	BAIG, RANA	09112023	0	PERS DEVICE PHONE REIM; MAY 2023	24.99	.00	
11407	BAIG, RANA	09112023	0	PERS USAGE PHONE REIM; MAY 2023	24.99	.00	
11407	BAIG, RANA	09112023	0	PERS USAGE PHONE REIM; AUGUST 2023	24.99	.00	
11407	BAIG, RANA	09112023	0	PERS DEVICE PHONE REIM; AUGUST 2023	24.99	.00	
Total 10.513.00.210 TELEPHONE:					99.96	.00	
Total FINANCE:					99.96	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.270 MAINT OF OFFICE EQUIPMENT							
11015	KONICA MINOLTA PREMIER FINANCE	509592762	0	SEPTEMBER FINANCE CHARGE COPIER	80.00	.00	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:					80.00	.00	
10.514.00.289 INSPECTORS FEES							
13523	CHADA, MICHAEL	August 2023	0	AUGUST PLUMBING INSPECTIONS	300.00	.00	
4659	ELEVATOR INSPECTION SVC CO INC	113675 REISSUE	0	2023 ELEVATOR INSPECTIONS	1,344.00	.00	
Total 10.514.00.289 INSPECTORS FEES:					1,644.00	.00	
10.514.00.292 ENGINEERING SERVICES							
13816	HOUSEAL LAVIGNE ASSOCIATES	6529	0	COMP PLAN CONSULTING SERVICES	1,267.50	.00	
Total 10.514.00.292 ENGINEERING SERVICES:					1,267.50	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES							
192	DUPAGE COUNTY RECORDER	40519978	0	RELEASES 933 W NORTH	285.00	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					285.00	.00	
Total COMMUNITY DEVELOPMENT:					3,276.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.317 OFFICE SUPPLIES							
9886	PRINTSMART PRINTING &	37425	0	#9 WINDOW ENVELOPES, #10 WINDOW ENVELO	571.25	.00	
7523	RUNCO OFFICE SUPPLY	916553-0	0	RUBBERBANDS	5.99	.00	
Total 10.515.00.317 OFFICE SUPPLIES:					577.24	.00	
Total CENTRAL SERVICES:					577.24	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES							
13815	MAUL ENTERPRISES INC	2023-2787	0	CRACKFILLING, SEALCOATING & STRIPING OF P	5,564.00	.00	
13815	MAUL ENTERPRISES INC	2023-2788	0	CRACKFILLING, SEALCOATING & STRIPING OF P	4,110.00	.00	
13815	MAUL ENTERPRISES INC	2023-2789	0	CRACKFILLING, SEALCOATING & STRIPING OF P	2,150.00	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					11,824.00	.00	
10.516.00.315 BUILDING MAINT SUPPLIES							
5422	GRAINGER	9821432722	0	STATION 82 BATHROOM EXHAUST MOTOR	111.50	.00	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:					111.50	.00	
Total BUILDINGS & GROUNDS:					11,935.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION #344	4167250277	0	UNIFORMS, TOWELS	47.17	.00	
Total 10.518.00.215 SHOP SERVICES:					47.17	.00	
10.518.00.309 GAS & DIESEL FUEL							
6834	AL WARREN OIL COMPANY INC	W1590239	0	FLT UNLEADED FUEL 5500 GALS.	17,058.25	.00	
6834	AL WARREN OIL COMPANY INC	W1590240	0	FLT BIO DIESEL 1500 GALS	5,434.50	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:					22,492.75	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	223968	0	M-80 INNER SEAL; M-81 TRIP MOULDING	98.90	.00	
1099	WENTWORTH TIRE SERVICE	40071425	0	FIRE C81 REPLACEMENT TIRE	150.89	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					249.79	.00	
Total GARAGE:					22,789.71	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
9449	BREGMAN, SONIA	08282023	0	TRNG MEAL REIMBURSE-GROUND FIGHTING AD	18.62	.00	
10709	LAY, STEVEN	09012023	0	TRNG-GROUND FIGHTING TACTICS-MEAL REIMB	18.59	.00	
763	NORTH EAST MULTI-REGIONAL	333663	0	PRINCIPLES OF LEADERSHIP TRNG-ADMINISTRA	200.00	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:					237.21	.00	
10.520.01.210 TELEPHONE							
6298	VERIZON WIRELESS	9943374872	0	POLE CAMS, EMPL&SQUAD CELL SVC 8.2 TO 9.1	888.00	.00	
Total 10.520.01.210 TELEPHONE:					888.00	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
11922	VETERAN'S TOWING & RECOVERY INC	24211	0	TOWING CHARGE FOR VPPC2300701	195.00	.00	
11922	VETERAN'S TOWING & RECOVERY INC	24540	0	TOW CHARGES FOR VEHICLE SEIZED BY SOS P	195.00	.00	
13824	ZIPS CAR WASH LLC	PS-INV103800	0	18 CAR WASHES - AUGUST	54.00	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					444.00	.00	
10.520.09.301 UNIFORMS							
13829	SIMONS, NICHOLAS	09122023	0	NEW HIRE- FULL TIME OFFICER-1ST YEAR UNIF	1,500.00	.00	
Total 10.520.09.301 UNIFORMS:					1,500.00	.00	
Total POLICE:					3,069.21	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.301 UNIFORMS							
7793	FIREGROUND SUPPLY INC	23589	0	STAFF UNIFORM APPAREL	137.00	.00	
Total 10.521.01.301 UNIFORMS:					137.00	.00	
10.521.01.314 JANITORIAL SUPPLIES							
6334	STATE INDUSTRIAL PRODUCTS	903029787	0	DRAIN MAINT. PROG.	159.62	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:					159.62	.00	
10.521.22.301 UNIFORMS							
13761	TURNOUTRENTAL LLC	27991	0	REPAIR, CLEANING OF CONTAMINATED GEAR	1,447.72	.00	
Total 10.521.22.301 UNIFORMS:					1,447.72	.00	
Total FIRE:					1,744.34	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13205	KUUSAKOSKI US LLC	A-11439	0	ELECTRONIC RECYCLING	1,432.83	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					1,432.83	.00	
Total GARBAGE:					1,432.83	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.210 TELEPHONE							
6498	SALERNO, RICHARD	AUGUST 2023	0	PERS DEVICE PHONE REIMB; AUGUST 2023	24.99	.00	
6498	SALERNO, RICHARD	AUGUST 2023	0	USAGE REIMBURSEMENT; AUGUST 2023	24.99	.00	
Total 10.525.01.210 TELEPHONE:					49.98	.00	
10.525.01.261 INSURANCE CLAIM LOSSES							
12327	STERNBERG LIGHTING	67823	0	2 STREETLIGHTS	8,904.00	.00	
Total 10.525.01.261 INSURANCE CLAIM LOSSES:					8,904.00	.00	
10.525.01.299 OTHER CONTRACTUAL SERVICES							
13824	ZIPS CAR WASH LLC	PS-INV103801	0	2 CAR WASHES AUGUST 2023	6.00	.00	
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:					6.00	.00	
10.525.01.301 UNIFORMS							
8411	PETRANCOSTA, JOSEPH	REISSUE MAY 202	0	CY23 UNIFORM ALLOWANCE	450.00	450.00	09/13/2023
Total 10.525.01.301 UNIFORMS:					450.00	450.00	
10.525.01.303 DUES & PUBLICATIONS							
6842	DEEKE, JEFF	CDL 2023	0	CDL REIMBURSEMENT	66.46	.00	
Total 10.525.01.303 DUES & PUBLICATIONS:					66.46	.00	
10.525.26.399 OTHER SUPPLIES							
592	GREAT LAKES CONCRETE LLC	250608	0	5 GAL HYDRAULIC CEMENT	67.50	.00	
Total 10.525.26.399 OTHER SUPPLIES:					67.50	.00	
10.525.27.399 OTHER SUPPLIES							
331	DUPAGE TOPSOIL INC	055939	0	5 WHLR PULV-CPU	625.00	.00	
331	DUPAGE TOPSOIL INC	055984	0	4 WHLR PULV - CPU	500.00	.00	
Total 10.525.27.399 OTHER SUPPLIES:					1,125.00	.00	
10.525.28.285 DISPOSAL EXPENSE							
13817	MIDWEST COMPOST LLC	2047232	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	439.00	.00	
13817	MIDWEST COMPOST LLC	2047236	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00	.00	
13817	MIDWEST COMPOST LLC	2047237	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
13817	MIDWEST COMPOST LLC	2047244	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00	.00	
Total 10.525.28.285 DISPOSAL EXPENSE:					1,495.00	.00	
Total STREET:					12,163.94	450.00	
Total CORPORATE FUND:					80,519.07	450.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
34.502.02.401 CAPITAL OUTLAY							
12408	LUCAS LANDSCAPE AND DESIGN	14906	0	PLAYGROUND MULCH WITH INSTALL	4,430.00	.00	
Total 34.502.02.401 CAPITAL OUTLAY:					4,430.00	.00	
Total GENERAL:					4,430.00	.00	
Total NEDSRA FUND:					4,430.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.205 POSTAGE							
677	POSTMASTER	BREWFEST 2023	35003	POSTAGE FOR BREWFEST	108.53	108.53	09/11/2023
Total 35.502.01.205 POSTAGE:					108.53	108.53	
35.502.01.303 DUES & PUBLICATIONS							
4125	KIWANIS CLUB OF VILLA PARK	24-103	0	ANNUAL CLUB DUES,GOLA	138.00	.00	
Total 35.502.01.303 DUES & PUBLICATIONS:					138.00	.00	
35.502.01.317 OFFICE SUPPLIES							
1818	GARVEY'S OFFICE PRODUCTS	PINV2465534	0	OFFICE SUPPLIES	140.70	.00	
1818	GARVEY'S OFFICE PRODUCTS	PINV2466881	0	OFFICE SUPPLIES	35.98	.00	
1818	GARVEY'S OFFICE PRODUCTS	PINV2470370	0	OFFICE SUPPLIES	77.78	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					254.46	.00	
35.502.35.281 RENTAL OF EQUIPMENT							
11835	LRS LLC	PS557855	0	CY23 AUGUST CONCERT PORTABLE TOILETS	427.84	.00	
Total 35.502.35.281 RENTAL OF EQUIPMENT:					427.84	.00	
35.502.35.311 PROGRAM SUPPLIES							
6682	MICHAEL ANTHONY'S PIZZA	139623	0	JULY BIRTHDAY BINGO LUNCH	155.00	.00	
Total 35.502.35.311 PROGRAM SUPPLIES:					155.00	.00	
35.502.36.311 PROGRAM SUPPLIES							
8098	BSN SPORTS LLC	922489145	0	SOCCER BALLS	255.00	.00	
6682	MICHAEL ANTHONY'S PIZZA	324218	0	LIBRARY LUNCH STAFF APPRECIATION SUMMER	42.00	.00	
6741	ONESTI ENTERTAINMENT CORP	10.22.23	0	10.22.23 SENIOR TRIP	900.00	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:					1,197.00	.00	
35.502.36.334 RESALE ITEMS							
5568	HOLY COW SPORTS INC	231338	0	CY23 FALL SOCCER JERSEYS	3,695.00	.00	
Total 35.502.36.334 RESALE ITEMS:					3,695.00	.00	
Total GENERAL:					5,975.83	108.53	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total RECREATION FUND:					5,975.83	108.53	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.02.318 PLAYGROUND EQUIPMENT PARTS							
12408	LUCAS LANDSCAPE AND DESIGN	14906	0	PLAYGROUND MULCH WITH INSTALL	4,430.00	.00	
Total 36.502.02.318 PLAYGROUND EQUIPMENT PARTS:					4,430.00	.00	
36.502.02.319 ATHLETIC FIELD MATERIALS							
5050	CONSERV FS	66054493	0	MARKING CHALK	492.00	.00	
Total 36.502.02.319 ATHLETIC FIELD MATERIALS:					492.00	.00	
Total GENERAL:					4,922.00	.00	
Total PARKS FUND:					4,922.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
782	O'HERRON CO INC, RAY	2293397	0	PARTITION,PRISONER SEAT KIT,WINDOW BARRI	256.22	.00	
5412	REGIONAL TRUCK EQUIPMENT	60082	0	WESTERN PRO-PLUS ULTRAMOUNT SNOW PLO	6,898.00	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					7,154.22	.00	
Total GENERAL:					7,154.22	.00	
Total EQUIPMENT REPLACEMENT FUND:					7,154.22	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
13627	W.B. OLSON INC	713-03-C	35011	LIONS REC - AUGUST '23 CONSTRUCTION SERVI	34,971.00	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					34,971.00	.00	
Total GENERAL:					34,971.00	.00	
Total BUILDING IMPROVEMENTS FUND:					34,971.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
5176	JESSEN, DENNIS	JUL 23 & AUG 23	0	PERS DEVICE PHONE REIMB; JULY 2023	24.99	.00	
5176	JESSEN, DENNIS	JUL 23 & AUG 23	0	USAGE REIMBURSEMENT; JULY 2023	24.99	.00	
5176	JESSEN, DENNIS	JUL 23 & AUG 23	0	USAGE REIMBURSEMENT; AUGUST 2023	24.99	.00	
5176	JESSEN, DENNIS	JUL 23 & AUG 23	0	PERS DEVICE PHONE REIMB; AUGUST 2023	24.99	.00	
1055	VENCHUS, THOMAS	2023 JULY & AUGU	0	PERS DEVICE PHONE REIMB; AUGUST 2023	24.99	.00	
1055	VENCHUS, THOMAS	2023 JULY & AUGU	0	USAGE REIMBURSEMENT; AUGUST 2023	24.99	.00	
1055	VENCHUS, THOMAS	2023 JULY & AUGU	0	USAGE REIMBURSEMENT; JULY 2023	24.99	.00	
1055	VENCHUS, THOMAS	2023 JULY & AUGU	0	PERS DEVICE PHONE REIMB; JULY 2023	24.99	.00	
Total 82.502.01.210 TELEPHONE:					199.92	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIES	23-VP08	0	PRODUCTION SVCS UTIL BILL RUN#8 2023	312.52	.00	
192	DUPAGE COUNTY RECORDER	40519983	0	3 W,S,G LIEN RELEASES	171.00	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					483.52	.00	
82.502.01.317 OFFICE SUPPLIES							
851	QUILL CORPORATION	34095723	0	COLORLED PENCILS	7.99	.00	
851	QUILL CORPORATION	34106848	0	CASIO 260 CALCULATOR, PENCIL SHARPENER	18.97	.00	
Total 82.502.01.317 OFFICE SUPPLIES:					26.96	.00	
82.502.01.321 PURCHASE OF WATER							
330	DUPAGE WATER COMMISSION	2023 AUGUST PUM	0	AUGUST WATER PUMPAGE BILL 2023	266,869.68	.00	
Total 82.502.01.321 PURCHASE OF WATER:					266,869.68	.00	
82.502.02.293 LABORATORY TESTING							
13535	PACE ANALYTICAL SERVICES LLC	19566195	0	LEAD & COPPER WATER SAMPLES	196.00	.00	
13535	PACE ANALYTICAL SERVICES LLC	19566196	0	LEAD & COPPER WATER SAMPLES	280.00	.00	
13535	PACE ANALYTICAL SERVICES LLC	19566197	0	LEAD & COPPER SAMPLES	250.10	.00	
13535	PACE ANALYTICAL SERVICES LLC	19566506	0	WATER SAMPLES	84.00	.00	
Total 82.502.02.293 LABORATORY TESTING:					810.10	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES							
4059	ASSOCIATED TECHNICAL SERVICES	37498	0	EMERGENCY LEAK LOCATION -109 N ADDISON R	800.00	.00	
4059	ASSOCIATED TECHNICAL SERVICES	37498	0	MOBILIZATION CHARGE	4.00	.00	
331	DUPAGE TOPSOIL INC	055765	0	4 WHLR PULV - CPU	250.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
6259	MIDLAND PLUMBING & SEWER	9190	0	REPLACE KITCHEN FAUCET & SPIGOT AT 428 N.	928.00	.00	
6259	MIDLAND PLUMBING & SEWER	9200	0	SERVICE CALL FOR 431 N. MICHIGAN	125.00	.00	
13002	PRECISE MRM LLC	200-1044129	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00	.00	
13823	VICKERY, JUDE	13775	0	REPLACE LIGHT FIXTURE ON HOME AVE. WATER	2,350.00	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:					4,987.00	.00	
82.502.02.344 CONCRETE - REDI MIX							
1110	WESTMORE SUPPLY CO	R112100	0	6 1/2 YRDS CONCRETE & 60" REBAR	1,226.00	.00	
Total 82.502.02.344 CONCRETE - REDI MIX:					1,226.00	.00	
82.502.02.354 WATER METERS							
6618	CORE & MAIN	T450046	0	3/4S IPERL 1G 3-TS 7WHL SM	19,800.00	.00	
Total 82.502.02.354 WATER METERS:					19,800.00	.00	
82.502.02.401 CAPITAL OUTLAY							
6150	DELL MARKETING LP	10695672510	0	1 COMPUTERS	1,396.35	.00	
Total 82.502.02.401 CAPITAL OUTLAY:					1,396.35	.00	
Total GENERAL:					295,799.53	.00	
Total WATER SUPPLY FUND:					295,799.53	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIES	23-VP08	0	PRODUCTION SVCS UTIL BILL RUN#8 2023	312.53	.00	
192	DUPAGE COUNTY RECORDER	40519983	0	1 SEWER LIEN RELEASE	57.00	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					369.53	.00	
83.502.02.293 LABORATORY TESTING							
367	ETP LABS INC	23-136816	0	WWFTF SAMPLES	594.00	.00	
367	ETP LABS INC	23-52873	0	WASTE WATER SAMPLES	670.00	.00	
367	ETP LABS INC	23-52887	0	WWFTF SAMPLES	420.00	.00	
Total 83.502.02.293 LABORATORY TESTING:					1,684.00	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES							
13002	PRECISE MRM LLC	200-1044129	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00	.00	
5991	TRI-R SYSTEMS INC	005836	0	REPAIR NORTH YALE LIFT STATION	505.00	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					1,035.00	.00	
83.502.02.302 CHEMICALS							
33	ALEXANDER CHEMICAL CORP	71947	0	CHLORINE CONTAINER FOR WWFTF	62.00	.00	
Total 83.502.02.302 CHEMICALS:					62.00	.00	
83.502.02.344 CONCRETE - REDI MIX							
1110	WESTMORE SUPPLY CO	R112644	0	5 YDS CEMENT 443 S HARVARD	993.75	.00	
1110	WESTMORE SUPPLY CO	R113226	0	4 YDS CEMENT 244 S PRINCETON	911.00	.00	
1110	WESTMORE SUPPLY CO	R113332	0	4 1/2 YDS CEMENT 41 W ROOSEVELT	944.25	.00	
Total 83.502.02.344 CONCRETE - REDI MIX:					2,849.00	.00	
83.502.02.401 CAPITAL OUTLAY							
6150	DELL MARKETING LP	10695672510	0	2 COMPUTERS	2,792.70	.00	
Total 83.502.02.401 CAPITAL OUTLAY:					2,792.70	.00	
Total GENERAL:					8,792.23	.00	
Total WASTEWATER FUND:					8,792.23	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Grand Totals:					442,563.88	558.53	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>80,519.07</u>
NEDSRA FUND	
Total NEDSRA FUND:	<u>4,430.00</u>
RECREATION FUND	
Total RECREATION FUND:	<u>5,975.83</u>
PARKS FUND	
Total PARKS FUND:	<u>4,922.00</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>7,154.22</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>34,971.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>295,799.53</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>8,792.23</u>
Grand Totals:	<u>442,563.88</u>

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

DATE 14 Sept 2023 APPROVED BY
.....
Julie Sitter
.....

Amount Paid

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0918","0911 INT","0913 INT"



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

Village Board of Trustees - Committee of the Whole

September 11, 2023

6:00PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky

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

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE
BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON
SEPTEMBER 11, 2023**

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.

3. Discussion Items.

3.a. CDM Smith Study on Grade Separation at Rail Crossings.

The Board of Trustees will be asked to provide input on the data collected by CDM Smith. CDM Smith has evaluated the possible railroad crossing grade separation projects, based on traffic and other objective data, and collected a substantial amount of public input as well. The presentation and discussion will help direct the completion of the study and potential next steps.

Public Works Director Guerra introduced CDM Smith Senior Project Manager Jessica Carroll who gave a PowerPoint presentation providing an overview of the study that included impacts and benefits and recommendations for implementation. She also responded to questions from the Board along with Steve Pasinki from CDM Smith who provided additional information. Director Guerra also responded to questions from the Board.

4. Public Comments.

Joe Amore, Chair of the Bike, Pedestrian and Transit Subcommittee, suggested the Traffic and Safety Commission be involved in future Stake Holder discussions. He asked about cooperation with the City of Elmhurst if the Villa Avenue rail crossing was chosen and referred to an email he sent to the Board regarding a possible increased freight train traffic.

5. Adjournment.

Motion to adjourn was made by Trustee Cordova and seconded by Trustee Kozar. Voice vote passed with all ayes. The meeting adjourned at 7:02 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

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

Village Board of Trustees

September 11, 2023

7:10 PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky
Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, 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
September 11, 2023**

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Kumar was absent.

2. Pledge of Allegiance.

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

3. Presentation.

3.a. Villa Park Police Department Officer Swearing-In of Nicholas Simons.
Police Chief Rivas introduced Officer Simons and spoke about his background and previous Police experience. Clerk Korynecky administered the oath of office.

4. Proclamations.

4.a. Proclamation by President Cuzzone recognizing Rae Rupp Srch as the West Suburban Philanthropic Network's Humanitarian of the Year.

5. Public Comments on Agenda Items.

Ray Cesca of Oak Brook referred to Item 8.a. and spoke about safety issues related to low level radiation.
Resident Tina Chan referred to Item 8.a. and spoke about tracking radiation and physical symptoms.
Resident Nancy Perlman referred to Item 8.a. and spoke about safety issues related to the cell tower collapsing or debris falling off the tower.
Tony Phillips, representing Kendall Communications, spoke in support of Item 8.a. and rebutted negative comments made about the cell tower.

6. Amendments to the Agenda.

7. Consent Agenda.

7.a. Approval of Minutes from the August 28, 2023 Committee of the Whole Meeting and Regular Board of Trustees Meeting.
7.b. Bill Listing from the Weeks of August 28 and September 5, 2023 in a Total Amount of \$1,135,174.85.
Motion to approve Consent Agenda was made by Trustee Corkery and seconded by Trustee Cordova.
Trustee Alfano asked for clarification. Manager Harline provided the information. Roll call vote tallied six (6) ayes made by Trustees Patrick, Alfano, Kozar, Corkery, Cordova and President Cuzzone. There were no nays. Motion carried.

8. Ordinances.

8.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Special Use for a Cell Tower Located at 1250 S. Ardmore Avenue.

Ordinance approval of Petition PZ-23-02 for a Special Use for a new Wireless Telecommunications Facility located at 1250 S. Ardmore Avenue as depicted on Exhibit A with stated conditions. The Planning and Zoning Commission recommended approval with conditions by a vote of 5-0.

Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Patrick. Discussion ensued on safety issues of the cell tower and concerns from residents. Police Chief Rivas provided information regarding First Net. Roll call vote tallied four (4) nays made by Trustees Cordova, Alfano, Corkery and Patrick and one (1) aye made by President Cuzzone. Trustee Kozar abstained. Motion failed.

President Cuzzone asked for a motion to direct the Village Attorney to prepare an ordinance denying the Special Use application consistent with and including the findings set forth by the Village Board on this matter. Motion to direct the Village Attorney to prepare the ordinance was made by Trustee Patrick and seconded by Trustee Cordova. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Alfano, Patrick, Corkery, Cordova and President Cuzzone. There were no nays. Trustee Kozar abstained.

8.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving Special Uses, Variations and Final Plat of Subdivision at 320 E. Wildwood Avenue (Lion's Park).

The petitioner is seeking approval of Special Uses for Community Center, Parks and Recreation and Government Facility and to request variations from Table 2-3 of Article 2, Section 2.3 – Lot and Building Regulations, Article 7, Section 7.6 – Location and Use of Parking Areas and Article 9, Section 9.1.5 – Landscape and Screening Requirements of the Zoning Ordinance. Additionally, the petitioner is requesting approval of a Final Plat of Subdivision. The Planning and Zoning Commission held a public hearing on August 10, 2023 where they recommended approval of all requests by a vote of 8-0.

Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Cordova. Discussion ensued on the hardship for the variations. Attorney Wolf provided additional clarification. Roll call vote tallied six (6) ayes made by Trustees Alfano, Cordova, Patrick, Kozar, Corkery and President Cuzzone. There were no nays. Motion carried.

9. Resolutions.

9.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with High Level Promotions of St. Edward, Nebraska, to Secure Sponsorships/Naming Rights for Various Areas Within the Village's Recreation Center.

Staff has been investigating additional revenue streams for the Recreation Center to help offset building and/or operational costs. High Level Promotions specializes in securing sponsors in a variety of sports, entertainment and recreation facilities. The proposed agreement would allow High Level Promotions to solicit interest from potential sponsors and bring back to the Village proposed naming right packages for approval. In the agreement as proposed, the Village would receive 70% of the proceeds garnered from sponsorships and High Level Promotions would receive 30% of the gross sponsorships secured. The resolution, as drafted, grants the Village Manager the authority to negotiate improvements in the agreement. Staff recommends approval of the resolution.

Motion to approve the resolution was made by Trustee Cordova and seconded by Trustee Corkery. Discussion ensued on the amenities for the naming rights. Parks and Recreation Director Gola provided information on the amenities and responded to questions from the Board.

Motion to postpone Item 9.a. indefinitely was made by Trustee Kozar and seconded by Trustee Patrick. Roll call vote tallied three (3) ayes made by Trustees Alfano, Patrick, Kozar and three (3) nays made by Trustees Cordova, Corkery and President Cuzzone. Motion failed.

Motion to postpone Item 9.a. to the October 23 meeting was made by Trustee Alfano and seconded by Trustee Patrick. Roll call vote tallied five (5) ayes made by Trustees Cordova, Kozar, Alfano, Patrick and President Cuzzone and one (1) nay by Trustee Corkery. Motion carried.

9.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Execution of an Intergovernmental Agreement Between the Village of Villa Park and DuPage School District 45 for School Resource Officer Service.

The proposed Intergovernmental Agreement (IGA) between the Village of Villa Park (the Village) and the Board of Education of the DuPage School District 45 (D45) provides for a School Resource Officer to be employed by the Village and serve the D45 schools in Villa Park, Jefferson and Jackson Middle Schools in particular. The agreement was approved by the D45 Board on Tuesday, September 5, 2023. Staff recommends approval of the resolution.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Alfano. Discussion ensued on the benefits of this cooperation with D45. Roll call vote tallied five (5) ayes made by Trustees Kozar, Cordova, Alfano, Patrick and President Cuzzone and one (1) nay by Trustee Corkery. Motion carried.

9.c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving and Authorizing the Village Manager to Enter Into a Contractual Agreement for Leadership Training.

The Village Manager's office is interested in establishing a comprehensive leadership program for the Village's management team which will improve communication skills, build synergy with the team and strengthen leadership across the organization. Staff would like to contract with Strategic Government Resources for the development and implementation of a leadership training program to carry into the 2024 budget year.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Alfano. Discussion ensued on the benefits of the program. Roll call vote tallied six (6) ayes made by Trustees Kozar, Cordova, Corkery, Patrick, Alfano and President Cuzzone. There were no nays. Motion carried.

9.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Amendment Number One (1) to the Agreement with WB Olson for Construction Manager Services for the Lions Park Recreation Center Project.

This proposed amendment to the agreement with WB Olson is for four (4) items totaling \$419,228.00. 1) \$166,008 to extend the contract from 12 months to 15 months; 2) An allotment not to exceed \$201,880 for jobsite requirements; 3) Covering the cost of the Builder's Risk Insurance in the amount of \$18,294 that was originally going to be paid by the Village; 4) \$32,416 in unanticipated costs with bidding an securing the contracts for the 29 contracts for the Recreation Center. Staff recommends approval of the PCO in the amount of \$419,228.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Corkery. Manager Harline provided additional information. Director Guerra provided clarification and responded to questions from the Board. Roll call vote tallied six (6) ayes made by Trustees Cordova, Corkery, Alfano, Patrick, Kozar and President Cuzzone. There were no nays. Motion carried.

9.e. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Amendment Number One (1) for the Agreement with Williams Architects for Basic Architectural and Engineering Services for the Lions Park Recreation Center Project.

This proposed change order (PCO) from Williams Architects (Williams) is for two (2) items totaling \$272,819. 1) \$240,437 because the formula for the compensation for the architects is based on the total construction cost; and 2) Additional design work in the amount of \$60,736 was performed by Williams to design the elevated track and manual transfer switch and tap-box connection for a portable generator. Williams has agreed not to charge for the electrical design (\$10,854) and discounted the track design by \$17,500 and is only seeking \$32,382 for alternate bid design work for the Recreation Center. Staff recommends approval of the PCO in the amount of \$272,819.

President Cuzzone asked for a motion to postpone Item 9.e. due to the need for additional information.

Motion to postpone the resolution to the September 25 meeting was made by Trustee Patrick and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Corkery, Kozar, Alfano, Patrick, Cordova and President Cuzzone. There were no nays. Motion carried.

9.f. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving and Ratifying the Issuance of a Notice of Award and Contract for General Trades for the New Lions Recreation Center (Hargrave Builders, Inc. of Chicago, Illinois - \$1,055,450).

During the meeting of August 28, 2023, the Board of Trustees approved a series of seven alternate bids for the construction of the Recreation Center at Lions Park. For six of the seven alternate bids, the reason to accept the higher of the two alternate bids was to allow for the construction of the running track. Item 10.w. however, was for additional costs associated with wall panels in the amount of \$16,000. The motion and vote were to approve the alternate. Staff recommends approving the attached resolution to approve the base bid in the amount of \$1,055,450 and thereby eliminating the wall panels.

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 Corkery, Patrick, Alfano, Kozar, Cordova and President Cuzzone. There were no nays. Motion carried.

9.g. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a First Amendment to the Employee Leasing Agreement with GovTemps USA LLC.

In September 2022, the Village entered into an Employee Leasing Agreement with GovTemps USA, LLC for the Finance Director position. The initial term of the contract was from September 12, 2022 to September 15, 2023 with the intention of the agreement being renewed on an annual basis. Staff is requesting to continue with the current contracted Finance Director Chuck Howard and to approve the amendment to the Employee Leasing Agreement. The total annual cost of the agreement is estimated to be \$212,576.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kozar. Positive comments were made regarding the Finance Director. Roll call vote tallied six (6) ayes made by Trustees Alfano, Cordova, Corkery, Patrick, Kozar and President Cuzzone. There were no nays. Motion carried.

9.h. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Agreement with Collins Engineering, Inc. of Chicago, Illinois, for the Potable Water Tank Inspection in the Amount Not to Exceed \$68,500.

This agreement with Collins Engineering is to inspect four of the five potable water reservoirs in the Village, to evaluate their current conditions and provide recommendations for repairs required. This will assist the Village in its capital planning to maintain the critical potable water storage reservoirs. Collins engineers previously inspected the water reservoirs in 2014. However, due to the age of the report and conditions of the reservoirs, the report needs to be updated to reflect the current conditions. Staff recommends approval the resolution.

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

Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Patrick. Director Guerra provided information on the location of the tanks and responded to questions from the Board on the water supply. Roll call vote tallied six (6) ayes made by Trustees Cordova, Alfano, Corkery, Kozar, Patrick and President Cuzzone. There were no nays. Motion carried.

10. Old Business.

11. Public Comments on Non-Agenda Items.

Resident Joe Amore spoke about the upcoming Rail Safety Week and brought some brochures from Metra for the public.

12. New Business.

12.a. A Proposal for Use of the Building at 24 East St. Charles Road, Villa Park, Illinois.

This is a discussion item about a proposal for a possible business at this site.

President Cuzzone said the potential buyer would like to build a wine bar that would require a liquor license and would include gaming machines. Discussion ensued on the potential buyer's request. Community Development Director McLaughlin provided additional information. Consensus of the Board was to approve the proposal if it comes before the Board.

12.b. A Proposal for Use of the Building at 219 West St. Charles Road, Villa Park, Illinois.

This is a discussion item about a proposal for a possible business at this site. A brief synopsis is included in the packet.

Brian Wong, potential owner of the building, presented his plans for a cultural center that would include ballroom dancing. He would require a liquor license. Consensus of the Board was to approve the proposal if it comes before the Board.

13. Village Commission Reports.

14. Village Clerk's Report.

Clerk Korynecky announced the upcoming S.A.L.T. meeting on Tuesday, September 19, at 11 a.m. at the Iowa Community Center. The Senior Concerns Commission will provide the lunch at 12 p.m.

15. Village Trustees' Report.

Trustee Alfano congratulated Officer Simons on his new position. She reminded residents about the Autumn Jubilee event on Saturday, September 30, by the Historical Museum from 2 to 7 p.m. She also extended her gratitude to the Fire and Police for what they do to keep residents safe.

Trustee Corkery had no report or recommendation.

Trustee Patrick said he wanted to direct Director Gola to provide information from the Parks and Recreation Advisory Commission as requested earlier. He asked that the Traffic & Safety Commission be involved in

the Stake Holders meetings regarding the underpass. He also spoke about daily devotion to duty by the first responders.

Trustee Cordova said he was pleased to see Office Simons get sworn-in and all the Police in attendance. Trustee Kozar commented on 9/11 and thanked the first responders.

16. Village President's Report.

President Cuzzone commended Fire Chief Stapleton on today's 9/11 program at Fire Station 81. He said the electronic recycling event is on Saturday, September 16, at Public Works on Home Street from 9 a.m. to 12 p.m. He also announced Brewfest on October 7 at Cortesi Park.

17. Village Manager's Report.

Manager Harline said he will be attending the International City and County Managers Association meetings in Austin, Texas from September 30 to October 4. He said Hispanic Heritage Month is September 15 to October 15. He said D45 has adopted the agreement for the baseball fields and recreational facilities. He also referred to his visit to the crash site of Flight 93 on 9/11 in Shanksville, PA.

18. Executive Session.

19. Adjournment.

Motion to adjourn was made by Trustee Patrick and seconded by Trustee Alfano. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 9:32 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on September 25, 2023.



MEMORANDUM

TO: Village Board of Trustees
FROM: Mike Guerra, Director
DATE: September 25, 2023
SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 14, Motor Vehicles and Traffic, of the Village of Villa Park Municipal Code

RECOMMENDED ACTION:

The Traffic and Safety Commission unanimously approved a recommendation to the Village Board of Trustees to restrict parking on the west side of Villa Ave from a point two hundred and eighty feet (280 ft) north of intersection with Madison St. during their June 6th meeting. The commission received concerns from a resident about the on-street parking near the 4-way stop at the intersection of Villa Avenue with Madison St. After considering the location, the commission determined parking should be restricted on the west side of Villa Ave. due to safety concerns and recommends that the Board approve this ordinance.

BACKGROUND:

During the Traffic and Safety Commission's February meeting, a resident raised concerns regarding the safety of the traveling public and parking along Villa Ave and specifically the intersection of Madison St. The Commission reviewed the location along with Public Works staff to determine that additional parking restrictions along the west side of Villa Ave. would be recommended to allow for better interaction of motor vehicles at the Madison Intersection. The recommendation was to add parking restrictions for the entire length of the left turn lane or a point of 280 ft north

DISCUSSION:

The Traffic and Safety Commission unanimously approved a recommendation to add parking restrictions for the entire length of the left turn lane or a point of 280 ft north of the northern right-of-way line extended for Madison St. This will allow vehicles to properly access the left turn lane or the through lane for the intersection.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AMENDING CHAPTER 14, MOTOR VEHICLES AND TRAFFIC, OF
THE VILLAGE OF VILLA PARK MUNICIPAL CODE**

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, Section 11-208 of the Illinois Municipal Code (625 ILCS 5/11-208) authorizes municipalities to regulate the standing or parking of vehicles with respect to streets under their jurisdiction; and

WHEREAS, the Village desires to amend motor vehicle and traffic regulations on South Villa Avenue, north of Madison Street; and

WHEREAS, the Traffic and Safety Commission unanimously voted during the June 6th Traffic and Safety Commission meeting to recommend parking restrictions along Villa Avenue, west side, from Madison Street to a point two-hundred and eighty (280) feet north of the north right-of-way line, extended, of that section of Madison Street west of Villa Avenue.

WHEREAS, the President and Board of Trustees of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to amend Chapter 14 of the Village of Villa Park Municipal Code as more particularly set forth hereinafter.

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

Section 1: That Paragraph (c) of Section 14-207, entitled “No parking zones”, of Article II, entitled “Stopping, Standing and Parking”, of Chapter 14 of the Village of Villa Park Municipal Code, as previously adopted and subsequently amended, be and is hereby further amended to add thereto the following:

Ordinance No. _____

“*Villa Avenue*, west side, from Madison Street to a point two-hundred and eighty (280) feet north of the north right-of-way line, extended, of that section of Madison Street west of Villa Avenue.”

Section 2: That the Village Manager is hereby directed to instruct the Public Works Department to install the appropriate signage as required by the provisions of this ordinance.

Section 3: That all other ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4: That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023.

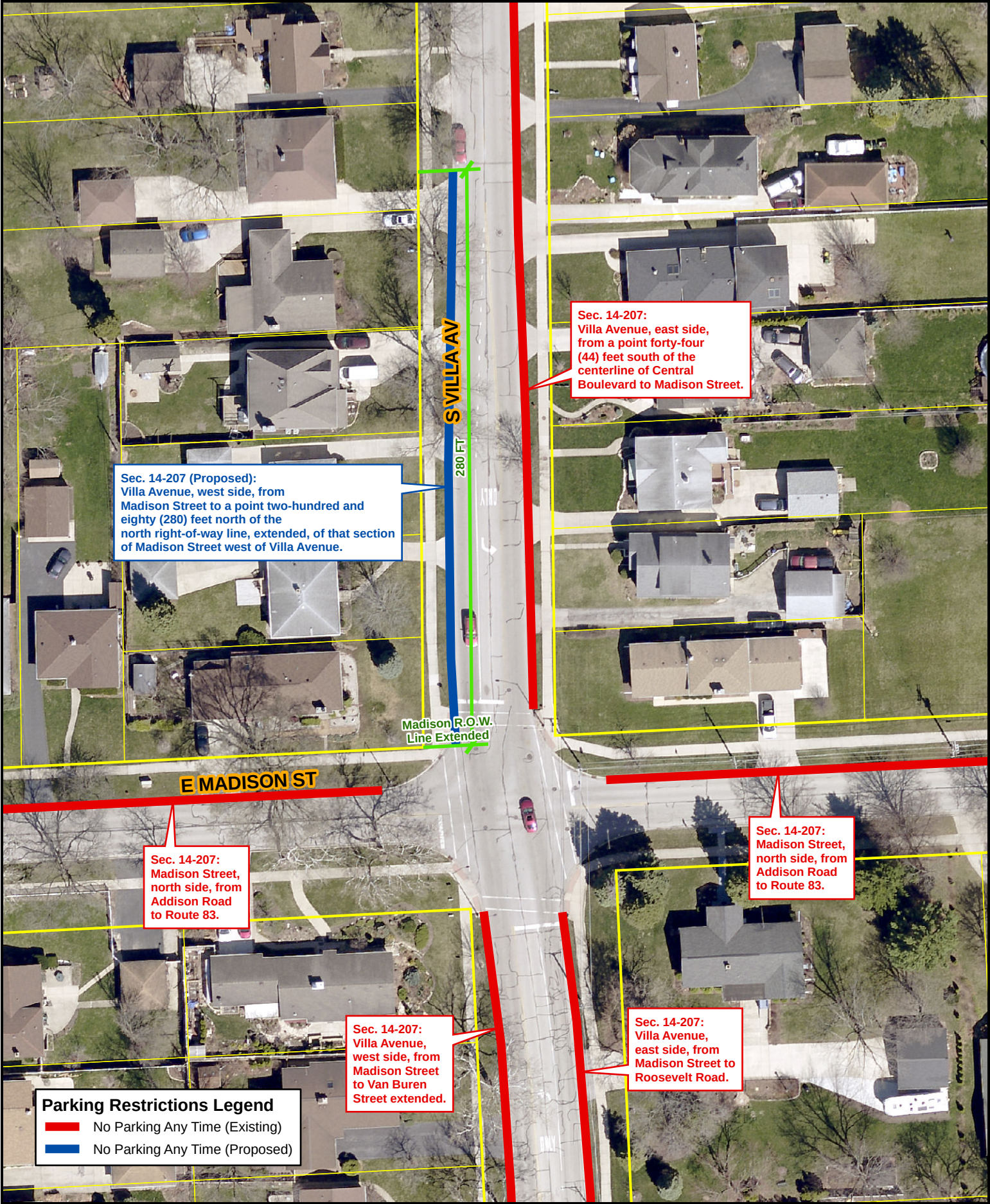
Village President
Village of Villa Park
DuPage County, Illinois

PUBLISHED in pamphlet form this _____ day of _____, 2023.

ATTEST:

Village Clerk
Village of Villa Park
DuPage County, Illinois

South Villa Avenue Parking Restrictions



VILLAGE OF VILLA PARK

Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, Illinois 60181

Traffic and Safety Commission

June 6, 2023

8:00 PM

Chairman J. Pienkos

Commissioners Jack Cuthbertson, Vicki Flaskamp, Edward McMurray,
Carl Timmerman, Karen Timmerman, Bob Wagner

MINUTES OF THE MEETING HELD IN VILLAGE HALL BY THE TRAFFIC AND SAFETY COMMISSION OF THE VILLAGE OF VILLA PARK ON JUNE 6, 2023

1. Call to Order.

Chairman Pienkos called the meeting to order at 8:00 p.m.

2. Roll Call.

Ex-Officio Mantels called the roll.

PRESENT: Cuthbertson, Flaskamp, McMurray (not voting), Pienkos, C. Timmerman,
K. Timmerman, Wagner

ABSENT: None.

Staff Present: Jesus Landa, Police Sergeant; Kevin Mantels, Assistant Village Engineer.

Board Present: None.

Others Present: None.

3. Amendments to the Agenda.

None.

4. Public Comments on Agenda Items.

None.

5. Public Comments on Non-Agenda Items.

None.

6. Presentations.

6a. Report of the Bike, Pedestrian, and Transit Subcommittee.

Commissioner Wagner gave a report of the Bike, Pedestrian, and Transit Subcommittee. Commissioner Wagner mentioned that the last meeting of the subcommittee was on Thursday, 05/25/2023. Topics included a new member of the subcommittee, a Bike/Walk to School Day, the Bicycle Friendly Community application, the Villa Avenue Improvement Project, Operation Lifesaver, Metra train station access, the Tri-Trail Connector Project, the Railroad Grade Separation Feasibility Study and stakeholder meeting, the Walk Friendly Community application, the Ride of Silence, bike safety classes held at School District 45

elementary schools, bicycle registration, and a stipend received from the Active Transportation Alliance.

7. Approval of Minutes.

7a. Consider approval of pending minutes from Traffic and Safety Commission meeting held on May 2, 2023.

The pending minutes from the Traffic and Safety Commission meeting held on May 2, 2023, were not completed and not available for consideration at this meeting.

Item pending.

8. Old Business.

8a. Item No. 893 – Parking restrictions and striping on South Villa Avenue north of Madison Street.

Ex-Officio Mantels noted that a draft ordinance and location map were included in the agenda packet. Ex-Officio Mantels explained that staff was proposing to prohibit parking on the west side of Villa Avenue from Madison Street to a point 280' north of the north right-of-way line. Ex-Officio Mantels stated that staff was seeking the commission's discussion and possible recommendation for adoption of the draft ordinance.

Commissioner C. Timmerman inquired as to the reason for the 280' measurement. Ex-Officio Mantels responded that parking was currently allowed on the west side of Villa Avenue from Madison Street to the north. This meant that parking was also technically allowed within the right turn lane queue for southbound traffic approaching Madison Street. Staff and commissioners had discussed that it would be advisable to prohibit parking within the entire length of the right turn lane queue.

Commissioner Flaskamp asked whether signage would be required.

Ex-Officio Mantels responded that new signage would be required.

Motion to make a recommendation to the Village of Villa Park Village Board for adoption of the draft ordinance was made by Commissioner Wagner and seconded by Commissioner Flaskamp. Voice vote passed with all ayes.

Motion carried.

Recommendation to the Village of Villa Park Village Board for adoption of the draft ordinance approved.

Item pending.

8b. Item No. 894 – Striping and signage for the crosswalk on Jackson Street at Leslie Lane.

Ex-Officio Mantels stated that staff was still working on this and apologized for the delay.

Chairman Pienkos asked if the work would be completed as a part of a contract.

Ex-Officio Mantels responded that the signage would be completed in-house and that the striping would most likely also be completed in-house.

Item pending.

8c. Item No. 895 – Addison Road and Vermont Street intersection.

Ex-Officio Mantels stated that staff was still working to implement the changes discussed previously. Ex-Officio Mantels advised that staff was also proposing to modify the previously discussed changes, and instead of adding conventional double stop signs on the opposing sides of the Addison Road approaches to the intersection, staff was now proposing to install flashing double stop signs in those locations. Ex-Officio Mantels also reported that the new flashing stop signs had been ordered and delivered, and were awaiting installation.

Chairman Pienkos stated that the item would remain on the agenda.

Item pending.

8d. Item No. 896 – Local truck route expiration.

Ex-Officio Mantels noted that the Village Board had adopted an ordinance enacting the local truck routes without a sunset clause.

Chairman Pienkos asked if the truck route signage had been posted and Ex-Officio Mantels confirmed that it had.

Chairman Pienkos asked if there was a motion to close the item.

Motion to close Item No. 896 was made by Commissioner K. Timmerman and seconded by Commissioner C. Timmerman. Voice vote passed with all ayes.

Motion carried.

Item closed.

8e. Item No. 897 – On-street accessible parking.

Chairman Pienkos stated that this item pertained to the request received from a resident on East Vermont Street for a marked on-street handicapped parking space on Vermont Street. Ex-Officio Mantels mentioned that there had been some concerns expressed at previous meetings regarding the request made by the resident. He stated that he had reached out to the resident for additional information, and that the email response from the resident was included in the agenda packet.

Chairman Pienkos asked if anyone from Public Works or Engineering visited the site and observed the conditions. Ex-Officio Mantels responded that staff had visited the site, but did not understand how the requested on-street parking space would be more convenient than the existing private parking area.

Commissioners discussed the resident's request at length. Specific items of discussion included: a review of the existing conditions that the resident cited as justification for the request; questions about whether or not a marked handicapped parking space would be subject to other parking restrictions, including no parking overnight and no parking 7am to 9am, Monday through Friday; questions about whether or not additional accessibility improvements would need to be constructed to make the handicapped parking space ADA-compliant; the possibility that the handicapped parking space would conflict with bicycle traffic; questions as to whether or not the property owner or landlord would have any responsibility to provide the resident with accessible parking or accessible access, and whether or not the resident had made such a request of the landlord; whether or not marked handicapped parking spaces should require payment of fees or construction costs by applicants; and questions about whether or not marked handicapped parking spaces should require periodic renewal.

Commissioners discussed that they would like to leave the item on the agenda for additional consideration and investigation. Commissioners also discussed that the matter pertained not only to the one request and one location currently under review, but that it deserved additional consideration for a villagewide policy or program to address the issue.

Commissioners agreed that additional communication with the resident was needed, and requested that staff contact the resident to arrange a site meeting to discuss further. Ex-Officio Mantels responded that staff would proceed accordingly.

Item pending.

9. New Business.

None.

New item(s).

None.

10. Commissioner Comments.

Commissioner McMurray had no report or recommendations.

Commissioner C. Timmerman had no report or recommendations.

Commissioner Cuthbertson had no report or recommendations.

Commissioner Flaskamp mentioned that Portillo's would be celebrating their 60th Anniversary at the Portillo's location on North Avenue on Wednesday, 06/07/2023.

Commissioner Wagner mentioned that he and Chairman Pienkos had attended the stakeholder meeting for the Railroad Grade Separation Feasibility Study, and he thanked staff for inviting them. He noted that the public survey held for the study had received more than 130 responses.

Commissioner Wagner mentioned that the Bike, Pedestrian, and Transit Subcommittee would be participating in the Fourth of July Parade.

Commissioner Wagner asked if trafficandsafety@invillapark.com was the best email address for members of the public to contact the commission and Ex-Officio Mantels confirmed that it was.

Commissioner K. Timmerman had no report or recommendations.

11. Chairman Comments.

Chairman Pienkos reminded commissioners that the July commission meeting had been rescheduled to 07/11/2023.

Chairman Pienkos wished everyone a fun and safe Fourth of July.

12. Village Board Liaison Comments.

None.

13. Village Staff Comments.

Ex-Officio Mantels informed the commissioners that the Union Pacific Railroad had notified the village that its Villa Avenue crossing would be closed beginning the morning of Wednesday, 07/05/2023, for roughly a week and a half through Friday, 07/14/2023.

14. Adjournment.

Motion to adjourn was made by Commissioner Flaskamp and seconded by Commissioner Wagner. Voice vote passed with all ayes.

Motion carried.

Meeting adjourned at 8:43 p.m.

Respectfully submitted,

Kevin L. Mantels
Assistant Village Engineer

Next Meeting is scheduled for July 11, 2023.



MEMORANDUM

TO: Village Board of Trustees

FROM: Julie Settles

DATE: September 25, 2023

SUBJECT: An Ordinance Amending Section 3-313(A) of the Municipal Code of the Village of Villa Park In Order to Decrease By One the Maximum Number of Licenses Permitted Under the Class I Liquor License Classification and Increase By One the Maximum Number of Liquor Licenses Under the Class I Liquor License Classification

RECOMMENDED ACTION:

With the purchase and acquisition of the establishment El Patron 64 Bar & Grill, it is recommended the Board approve a Class I Liquor License to new owners Dulce Tlahuel Munoz.

BACKGROUND:

Dulce Tlahuel Munoz has applied for a Class I liquor license to sell alcoholic liquor to patrons seated at tables or at the bar for consumption on the premises for the establishment know as El Patron 64 Bar & Grill located at 623 W North Avenue. With the applicants purchase and acquisition of the establishment, the owners of the establishment previously at this location, El Patron 64 Bar & Grill have surrendered their Class I liquor license. Dulce Tlahuel Munoz has successfully completed the background check by the Police Department.

DISCUSSION:

With the surrendering of the Class I license of El Patron 64 Bar & Grill and the issuance of the license to El Patron 64 Bar & Grill, the total number of Class I liquor licenses is ten (10). The Villa Park Liquor Commission has approved the issuance of this license.

Ordinance No: _____

Ordinance No. _____

An Ordinance Amending Section 3-313(A) Of The Municipal Code Of The Village Of Villa Park In Order To Decrease By One The Maximum Number Of Licenses Permitted Under the Class I Liquor License Classification and Increase by One the Maximum Number of Liquor Licenses Under the Class I Liquor License Classification

WHEREAS, the Village of Villa Park (the “*Village*”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, pursuant to Section 5/4-1 of the Liquor Control Act of 1934, as amended, (235 ILCS 5/4-1 et seq.) the corporate authorities of the Village have the power to determine the number, kind and classification of liquor licenses; and

WHEREAS, Dulce Tlahuel Munoz (“Applicant”) is the owner of the establishment located at 623 W North Avenue, Villa Park, which currently operates as El Patron 64 Bar & Grill under a Class I liquor license; and

WHEREAS, the Class I liquor license maintained by El Patron 64 Bar & Grill will be surrendered upon the class change and will automatically and immediately reduce the maximum number of Class I liquor licenses by one (1); and

WHEREAS, Applicant seeks to operate the establishment called El Patron 64 Bar & Grill, and has requested a Class I liquor license, in order to sell alcoholic liquor to patrons seated at tables or at the bar for consumption on the premises; and

WHEREAS, the Village President, as the Local Liquor Control Commissioner, has approved the Applicant’s application for a Class I liquor license in order to operate the establishment of El Patron 64 Bar & Grill at 623 W North Avenue, Villa Park; and

WHEREAS, the corporate authorities of the Village of Villa Park deem it to be in the best interests of the Village and its residents to decrease the maximum number of Class I liquor licenses by one (1) and to increase the maximum number of Class I liquor licenses by one (1) in order to accommodate the operation of Applicant’s establishment and license application.

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

Section 1: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Ordinance No: _____

Section 2: That Section 3-313(a) of the Municipal Code of the Village of Villa Park, as amended, be and is hereby amended, with respect to the Class I license, to read as follows:

Class	Maximum Number
I	10

Section 3: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023



MEMORANDUM

TO: Village Board of Trustees

FROM: Marc McLaughlin, Director

DATE: September 25, 2023

SUBJECT: An Ordinance Denying an Application for a Special Use Regarding a Proposed New Wireless Telecommunications Tower and Antenna in the RS-7.5 Residential Single-Dwelling District for the Property Located at 1250 S. Ardmore Avenue, in the Village of Villa Park, Illinois

RECOMMENDED ACTION:

On September 11, 2023, the Village Board of Trustees voted to oppose adopting an ordinance approving the Petitioner's application for a special use permit to allow for the installation and construction of wireless telecommunications facilities at the property located at 1250 S. Ardmore Avenue in a residentially zoned area of the Village. If the Board wishes to deny this application for a Special Use with a reduced setback, a vote in the positive on this ordinance will confirm the denial of the request.

BACKGROUND:

A vote in the positive will confirm the denial of the Special Use request.

DISCUSSION:

On September 11, 2023, the Village Board voted to oppose adopting an ordinance approving the Petitioner's application for a special use permit to allow for the installation and construction of wireless telecommunications facilities at the property located at 1250 S. Ardmore Avenue in a residentially zoned area of the Village. After voting down the proposed ordinance authorizing the special use by a 1-4-1 vote, the Board thereafter directed the Village attorney to draft an ordinance specifically denying the application for a special use for the reasons presented by the Board of Trustees at the September 11, 2023 meeting.

ORDINANCE NO. _____

**ORDINANCE DENYING AN APPLICATION FOR A SPECIAL USE
REGARDING A PROPOSED NEW WIRELESS TELECOMMUNICATIONS TOWER
AND ANTENNA IN THE RS-7.5 RESIDENTIAL SINGLE-DWELLING DISTRICT
FOR THE PROPERTY LOCATED AT 1250 S. ARDMORE AVENUE,
IN THE VILLAGE OF VILLA PARK, ILLINOIS**

WHEREAS, the Village of Villa Park (the “Village”) is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Tony Phillips of Kendall Communications (the “Petitioner”) applied for a special use permit to allow for the installation and construction of a new wireless telecommunication tower and antenna of 125 feet in height and related equipment (“wireless telecommunications facilities”) to be located on that portion of certain property zoned as RS-7.5 Residential Single-Dwelling District and owned by DuPage High School District 88, located at 1250 S. Ardmore Avenue, Villa Park, Illinois, as set forth and as legally described on the plans prepared by TowerCo, referencing TowerCo Site ID: IL0378, AT&T Site Number: IL2777 – 11678323, revised through 6/14/23 (the “Site Plans”), attached hereto as Exhibit A and made a part hereof (the “Subject Property”); and

WHEREAS, pursuant to public notice, the Planning and Zoning Commission of the Village of Villa Park (the “PZC”) conducted a public hearing on June 8, 2023, regarding Petitioner’s application; and

WHEREAS, after hearing all testimony and public comment and consideration of all evidence presented at the hearing regarding said application, the PZC recommended approval of the Petitioner’s application for a special use permit to allow for the installation and construction of wireless telecommunications facilities at the Subject Property; and

WHEREAS, the Village President and Board of Trustees of the Village received the PZC’s recommendation dated July 24, 2023, and despite the recommendation, on September 11, 2023, failed to approve the Petitioner’s application for a special use permit to allow for the installation and construction of wireless telecommunications facilities at the Subject Property, and directed the Village attorney to draft an ordinance specifically denying the application for a special use for the reasons presented by the Board of Trustees at the September 11, 2023 meeting.

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

Section 1: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: The Mayor and Board of Trustees find that the granting of a special use for a new wireless telecommunication tower and antenna of 125 feet in height, and related equipment, is not in the public good nor in the best interests of the Village of Villa Park and its residents, and it is not consistent with nor does it foster the purposes and spirit of the Villa Park Zoning Ordinance.

Section 3: The Mayor and Board of Trustees further find that the Petitioner's special use application fails to comply with the provisions of Article 10 and the standards set forth in Article 11 as set forth in the Village's Zoning Ordinance, and more specifically find as follows:

- A. That the Petitioner's special use application to build a tower 125 feet in height fails to satisfy the standards and required height and setback requirements dictated in paragraph A of section 10.6.1 of the Village's Zoning Ordinance that requires the tower be set back from adjoining residentially zoned property a distance equivalent to the height the tower, as the tower location, as proposed, would be set back at a distance of 61 feet from the public right of way and 101 feet from the next residentially zoned property to the north.
- B. That the Petitioner has failed to satisfy standard C of section 11.4.8 of the Village's Zoning Ordinance, that the proposed use will not, in this particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity, in that the 125-foot tall tower is proposed to be located less than 91 feet from the nearest residential property in violation of Section 10.6.1 of the Village's Zoning Ordinance, and the proposed location of the tower, at the proposed height, has an insufficient fall zone and could result in a collapse of the tower onto adjacent property. The fall zone information provided by the applicant was insufficient. In addition, the Petitioner has failed to demonstrate that the special use will not substantially diminish or impair property values within the neighborhood in which it is to be located.
- C. That the Petitioner has failed to satisfy standard D of section 11.4.8 of the Village's Zoning Ordinance, that the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district, since the 125-foot tall tower would be in close vicinity and visible from adjacent residential property, is not typical of a residential neighborhood, and not only results in risk to personal safety, but also results in negative aesthetic impact and significant damage to the existing character of the neighborhood.
- D. That the Petitioner has failed to satisfy standard B of section 11.4.8 of the Village's Zoning Ordinance, that the special use is necessary or desirable to provide a service

or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community, in that the service proposed fails to supplement and is not necessary for the Village’s emergency services communications.

Section 4: Radio frequency emissions were not considered as a factor in the basis for the corporate authorities’ denial of the Petitioner’s special use application and the findings set forth in this Ordinance are consistent with the standards set forth in Article 10, entitled “Wireless Telecommunications Facilities,” of the Zoning Ordinance of the Village of Villa Park, and the federal Telecommunications Act.

Section 5: The corporate authorities of the Village do hereby deny Petitioner’s requested special use to permit the construction of the wireless telecommunications tower and facilities on the Subject Property as depicted on the Site Plans set forth in Exhibit A.

Section 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED this ____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2023.

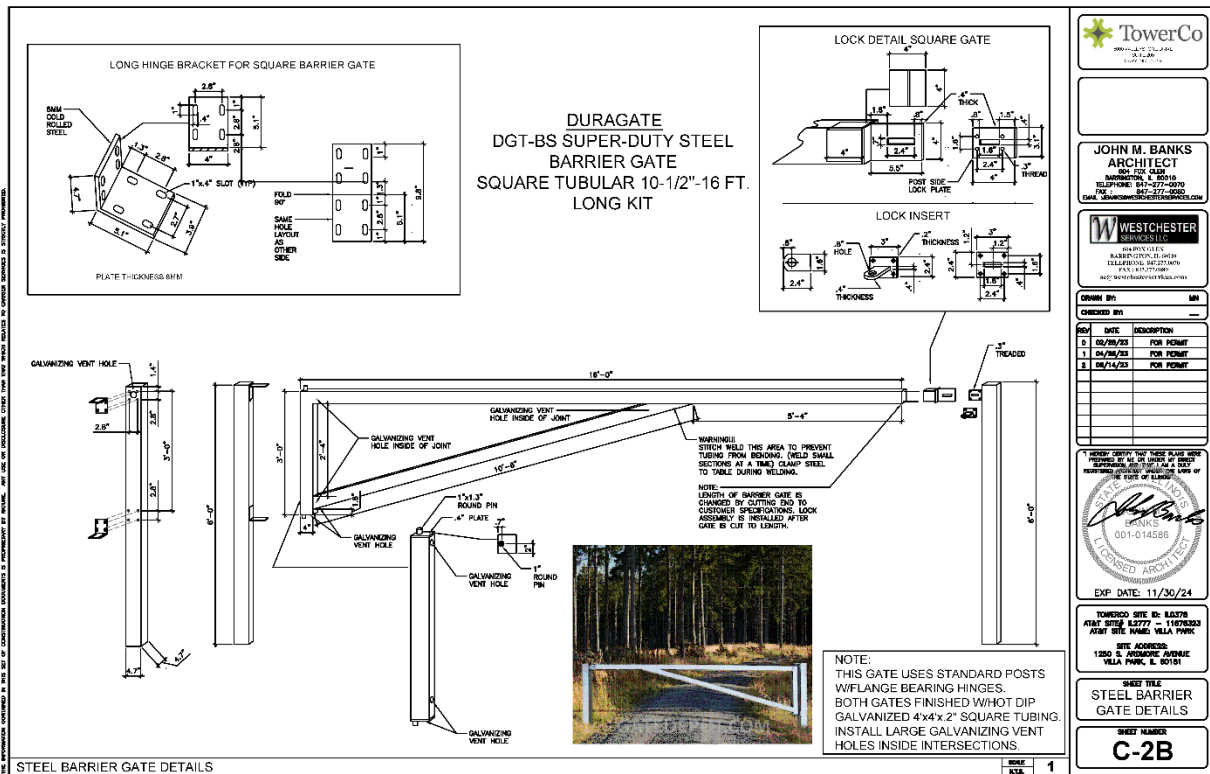
Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

EXHIBIT A

**Plans prepared by TowerCo,
TowerCo Site ID: IL0378, AT&T Site Number: IL2777 – 11678323
Revised through 6/14/23**





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: September 25, 2023
SUBJECT: An Ordinance Approving a Variation for Rear Yard Setback at 11 E Van Buren St

RECOMMENDED ACTION:

The Petitioner is seeking approval of a Variation from Table 2-3 of Article 2, Section 2.3. – Lot and Building Regulations of the Zoning Ordinance. The Variation request is to allow a reduced minimum rear yard setback of 23'-8" from the required 40'. The Planning and Zoning Commission held a public hearing on August 10, 2023 where they recommended approval of the request by a vote of 8-0.

BACKGROUND:

The Subject Property is a two-story single dwelling house on a corner lot. The Petitioner is proposing to build a sunroom addition on the east side of the structure. The existing structure has a nonconforming rear yard setback of 36.4'. A minimum 40' rear yard setback is required in this yard per Table 2-3. The proposed sunroom addition will increase the encroachment into the rear yard setback; the Variation request is to reduce the minimum rear yard setback to 23'-8".

DISCUSSION:

An addition is allowed by the building code and Zoning Ordinance by right. Staff worked with the Petitioner to find an alternative location that would not encroach into any setback. However, the placement of the house on the lot made an alternative location difficult. The front yard setback is 40.1', where only 30' is required by the Zoning Ordinance. On the east side of the property, a public alley existed that has since been vacated. However, this land was not bought by the owner. Without the vacated alley, this lot's rear yard is reduced significantly. Originally, the Petitioner submitted a building permit application to build the addition in the interior side yard, where the existing structure is setback by 9.44'. Extending the structure into the interior side yard would be much more obstructive than in the new proposed location, even though a Variation is still required. Exhibit A shows the location of the sunroom addition in the rear yard. The reduced rear yard setback is proposed to be 23'-8". The addition would not encroach into the side yard setback.

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS,
GRANTING A VARIATION FROM THE REAR YARD SETBACK
REQUIREMENTS FOR THE PROPERTY COMMONLY KNOWN AS
11 E. VAN BUREN STREET, VILLA PARK, ILLINOIS**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the “Village”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), the President and Board of Trustees of the Village (the “Corporate Authorities”) may provide for zoning to regulate the development and use of real estate within its borders; and

WHEREAS, the Village has heretofore adopted an ordinance, entitled the “Zoning Ordinance of the Village of Villa Park, Illinois” (the “Zoning Ordinance”); and

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5), the Corporate Authorities may determine and vary the regulations relating to its zoning ordinances; and

WHEREAS, Section 11.5, entitled “Variations,” of Article 11, entitled “Review and Approval Procedures,” of the Zoning Ordinance sets forth the authority and standards of the granting of variations to the Zoning Ordinance; and

WHEREAS, John Catalano (“Petitioner”), owner of the Subject Property described below, submitted an application to request a variation from the rear yard setback requirements for RS-7.5 Residential Single-Dwelling District-7,500 sq. ft. (“RS-7.5 District”), for the purpose of constructing a sunroom on the east side of the existing residence on the property legally described as follows:

LOT 190 IN “ROBERTSONS MADISON STREET ARDMORE”, BEING
A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST
QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 11,
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED OCTOBER 20, 1926 AS DOCUMENT
223461, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 11 E. Van Buren Street, Villa Park, Illinois 6018; Property Index Number 06-15-104-001 (the “Subject Property”); and

WHEREAS, the Subject Property is located within the RS-7.5 District of the Village of Villa Park, and the lot and building regulations of the RS-7.5 District require a minimum rear yard setback of 40 feet; and

WHEREAS, the single family residence located on the Subject Property currently sits on a corner lot, set back with a larger front yard of 40.1 feet where only 30 feet is required and with an existing nonconforming rear yard (located on the east side of the structure) of 36.4 feet, where 40 feet is required; and

WHEREAS, Petitioner is requesting to modify the residence by building a sunroom addition on the east side of the existing structure, resulting in an increased encroachment into the rear yard so that the set back is 23 feet, 8 inches; and

WHEREAS, on August 10, 2023, the Zoning and Planning Commission conducted a public hearing at the Villa Park Village Hall, 20 S. Ardmore Street, Villa Park, Illinois 60181, in connection with the aforesaid application, after proper notice of said hearing was duly given; and

WHEREAS, after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on August 10, 2023, voted with eight (8) in favor and none opposed, to recommend approval of the requested variations; and

WHEREAS, on September 25, 2023, the Planning and Zoning Commission submitted its report and recommendation to the Corporate Authorities of the Village of Villa Park; and

WHEREAS, the Corporate Authorities of the Village of Villa Park have received and considered the recommendations of the Planning and Zoning Commission; and

WHEREAS, all applicable requirements of Section 11.5, entitled “Variations,” of Article 11, entitled “Review and Approval Procedures,” of the Zoning Ordinance have been met related to the granting of the variations requested for the Subject Property.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preamble clauses to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: The Corporate Authorities adopt the following findings of facts with respect to the requested variations for the Subject Property:

- Unique or special characteristic of the property itself or strict compliance with the Zoning Ordinance creates a practical difficulty or hardship which warrants site specific relief, per Section 11.5.1 of the Zoning Ordinance.

The existing location of the residence on the Subject Property artificially reduces the rear yard of the Subject Property and precludes the location of a sunroom addition on any yard of the Subject Property, which addition would normally be allowed as of right. The existing front yard setback is 40.1', where only 30' is required by the Zoning Ordinance. On the east side of the property, a public alley existed that has since been vacated and is owned by a neighboring property owner. Without the area of the vacated alley being attributed to the Subject Property, this lot's rear yard is reduced significantly. Originally, the Petitioner submitted a building permit application to build the addition in the interior side yard, where the existing structure is setback by 9.44'. Extending the structure into the interior side yard would be much more obstructive than in the new proposed location, even though a variation is still required.

Section 3: A variation from Section 2.3, as set forth in Table 2-3, of the Zoning Ordinance of the Village of Villa Park is hereby granted with respect to the Subject Property to permit a minimum rear yard setback of twenty-three (23) feet, eight (8) inches, when thirty (30) feet is required.

Section 4: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 5: That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this _____ day of _____, 2023.

AYES: _____
 NAYS: _____
 ABSENT: _____

Approved this _____ day of _____, 2023.

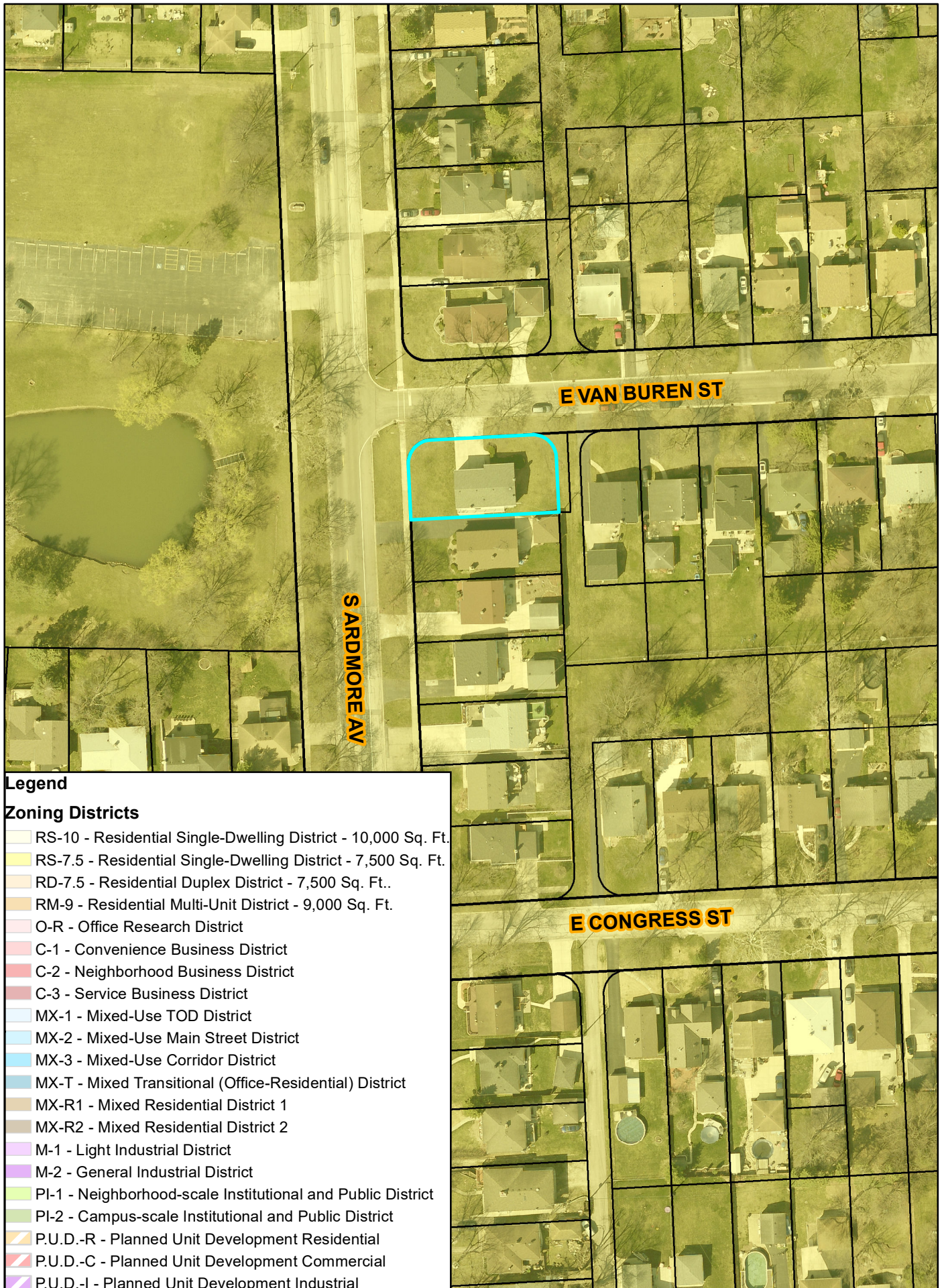
 Nick Cuzzone, Village President

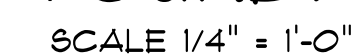
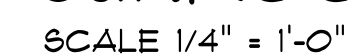
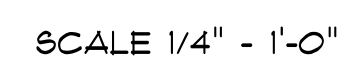
Attest:

 Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2023





- DIVISION 1. GENERAL REQUIREMENTS**

1. THE BEST AND TRUEST COPY OF THE CONTRACTOR'S SHALL VERIFY ALL GRADES, LINES, LEVELS, EXISTING CONDITIONS, AND DIMENSIONS INDICATED ON THE PLANS AND ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY BEFORE COMMENCING WITH ANY WORK.

2. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF ALL APPLICABLE NATIONAL AND LOCAL BUILDING, MECHANICAL, ELECTRICAL, AND PLUMBING CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL PROCURE AND PAY FOR ALL REQUIRED PERMITS AND UTILITY SERVICE CHARGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO THE START OF ANY EXCAVATION.

3. ALL SUB-CONTRACTORS SHALL LEAVE SITE NEAT & FREE OF DEBRIS AT THE END OF EACH DAY.

4. PLANS AND SPECIFICATIONS: IT IS THE INTENT OF THE PLANS AND SPECIFICATIONS TO BE COMPLETE AND TO PROVIDE A COMPLETE AND ACCURATE BASIS FOR THE COMPLETION AND SUCCESSFUL OPERATION OF THE WORK, WHETHER OR NOT THE CONTRACTOR HAS BEEN ADVISED OF ANY OMISSIONS OR ERRORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE PLANS AND SPECIFICATIONS AS IF SO SPECIFIED OR INDICATED. ALL MATERIALS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

5. THE DRAWINGS ARE DIAGNOSTIC ONLY AND NOT INTENDED TO SHOW EXACT LOCATIONS UNLESS DIMENSIONS. DO NOT SCALE DRAWINGS. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING FIELD CONDITIONS. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING FIELD CONDITIONS. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING FIELD CONDITIONS. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING FIELD CONDITIONS.

6. ALL SUB-CONTRACTORS ARE RESPONSIBLE FOR THE COORDINATION OF THEIR WORK WITH ALL OTHER AFFECTED TRADES.

7. NO CONSTRUCTION ADMINISTRATION IS PROVIDED BY THE ARCHITECT.

8. THE ARCHITECT IS NOT RESPONSIBLE FOR THE METHODS OF CONSTRUCTION AND/OR ERECTION IN CONNECTION WITH THE WORK.

9. GENERAL CONTRACTOR TO MAINTAIN AND CLEAN STREETS IMMEDIATELY THROUGHOUT CONSTRUCTION.

10. DO NOT START WORK IF THE SUB-CONTRACTOR'S ARE DEFECTIVE. THE COMMENCEMENT OF SUB-CONTRACTOR'S WORK SHALL CONSTITUTE ACCEPTANCE OF SUB-CONTRACTOR'S WORK.

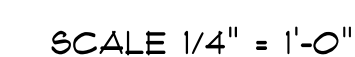
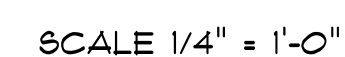
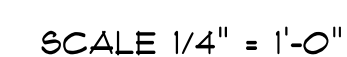
11. EACH SUB-CONTRACTOR SHALL OBTAIN AND PROVIDE SUFFICIENT BONDS, PERMITS AND INSPECTIONS AS REQUIRED BY THE MUNICIPALITY, COUNTY, STATE OR OTHER AGENCIES INVOLVED.

12. CURRENT INSURANCE CERTIFICATES (IE. GENERAL LIABILITY, WORKMEN'S COMPENSATION, ETC.) SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL.

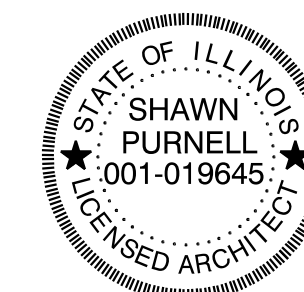
13. LOCAL STATE NATIONAL BUILDING CODES HAVING JURISDICTION SHALL TAKE PRECEDENCE OVER THESE PLANS AND SPECIFICATIONS IF THERE EXISTS A CONFLICT. THE SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING FIELD CONDITIONS. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING FIELD CONDITIONS.

14. THE APPROVED SET OF PRINTS, ALONG WITH THE COORDINATING PLAN REVIEW, MUST BE KEPT ON-SITE DURING THE COURSE OF CONSTRUCTION. THESE ITEMS MUST BE MADE AVAILABLE TO ALL REPRESENTATIVES OF THE ARCHITECT AND THE MUNICIPALITY. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING FIELD CONDITIONS.

International Residential Code , 2015 Edition
International Mechanical Code, 2015 Edition
Illinois State Plumbing Code 2014
National Electric Code 2014 Edition
International Energy Conservation Code Current



Shawn Purnell Architect IL Lic. # 001-019645 Expires 11-30-24





MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 25, 2023

SUBJECT: A Resolution of the Village of Villa Park, Dupage County, Illinois Waiving the Bidding Requirements and Approving the Purchase of Ten (10) Complete Sets of Structural Firefighting Gear In An Amount Not To Exceed \$46,920

RECOMMENDED ACTION:

Staff respectfully requests the Village Board waive the bid process and authorize the purchase of ten (10) complete sets of structural firefighting gear, which includes 10 sets of Globe G-Xtreme bunker gear, 10 Cairns helmets, 10 Globe Shadow XF boots, 20 Majestic Ultra hoods, and 20 Firecraft structural fire gloves. from Air One Equipment, Inc. in the amount of \$46,920 (Federal share \$42,655/Village Share \$4,265). These purchases are possible because of FEMA's Assistance to Firefighters Grant (AFG), and although they are an unbudgeted expense, the grant plus savings in other items will allow us to stay within the budget. This Assistance to Firefighters Grant also included funds to purchase a commercial gear extractor and drying cabinet to properly maintain this gear, bringing the total grant award to \$67,122.50 (Federal share \$61,020.45 / Village share \$6,102.05). Staff recommends approval of the resolution to waive the bidding requirement to purchase fire gear in the amount of \$46,920.

BACKGROUND:

The Villa Park Fire Department's primary mission is to provide a variety of emergency services designed to protect the lives and property of our residents while maintaining a reasonably safe work environment. The structural firefighting gear that the Village provides is not only used for structure fires, but also for firefighter training, haz-mat responses, motor vehicles crashes, and electrical investigations, which has a direct impact on the health and safety of our firefighters.

These ten grant funded sets of structural firefighting gear along with our annual partial replacement schedule, will allow us to provide our firefighters in gear specifically fitted for them, and to have some spare sets that they can rotate into in case of needed repairs or contamination of their gear. It is also imperative that we stay with the same make and model of structural firefighting gear that we currently have in order to maintain standardization and interoperability. Air One Equipment, Inc. is the sole authorized distributor in Illinois for our make and model of structural firefighting gear.

The AFG grant also included funds to purchase a commercial gear extractor and drying cabinet to

properly maintain this gear bringing the total grant award to \$67,122.50 (Federal share \$61,020.45 / Village share \$6,102.05).

DISCUSSION:

Staff respectfully requests the Village Board waive the bid process and authorize the purchase of ten (10) complete sets of structural firefighting gear, which includes 10 sets of Globe G-Xtreme bunker gear, 10 Cairns helmets, 10 Globe Shadow XF boots, 20 Majestic Ultra hoods, and 20 Firecraft structural fire gloves. from Air One Equipment, Inc. in the amount of \$46,920 (Federal share \$42,655/Village Share \$4,265). This is an unbudgeted expense, but funds grant funds will make allow us to offset any unbudgeted amount. Expenses will be from Acct. 10.521.22.402. The request to waive bidding is because it is vital to have matching equipment from equipment previously purchased.

RESOLUTION NO. ____

**A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS WAIVING THE BIDDING REQUIREMENTS AND APPROVING
THE PURCHASE OF TEN (10) COMPLETE SETS OF STRUCTURAL
FIREFIGHTING GEAR IN AN AMOUNT NOT TO EXCEED \$46,920**

WHEREAS, the Village of Villa Park is a municipal corporation duly organized and existing under the laws of the State of Illinois; and,

WHEREAS, the Villa Park Fire Department is tasked to protect the lives of the citizens of Villa Park; and,

WHEREAS, in order to protect lives, firefighter-paramedics must have appropriate structural firefighting gear; and,

WHEREAS, in order to protect lives, firefighter-paramedics must be trained in the use, care, and maintenance of the structural firefighting gear; and,

WHEREAS, standardization and interoperability in the make and model of the department's structural firefighting gear are necessary to assure the health and safety of our firefighters; and,

WHEREAS, possessing different makes and models of structural firefighting gear would negatively impact the fire department's primary mission; and,

WHEREAS, Air One Equipment, Inc., of South Elgin, Illinois, offers quality structural firefighting gear that meets the needs of the Villa Park Fire Department at competitive prices from the leading manufacturers in the industry; and,

WHEREAS, Section 2-220(a)(3) of Division 2 of Article II of Chapter 2 of the Villa Park Municipal Code exempts from the competitive bidding requirements purchase orders or contracts of whatever nature, for labor, services or work, where the Board of Trustees, by a two-thirds majority affirmative vote of its members, waive the requirement of open and competitive bidding; and,

WHEREAS, the President and Board of Trustees have determined that it is in the best interest of the health and safety of the citizens of the Village of Villa Park to authorize the purchase of ten (10) complete sets of structural firefighting gear from Air One Equipment, Inc., of South Elgin, Illinois, at a cost not to exceed \$46,920.

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 facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The corporate authorities of the Village hereby determine that competitive bidding requirements for the purchase of ten (10) complete sets of structural firefighting gear are dispensed with and waived, pursuant to Section 2-220(a)(3) of Division 2 of Article II of Chapter 2 of the Villa Park Municipal Code.

Section 3. The Quotation, attached hereto Exhibit A and incorporated herein, for the purchase of ten (10) complete sets of structural firefighting gear from Air One Equipment, Inc., of South Elgin, Illinois, at a cost not to exceed \$46,920, is hereby approved.

Section 4. The Village Manager is hereby authorized to and directed to execute purchase orders and all necessary forms, applications, requisitions, and documents on behalf of the Village related to the purchase of ten (10) complete sets of structural firefighting gear from Air One Equipment, Inc., of South Elgin, Illinois, at a cost not to exceed \$46,920 (Federal share \$42,655/Village Share \$4,265).

Section 5. This Resolution shall be in full force and effect from and after its passage by a two-thirds (2/3) vote of the Village Board and approval according to law.

PASSED this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2023.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2023

EXHIBIT A



360 Production Drive
South Elgin, IL 60177
Phone: 847-289-9000
Fax: 847-289-9001
Email: airone@aoc.net

QUOTATION

VALID FOR 30 DAYS.

Date	Quote #
9/6/2023	28858

Sold To
VILLA PARK, VILLAGE OF 20 S ARDMORE VILLA PARK, IL 60181

Ship To
VILLA PARK FIRE DEPT #81 Attn: Jeff Brown 1440 S ARDMORE VILLA PARK, IL 60181

PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE.		Quoted By	P.O. No.	Terms	Salesman
				Net 45	JD
Item	Description	Qty	Cost	Amount	
150A420	GLOBE: SHADOW XF 14" STRUCTURAL FIREFIGHTING BOOT W/ ARCTIC GRIP SOLE	10	545.00	5,450.00	
FC-P5000	FIRECRAFT PHOENIX STRUCTURAL FIREFIGHTING GLOVE	20	80.00	1,600.00	
	GLOVE SIZE:				
C6 PAC II-DS	MAJESTIC ULTRA C6 BLACK CARBON HOOD WITH COMFORT PANEL	20	52.00	1,040.00	
C-TRD-51M2A1221	CAIRNS BLACK 880 HELMET WITH NFPA-BOURKE EYESHIELDS, CARVED BRASS EAGLE AND BLACK NOMEX EARLAPS	10	359.00	3,590.00	
VILLA PARK GX3 COAT	GLOBE: VILLA PARK SPEC GX3 BUNKER COAT	10	2,025.00	20,250.00	
VILLA PARK GPS PANTS	GLOBE: VILLA PARK SPEC GPS BUNKER PANTS	10	1,499.00	14,990.00	
Freight charges are added when invoiced unless otherwise noted.			Subtotal		
3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500			Sales Tax (0.0%)		
Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt.			DO NOT PAY- INVOICE TO FOLLOW		
			Total		

\$46,920.00
\$0.00
\$46,920.00



360 Production Drive
South Elgin, IL 60177
Phone: 847-289-9000
Fax: 847-289-9001
Email: airone@aoe.net

QUOTATION

VALID FOR 30 DAYS.

Date	Quote #
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Freight charges are added when invoiced unless otherwise noted.	Subtotal	\$46,920.00
3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500	Sales Tax (0.0%)	\$0.00
Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt.	DO NOT PAY- INVOICE TO FOLLOW	
	Total	\$46,920.00

Fiscal Year 2022 Assistance to Firefighters Grant Program

EXAMPLE COST SHARE FORMULA

X = Federal Funding Assistance

Y = Total Project Cost

P = Local Cost Share Percentage

$$X + (P)(X) = Y$$

X = Federal Funding Assistance

Y = \$100,000

P = 15%

$$X + (P)(X) = Y$$

$$X = Y/1.15$$

X = Federal Funding Assistance

Y = \$100,000

P = 15%

$$X = \$100,000/1.15 \quad X = \$86,956.52$$

$$\text{Local Cost Share} = \$13,043.48$$

Use the Calculator Below to Determine the Local Cost Share for your Organization

Total Project Cost:

Local Cost Share Percentage:

Example: For 15% enter .15 into the calculator, for 10% enter .10, for 5% enter .05

Federal Funding Assistance:

Local Cost Share:



MEMORANDUM

TO: Village Board of Trustees

FROM: Greg Gola, Director

DATE: September 25, 2023

SUBJECT: A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving An Agreement With Simon Roofing and Sheet Metal For Roof Restoration at the Villa Park Fleet Facility and Roof Repairs at the Villa Park Police Department Facility in an Amount of \$126,550.

RECOMMENDED ACTION:

Staff recommends approving contracts with SR Products/Simon Roofing and Sheetmetal, through TIPS Cooperative Purchasing, for Roof Restorations at the Fleet Facility and Repairs at the Police Department Facility in an amount of \$126,550. Funds are budgeted in the Villages CY 2023 Building Fund, account numbers 67.502.02.401 and 67.502.02.402 for this project.

BACKGROUND:

The Fleet Facility has a metal roof with a membrane coating and skylights. The roof metal is in good condition, but the membrane coating on the metal is over 15 years old and beyond its useful life. Over the past 5 years the facility has had multiple leaks which required 6 service calls to contractors for temporary repairs to be made. The Village worked with Simon Roofing to provide a formal evaluation and report of the roof's conditions.

The proposed rejuvenation of the Fleet roof would be a new Wite Brite Elastomeric Coating. All skylights would also be cleaned, rejuvenated, and identified for safety. This new coating would come with a 10-year warranty.

The Police Department has a green roof which has gravel and plant material over the existing roof insulation and EPDM membrane. The roof is 20 years old and in need of repairs to continue to operate properly for the facility. Some exposed sections of the EPDM membrane have cracked along the walls and have started to leak into the building. Staff have made temporary repairs over the past 2 years to these areas. It has also required 1 service call to contractors in the past year for temporary repairs. The Village worked with Simon Roofing to provide a formal evaluation and report of the roof's conditions.

The proposed repairs of the Police Department roof would involve carefully pulling back existing roofing materials to underlying membrane, cleaning existing membrane and installing new Wite Brite

membrane. Unwanted vegetation would be removed, and areas cleaned and restored.

These projects would be completed through the TIPS Cooperative Purchasing Organization and therefore not require formal bidding as they already meet the competitive bidding standard. TIPS is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. TIPS follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. SR Products/Simon Roofing and Sheetmetal manages construction contracts for TIPS construction contractors. SR Products/Simon Roofing went through the competitive bidding process to be an awarded contractor. The Village will contract with SR Products/Simon Roofing and Sheetmetal on the detailed pricing proposals. All labor, materials, and equipment required for this project have been competitively bid out to meet local, DuPage County construction costs, prevailing wages and working conditions.

DISCUSSION:

The Parks Buildings and Grounds Department has identified the Fleet Roof as in need of restoration. The Police Department roof has also been identified as in need of repairs. Funding for these restorations and repairs has been budgeted in the Villages CY 2023 budget.

RESOLUTION NO. ____

**A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING AN AGREEMENT WITH SIMON ROOFING & SHEET METAL CORP., FOR
ROOF RESTORATION AT THE VILLA PARK FLEET FACILITY AND ROOF REPAIRS AT
THE VILLA PARK POLICE DEPARTMENT FACILITY IN AN AMOUNT OF \$126,550**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "Village") is a duly organized and validly existing non home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State of Illinois; and,

WHEREAS, Section 2-220(b) of the Villa Park Municipal Code permits the procurement from a federal, state or local governmental unit or agency thereof of materials, supplies, commodities or equipment without conforming with the competitive bidding requirements of Chapter 2, Article II, Division 2 of the Villa Park Municipal Code; and,

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/00.01 *et seq.*) authorizes governmental units to purchase personal property, supplies, and services jointly with one or more other governmental units through a competitive bidding process; and,

WHEREAS, the Village participates in *The Interlocal Purchasing System* ("TIPS"), which is a national purchasing cooperative that offers access to competitively procured purchasing contracts and services to its membership through the Region 8 Education Service Center, a public governmental entity of the State of Texas, and has awarded Simon Roofing & Sheet Metal Corp., of Macedonia, Ohio, under contract number 21060302 for labor and materials for roof repair labor and materials; and,

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the citizens of the Village of Villa Park to approve and enter into an agreement with Simon Roofing & Sheet Metal Corp., of Macedonia, Ohio, under the pricing procured through TIPS contract number 21060302, for labor and materials for roof repairs for the Villa Park Police Department and for roof restoration work for the fleet garage of the Village of Villa Park in the total amount of \$126,550.

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 facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The Village President and Board of Trustees hereby determine that it is necessary and in the best interest of the Village to enter into an agreement with Simon Roofing & Sheet Metal Corp., d/b/a as SR Products, of Macedonia, Ohio, for labor and materials for roof repairs for the Villa Park Police Department and for roof restoration work for the fleet garage of the Village of Villa Park in the total amount of \$126,550, subject to the furnishing of the proper bonds and insurance. The Village President is hereby authorized to execute and the Village Clerk to attest on behalf of the Village of Villa Park

Section 3: The *Agreement Between the Village of Villa Park, Illinois and Simon Roofing & Sheet Metal Corp. for the Installation and Construction of Roof Restoration at the Villa Park Fleet Facility and Roof Repairs at the Villa Park Police Department* ("Agreement"), is hereby approved in substantially the form attached hereto as Exhibit "A," with such insertions, omissions

Resolution No. _____

and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that Simon Roofing & Sheet Metal Corp., d/b/a as SR Products, returns the Agreement with all other written documents attached, properly executed by it, along with the proper performance bonds and insurance, to the Village, then the Village President is authorized to execute and the Village Clerk to attest the Agreement. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

Section 4: The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker needed to execute the Agreement or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Agreement or to perform such work.

Section 5: This Resolution shall take effect upon its passage and approval in pamphlet form.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

VILLAGE OF VILLA PARK

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Resolution No. _____

EXHIBIT "A"

Resolution No. _____

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
SIMON ROOFING & SHEET METAL CORP.
for the installation and construction of
ROOF RESTORATION AT THE VILLA PARK FLEET FACILITY AND
ROOF REPAIRS AT THE VILLA PARK POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the "VILLAGE," and SIMON ROOFING & SHEET METAL CORP., d/b/a SR PRODUCTS, hereinafter referred to as the "CONTRACTOR," to provide labor and materials for the installation and construction of roof restoration at the Villa Park Fleet Facility (104 W. Home) and roof repairs at the Villa Park Police Department (40 Ardmore Avenue) in Villa Park, DuPage County, Illinois (the "Project").

1. The WORK provided by the CONTRACTOR shall include shall furnish all materials, equipment and labor necessary to complete all for the installation and construction of roof restoration at the Villa Park Fleet Facility (104 W. Home) and roof repairs at the Villa Park Police Department (40 Ardmore Avenue) in Villa Park, DuPage County, Illinois. The scope of work shall include:

Villa Park Fleet Facility (104 W. Home):

1. Set up perimeter safety lines along the rooftop and designated ground staging area.
2. Carefully clean the roof surface to provide a suitable coating substrate.
3. Detail all flashing conditions with Wite Brite mastic and poly fabric where applicable to provide watertight transitions.
4. Existing fastener locations will be checked, replaced and sealed as part of the detailing process.
5. Install a uniform application of WB primer.
6. Install a uniform base layer of Wite Brite Elastomeric coating.
7. Install a uniform top layer of Wite Brite Elastomeric coating.
8. Clean and seal the fiberglass skylight panels with specialty skylight rejuvenation sealer and then install a yellow safety stripe along the perimeters of these panels to alert attention to these items of fall concern.

This scope includes a ten (10) year SR Products system warranty.

Villa Park Police Department (40 Ardmore Avenue):

The areas of work are defined as the 85 lineal feet perimeter south wall, NE corner approximately 50 feet and around 2 roof drains in the center of the roof , encompassing approximately 650 square feet.

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1. Carefully peel back isolated garden overburden component items to expose the underlying membrane surface.
2. Clean the membrane to allow for a suitable repair substrate.
3. Overlay membrane defects found with new membrane materials and install new uniform, fabric reinforced Wite Brite assembly materials extending from the field membrane up onto the perimeter wall flashing.
4. Carefully restore disturbed overburden components back into place with the inclusion of Root Stop HD and standard drainage course.
5. The existing insulation and extensive media is figured to be salvageable and will be re-used –no new items included at this time

Contractor shall maintain clean working conditions in and around all areas of the Project where Contractor is performing work, and regularly clean-up and properly stockpile and remove off site any debris generated in the performance of the work. If the Contractor does not maintain clean working conditions, Village, after notifying the Contractor, may rectify conditions and the cost of same shall be borne by the Contractor.

2. The CONTRACTOR shall provide all labor, equipment, machinery, tools, supervision and insurance necessary to complete the WORK.

3. The CONTRACTOR shall commence the WORK under this AGREEMENT after the issuance of a notice to proceed by the Village. The Contractor shall complete the Project within forty-five (45) calendar days after the issuance the notice to proceed.

4. The VILLAGE, for and in consideration of the completion of the WORK enumerated herein, shall pay the CONTRACTOR the amount of One Hundred Twenty Six Thousand, Five Hundred Fifty and 00/100 Dollars (\$126,550.00). Payments shall be made to the CONTRACTOR in the following manner:

A. Payments for completion of the WORK shall be due and payable to the CONTRACTOR within thirty (30) days of receipt of an invoice from the CONTRACTOR and the approval thereof by the VILLAGE.

B. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. The CONTRACTOR shall familiarize itself with all local conditions affecting the WORK. During the progress of the WORK, if latent physical conditions are encountered at the site of the WORK differing materially from those indicated in the AGREEMENT, or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the WORK provided for in the AGREEMENT are encountered at the site, the CONTRACTOR shall promptly notify the Village Manager in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

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Upon written notification, the Village Manager will investigate the conditions, and if he determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any WORK under the AGREEMENT, an adjustment, excluding loss of anticipated profits, will be made and the AGREEMENT modified in writing accordingly. The Village Manager will notify the CONTRACTOR of his determination whether or not an adjustment of the AGREEMENT is warranted. No adjustment which results in a benefit to the CONTRACTOR will be allowed unless the CONTRACTOR has provided the required written notice. No adjustment will be allowed for any effects caused on unchanged work.

6. The CONTRACTOR will perform the WORK under this AGREEMENT in accordance with generally accepted and currently recognized practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area.

7. The CONTRACTOR shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance

The CONTRACTOR shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.

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- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance of \$1,000,000 and Employers' Liability limits of \$1,000,000 per accident.
- (5) Umbrella Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$10,000,000 per person, per aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The CONTRACTOR'S insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and

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volunteers shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.

- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The CONTRACTOR'S insurance shall contain a severability of interests' clause or language stating that the CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the CONTRACTOR shall be required to name the VILLAGE, its officials, agents, employees and volunteers as additional insureds.
- (f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

E. Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the VILLAGE its officials, agents, employees and volunteers for losses arising from work performed by CONTRACTOR.

F. Verification of Coverage:

The CONTRACTOR shall furnish the VILLAGE with certificates of insurance naming the VILLAGE, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the VILLAGE and are to be received and approved by the member before any WORK commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The VILLAGE reserves the right to request full certified copies of the insurance policies and endorsements.

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G. Subcontractors:

The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability:

The CONTRACTOR assumes liability for all injury to or death of any person or persons including employees of the CONTRACTOR, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this AGREEMENT.

8. To the fullest extent permitted by law, the CONTRACTOR shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the CONTRACTOR arising or in consequence of the performance of the WORK by the CONTRACTOR. The CONTRACTOR hereby agrees to defend, indemnify and hold harmless the VILLAGE, its officials, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the VILLAGE, its officials, agents, employees and volunteers, due to the negligent or willful act or omission of the CONTRACTOR arising from or in consequence of the performance of the WORK by the CONTRACTOR. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith; and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the CONTRACTOR to indemnify the VILLAGE, its officials, agents, employees and volunteers, for their own negligent acts or omissions. The VILLAGE'S participation in its defense shall not remove the CONTRACTOR'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

9. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

10. Before leaving the work area, all areas disturbed or occupied by the CONTRACTOR in connection with the WORK shall be cleaned.

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11. It is the responsibility of the CONTRACTOR to familiarize itself and comply with the contents of the OSHA, codes and ordinances adopted by and in effect by Federal, State, County, the VILLAGE, and any other governmental agencies at any level having jurisdiction over this area and this type of work. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the CONTRACTOR. Any additional costs resulting from compliance with these codes and ordinances shall be considered incidental to and part of this AGREEMENT. The CONTRACTOR shall represent and warrant that it and all of its subcontractors will comply with all applicable local, state and federal laws and requirements concerning equal opportunities, including but not limited to the Illinois Human Rights Act. The CONTRACTOR shall be responsible for resolving any conflicts with employees that arise from the enforcement of these laws.

12. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or contracting time schedule adjustments, and the CONTRACTOR and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes. The VILLAGE will not accept any change orders based on the Contractor's failure to recognize unique conditions.

13. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the CONTRACTOR. No part of the WORK herein specified shall be assigned without the written consent of the VILLAGE, and in no case shall such consent relieve the CONTRACTOR or its surety from the obligations herein entered into by the same, or change the terms of this AGREEMENT.

14. The CONTRACTOR is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONTRACTOR shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR.

15. Written notices between the VILLAGE and the CONTRACTOR shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

A. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Mr. Matthew Harline, Village Manager

Resolution No. _____

B. If to the CONTRACTOR:

SIMON ROOFING & SHEET METAL CORP.
1380 E. Highland Rd.,
Macedonia, OH 44056
Attn: Mr. Eric Korbar, Territory Manager

C. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be sent only to the addresses described in this paragraph.

16. The VILLAGE shall have the right to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONTRACTOR.

17. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the CONTRACTOR.

18. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

19. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT, and shall not be construed to be a waiver of any provision, except for the particular instance.

20. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this AGREEMENT shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

21. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

22. All wages paid by the CONTRACTOR shall be in compliance with the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The prevailing wage rates for DuPage County posted on August 15, 2023, as attached hereto as Exhibit "A" and made a part hereof. If the Illinois Department of Labor revises the wage rates, the revised rate shall apply to this

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AGREEMENT and the CONTRACTOR will not be allowed additional compensation on account of said revisions. The CONTRACTOR shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. No additional notice of a change in wage rates is required. The CONTRACTOR shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

The CONTRACTOR and each subcontractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day and the starting and ending times of work each day.

The CONTRACTOR and each subcontractor shall submit, no later than the 15th day of each calendar month, a certified payroll for the immediately preceding month to the Illinois Department of Labor. The Illinois Department of Labor maintains a Certified Transcript of Payroll portal for this purpose.

Upon two business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Department of Labor.

23. The CONTRACTOR shall furnish a performance and payment bond with a good and sufficient surety in the amounts of One Hundred Twenty Six Thousand, Five Hundred Fifty and 00/100 Dollars (\$126,550.00) as the penal sum. The surety shall be acceptable to the VILLAGE, shall waive notice of any changes and extensions of time, and shall submit said bonds in substantially the same form attached hereto marked as Exhibit "B" and made a part hereof.

24. The CONTRACTOR represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The CONTRACTOR further represents and warrants to the VILLAGE that the CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The CONTRACTOR hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages,

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losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

25. The CONTRACTOR warrants that he has not employed or retained any company or person, other than an employee working solely for the CONTRACTOR, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

26. The CONTRACTOR will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

27. It is agreed among the parties that the assurances contained in the executed Contractor Certifications, which is attached hereto and marked as Exhibit "C" are each a material representation of fact upon which reliance is placed by the VILLAGE in entering into this AGREEMENT with the CONTRACTOR.

28. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

29. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2023.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

By _____
Nick Cuzzone, Village President

ATTEST

By _____
Village Clerk

Executed by the CONTRACTOR, this ____ day of _____, 2023.

SIMON ROOFING & SHEET METAL CORP.
1380 E. Highland Road
Macedonia, Ohio 44056

By _____
Stephen Manser, President

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EXHIBIT "A"

Resolution No. _____

Resolution No. _____

Resolution No. _____

DuPage County Prevailing Wage Rates posted on 8/15/2023

STEEL ERECTOR	E	ALL	57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49	0.00	0.00	0.00
STEEL ERECTOR	W	ALL	48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
STONE MASON	ALL	BLD	50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	ALL	BLD	46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	ALL	BLD	50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	ALL	HWY	40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY	41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	ALL	ALL	1	42.76	43.31	1.5	1.5	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	ALL	ALL	2	42.91	43.31	1.5	1.5	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	ALL	ALL	3	43.11	43.31	1.5	1.5	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	ALL	ALL	4	43.31	43.31	1.5	1.5	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TUCKPINTER	ALL	BLD	50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain

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DuPage County Prevailing Wage Rates posted on 8/15/2023

days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

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DuPage County Prevailing Wage Rates posted on 8/15/2023

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PBX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft. Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Toumapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks;

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Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Graddall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Calisson Attachment; Ballast Regulator; Belt Loader; Calisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-

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Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver, Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Tumapulls or Tumatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator; and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Tumatrailers or tumapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch

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trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work; floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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EXHIBIT B
CONTRACT BOND

_____, as Principal, and
(Name of Contractor)
_____ as Surety are held
and firmly bound unto the Village of Villa Park in the penal sum of
(\$ _____), lawful money of the United
States, well and truly to be paid unto the Village of Villa Park, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, jointly to pay to Village of Villa Park this sum under the conditions of
this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the Village of Villa Park for the performance of work on the contract for which this bond is given and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including the payment of no less than the prevailing rate of wages as found by the Village of Villa Park pursuant to the Prevailing Wage Act (820 ILCS 130/1 *et seq.*), and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

The Principal and Sureties on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the Village of Villa Park will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the Village of Villa Park and the Principal has been made.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Villa Park and its Village Board harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

The Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof. The Principal and Surety shall be liable for any attorney's fees, engineering costs, or court costs incurred by the Village of Villa Park relative to claims made against this bond.

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IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 2023 A.D.

PRINCIPAL

SURETY

(Name of Contractor)

By: _____
President

(Name of Surety)

By: _____

STATE OF ILLINOIS

)

) ss.

COUNTY OF _____

)

I, _____, a Notary Public in and for said county, do hereby certify that
_____ of _____ and

(Name of Owner or Officer)

(Name of Contractor)

as

of

(Name of individual signing on behalf of Surety)
(Name of Surety)

(Office of individual signing on behalf of Surety)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2023.

Notary Public

My commission expires _____, 20____.

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EXHIBIT C
CONTRACTOR CERTIFICATIONS

The following certifications of the CONTRACTOR are each a material representation of fact upon which reliance is placed by the VILLAGE in entering into this AGREEMENT with the CONTRACTOR:

1. The CONTRACTOR certifies that the CONTRACTOR, its shareholders holding more than five percent (5%) of the outstanding shares of the CONTRACTOR, 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 CONTRACTOR 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.

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- (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 CONTRACTOR'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 CONTRACTOR in its efforts to comply with such Act and Rules and Regulations, the CONTRACTOR 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

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employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

- (8) CONTRACTOR (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 CONTRACTOR will retain such certifications in its files.
- (9) In the event of the CONTRACTOR'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONTRACTOR 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 CONTRACTOR 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

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controlled substance, including cannabis, is prohibited in the CONTRACTOR'S workplace.

- (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such 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 CONTRACTOR'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 D.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 D.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.

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- (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 CONTRACTOR.
- 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 CONTRACTOR 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 CONTRACTOR shall review its records and promptly produce to the VILLAGE any records in the CONTRACTOR'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 CONTRACTOR shall produce to the VILLAGE such

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records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the CONTRACTOR, this ____ day of _____, 2023.

SIMON ROOFING & SHEET METAL CORP.
1380 E. Highland Road
Macedonia, Ohio 44056

By _____
Stephen Manser, President

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
SIMON ROOFING & SHEET METAL CORP.
for the installation and construction of
ROOF RESTORATION AT THE VILLA PARK FLEET FACILITY AND
ROOF REPAIRS AT THE VILLA PARK POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and SIMON ROOFING & SHEET METAL CORP., d/b/a SR PRODUCTS, hereinafter referred to as the “CONTRACTOR,” to provide labor and materials for the installation and construction of roof restoration at the Villa Park Fleet Facility (104 W. Home) and roof repairs at the Villa Park Police Department (40 Ardmore Avenue) in Villa Park, DuPage County, Illinois (the “Project”).

1. The WORK provided by the CONTRACTOR shall include shall furnish all materials, equipment and labor necessary to complete the Project. The scope of work shall include:

Villa Park Fleet Facility (104 W. Home):

1. Set up perimeter safety lines along the rooftop and designated ground staging area.
2. Carefully clean the roof surface to provide a suitable coating substrate.
3. Detail all flashing conditions with Wite Brite mastic and poly fabric where applicable to provide watertight transitions.
4. Existing fastener locations will be checked, replaced and sealed as part of the detailing process.
5. Install a uniform application of WB primer.
6. Install a uniform base layer of Wite Brite Elastomeric coating.
7. Install a uniform top layer of Wite Brite Elastomeric coating.
8. Clean and seal the fiberglass skylight panels with specialty skylight rejuvenation sealer and then install a yellow safety stripe along the perimeters of these panels to alert attention to these items of fall concern.

This scope includes a ten (10) year SR Products system warranty.

Villa Park Police Department (40 Ardmore Avenue):

The areas of work are defined as the 85 lineal feet perimeter south wall, NE corner approximately 50 feet and around 2 roof drains in the center of the roof , encompassing approximately 650 square feet.

1. Carefully peel back isolated garden overburden component items to expose the underlying membrane surface.

2. Clean the membrane to allow for a suitable repair substrate.
3. Overlay membrane defects found with new membrane materials and install new uniform, fabric reinforced Wite Brite assembly materials extending from the field membrane up onto the perimeter wall flashing.
4. Carefully restore disturbed overburden components back into place with the inclusion of Root Stop HD and standard drainage course.
5. The existing insulation and extensive media is figured to be salvageable and will be re-used –no new items included at this time

CONTRACTOR shall maintain clean working conditions in and around all areas of the Project where CONTRACTOR is performing work, and regularly clean-up and properly stockpile and remove off site any debris generated in the performance of the work. If the CONTRACTOR does not maintain clean working conditions, Village, after notifying the CONTRACTOR, may rectify conditions and the cost of same shall be borne by the CONTRACTOR.

2. The CONTRACTOR shall provide all labor, equipment, machinery, tools, supervision and insurance necessary to complete the WORK.

3. The CONTRACTOR shall commence the WORK under this AGREEMENT after the issuance of a notice to proceed by the Village. The Contractor shall complete the Project within forty-five (45) calendar days after the issuance the notice to proceed.

4. The VILLAGE, for and in consideration of the completion of the WORK enumerated herein, shall pay the CONTRACTOR the amount of One Hundred Twenty Six Thousand, Five Hundred Fifty and 00/100 Dollars (\$126,550.00). Payments shall be made to the CONTRACTOR in the following manner:

A. Payments for completion of the WORK shall be due and payable to the CONTRACTOR within thirty (30) days of receipt of an invoice from the CONTRACTOR and the approval thereof by the VILLAGE.

B. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. The CONTRACTOR shall familiarize itself with all local conditions affecting the WORK. During the progress of the WORK, if latent physical conditions are encountered at the site of the WORK differing materially from those indicated in the AGREEMENT, or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the WORK provided for in the AGREEMENT are encountered at the site, the CONTRACTOR shall promptly notify the Village Manager in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Village Manager will investigate the conditions, and if he determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any WORK under the AGREEMENT, an adjustment, excluding loss of anticipated profits, will be made and the AGREEMENT modified in writing accordingly. The Village Manager will notify the CONTRACTOR of his determination whether or not an adjustment of the AGREEMENT is warranted. No adjustment which results in a benefit to the CONTRACTOR will be allowed unless the CONTRACTOR has provided the required written notice. No adjustment will be allowed for any effects caused on unchanged work.

6. The CONTRACTOR will perform the WORK under this AGREEMENT in accordance with generally accepted and currently recognized practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area.

7. The CONTRACTOR shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance

The CONTRACTOR shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.

- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance of \$1,000,000 and Employers' Liability limits of \$1,000,000 per accident.
- (5) Umbrella Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$10,000,000 per person, per aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The CONTRACTOR'S insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and

volunteers shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.

- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The CONTRACTOR'S insurance shall contain a severability of interests' clause or language stating that the CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the CONTRACTOR shall be required to name the VILLAGE, its officials, agents, employees and volunteers as additional insureds.
- (f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

E. Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the VILLAGE its officials, agents, employees and volunteers for losses arising from work performed by CONTRACTOR.

F. Verification of Coverage:

The CONTRACTOR shall furnish the VILLAGE with certificates of insurance naming the VILLAGE, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the VILLAGE and are to be received and approved by the member before any WORK commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or

CG 2026. The VILLAGE reserves the right to request full certified copies of the insurance policies and endorsements.

G. Subcontractors:

The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability:

The CONTRACTOR assumes liability for all injury to or death of any person or persons including employees of the CONTRACTOR, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this AGREEMENT.

8. To the fullest extent permitted by law, the CONTRACTOR shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the CONTRACTOR arising or in consequence of the performance of the WORK by the CONTRACTOR. The CONTRACTOR hereby agrees to defend, indemnify and hold harmless the VILLAGE, its officials, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the VILLAGE, its officials, agents, employees and volunteers, due to the negligent or willful act or omission of the CONTRACTOR arising from or in consequence of the performance of the WORK by the CONTRACTOR. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith; and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the CONTRACTOR to indemnify the VILLAGE, its officials, agents, employees and volunteers, for their own negligent acts or omissions. The VILLAGE'S participation in its defense shall not remove the CONTRACTOR'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

9. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

10. Before leaving the work area, all areas disturbed or occupied by the CONTRACTOR in connection with the WORK shall be cleaned.

11. It is the responsibility of the CONTRACTOR to familiarize itself and comply with the contents of the OSHA, codes and ordinances adopted by and in effect by Federal, State, County, the VILLAGE, and any other governmental agencies at any level having jurisdiction over this area and this type of work. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the CONTRACTOR. Any additional costs resulting from compliance with these codes and ordinances shall be considered incidental to and part of this AGREEMENT. The CONTRACTOR shall represent and warrant that it and all of its subcontractors will comply with all applicable local, state and federal laws and requirements concerning equal opportunities, including but not limited to the Illinois Human Rights Act. The CONTRACTOR shall be responsible for resolving any conflicts with employees that arise from the enforcement of these laws.

12. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or contracting time schedule adjustments, and the CONTRACTOR and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes. The VILLAGE will not accept any change orders based on the Contractor's failure to recognize unique conditions.

13. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the CONTRACTOR. No part of the WORK herein specified shall be assigned without the written consent of the VILLAGE, and in no case shall such consent relieve the CONTRACTOR or its surety from the obligations herein entered into by the same, or change the terms of this AGREEMENT.

14. The CONTRACTOR is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONTRACTOR shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR.

15. Written notices between the VILLAGE and the CONTRACTOR shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

A. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Mr. Matthew Harline, Village Manager

B. If to the CONTRACTOR:

SIMON ROOFING & SHEET METAL CORP.
1380 E. Highland Rd.,
Macedonia, OH 44056
Attn: Mr. Eric Korbar, Territory Manager

- C.** Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be sent only to the addresses described in this paragraph.

16. The VILLAGE shall have the right to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONTRACTOR.

17. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the CONTRACTOR.

18. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

19. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT, and shall not be construed to be a waiver of any provision, except for the particular instance.

20. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this AGREEMENT shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

21. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

22. All wages paid by the CONTRACTOR shall be in compliance with the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The prevailing wage rates for DuPage County posted on August 15, 2023, as attached hereto as Exhibit "A" and made a part hereof. If the Illinois Department of Labor revises the wage rates, the revised rate shall apply to this

AGREEMENT and the CONTRACTOR will not be allowed additional compensation on account of said revisions. The CONTRACTOR shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. No additional notice of a change in wage rates is required. The CONTRACTOR shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

The CONTRACTOR and each subcontractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day and the starting and ending times of work each day.

The CONTRACTOR and each subcontractor shall submit, no later than the 15th day of each calendar month, a certified payroll for the immediately preceding month to the Illinois Department of Labor. The Illinois Department of Labor maintains a Certified Transcript of Payroll portal for this purpose.

Upon two business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Department of Labor.

23. The CONTRACTOR shall furnish a performance and payment bond with a good and sufficient surety in the amounts of One Hundred Twenty Six Thousand, Five Hundred Fifty and 00/100 Dollars (\$126,550.00) as the penal sum. The surety shall be acceptable to the VILLAGE, shall waive notice of any changes and extensions of time, and shall submit said bonds in substantially the same form attached hereto marked as Exhibit "B" and made a part hereof.

24. The CONTRACTOR represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The CONTRACTOR further represents and warrants to the VILLAGE that the CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The CONTRACTOR hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages,

losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

25. The CONTRACTOR warrants that he has not employed or retained any company or person, other than an employee working solely for the CONTRACTOR, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

26. The CONTRACTOR will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

27. It is agreed among the parties that the assurances contained in the executed Contractor Certifications, which is attached hereto and marked as Exhibit "C" are each a material representation of fact upon which reliance is placed by the VILLAGE in entering into this AGREEMENT with the CONTRACTOR.

28. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

29. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

[INTENTIONALLY LEFT BLANK - SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2023.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

By _____
Nick Cuzzone, Village President

ATTEST

By _____
Village Clerk

Executed by the CONTRACTOR, this ____ day of _____, 2023.

SIMON ROOFING & SHEET METAL CORP.
1380 E. Highland Road
Macedonia, Ohio 44056

By _____
Stephen Manser, President

EXHIBIT “A”

DuPage County Prevailing Wage Rates posted on 8/15/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol							
ASBESTOS ABT-GEN	AII	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	AII	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	AII	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	AII	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	AII	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	AII	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	AII	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	AII	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	AII	BLD		35.92	38.72	1.5	1.5	2.0	2.0	13.60	24.04	3.20	0.83	0.00	14.04	28.07
ELECTRIC PWR EQMT OP	AII	ALL		49.22	67.16	1.5	1.5	2.0	2.0	7.00	13.79	0.00	1.47	1.48	0.00	0.00
ELECTRIC PWR GRNDMAN	AII	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	0.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	AII	ALL		59.17	67.16	1.5	1.5	2.0	2.0	7.00	16.57	0.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	AII	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	0.00	1.17	1.18	0.00	0.00
ELECTRICIAN	AII	BLD		45.45	49.70	1.5	1.5	2.0	2.0	13.90	27.89	7.13	1.20	0.00	18.13	36.23
ELEVATOR CONSTRUCTOR	AII	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	NE	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
GLAZIER	AII	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	AII	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	E	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
LABORER	AII	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	AII	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	AII	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	AII	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	AII	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00

DuPage County Prevailing Wage Rates posted on 8/15/2023

MATERIAL TESTER I	ALL	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	ALL	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	ALL	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
OPERATING ENGINEER	ALL	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	ALL	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	ALL	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	E	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
PAINTER	ALL	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	ALL	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	ALL	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	ALL	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	ALL	BLD		50.85	53.90	1.5	1.5	2.0	2.0	12.50	22.80	0.00	1.12	0.00	0.00	0.00
PLUMBER	ALL	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	ALL	BLD		49.00	54.00	1.5	1.5	2.0	2.0	11.83	15.56	0.00	0.99	0.00	0.00	0.00
SHEETMETAL WORKER	ALL	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	ALL	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00

DuPage County Prevailing Wage Rates posted on 8/15/2023

STEEL ERECTOR	E	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49	0.00	0.00	0.00
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
STONE MASON	AII	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	AII	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	AII	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	AII	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	AII	ALL	1	42.76	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	AII	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	AII	ALL	3	43.11	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	AII	ALL	4	43.31	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	AII	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain

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days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

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Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks;

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Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-

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Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch

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trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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EXHIBIT B
CONTRACT BOND

_____, as Principal, and
(Name of Contractor)
_____ as Surety are held
and firmly bound unto the Village of Villa Park in the penal sum of
_____ (\$_____), lawful money of the United
States, well and truly to be paid unto the Village of Villa Park, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, jointly to pay to Village of Villa Park this sum under the conditions of
this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the Village of Villa Park for the performance of work on the contract for which this bond is given and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including the payment of no less than the prevailing rate of wages as found by the Village of Villa Park pursuant to the Prevailing Wage Act (820 ILCS 130/1 *et seq.*), and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

The Principal and Sureties on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the Village of Villa Park will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the Village of Villa Park and the Principal has been made.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Villa Park and its Village Board harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

The Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof. The Principal and Surety shall be liable for any attorney's fees, engineering costs, or court costs incurred by the Village of Villa Park relative to claims made against this bond.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 2023 A.D.

PRINCIPAL

SURETY

(Name of Contractor)

By: _____
President

(Name of Surety)

By: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that
_____ of _____ and
(Name of Owner or Officer) (Name of Contractor)
_____ as _____ of _____
(Name of individual signing on behalf of Surety) (Office of individual signing on behalf of Surety)
(Name of Surety)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2023.

Notary Public

My commission expires _____, 20_____.

EXHIBIT C CONTRACTOR CERTIFICATIONS

The following certifications of the CONTRACTOR are each a material representation of fact upon which reliance is placed by the VILLAGE in entering into this AGREEMENT with the CONTRACTOR:

- 1.** The CONTRACTOR certifies that the CONTRACTOR, its shareholders holding more than five percent (5%) of the outstanding shares of the CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR in its efforts to comply with such Act and Rules and Regulations, the CONTRACTOR 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)** CONTRACTOR (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 CONTRACTOR will retain such certifications in its files.
- (9)** In the event of the CONTRACTOR'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S workplace.

- (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such 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 CONTRACTOR'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 D.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 D.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 CONTRACTOR.
 - 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 CONTRACTOR 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 CONTRACTOR shall review its records and promptly produce to the VILLAGE any records in the CONTRACTOR'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 CONTRACTOR 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.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the CONTRACTOR, this ____ day of _____, 2023.

SIMON ROOFING & SHEET METAL CORP.
1380 E. Highland Road
Macedonia, Ohio 44056

By _____
Stephen Manser, President



Synopsis

SYNOPSIS

The Parks Buildings and Grounds Department has identified the Fleet Roof as in need of restoration. The Fleet Facility metal roof is in good condition, but the membrane coating on the metal is over 15 years old, leaking, and beyond its useful life.

The Police Department roof has also been identified as in need of repairs. The roof is 20 years old and areas of the membrane have cracked and started to leak into the building.

The Village has worked with SR Products/Simon Roofing and Sheetmetal for roof evaluations and proposals to address these issues.

Staff recommends approving contracts with SR Products/Simon Roofing and Sheetmetal and Combined Roofing Services, LLC, through TIPS Cooperative Purchasing, for Roof Restorations at the Fleet Facility and Repairs at the Police Department Facility in an amount of \$126,550. Funds are budgeted in the Villages CY 2023 Building Fund, account numbers 67.502.02.401 and 67.502.02.402 for these projects.



Our Commitment to Excellence

PRESENTED TO:

**Mr. Brian Roche
Village of Villa Park IL**

PROJECT:

**POLICE DEPARTMENT
ROOF REPAIRS
40 ARDMORE AVE
VILLA PARK, IL 60181**



**VILLA PARK
ILLINOIS**

**SR PRODUCTS/SIMON ROOFING & SHEETMETAL
TIPS USA VENDOR
CATEGORY – JOB ORDER CONTRACTING
CONTRACT NUMBER: 21060302**

RESPECTFULLY SUBMITTED JULY 26, 2023
MICHAEL PERRY, HON. AIA; VP SALES
&
ERIC KORBAR, TERRITORY MANAGER
1380 E. HIGHLAND RD.
MACEDONIA, OH 44056
P: 331-452-0787 F: 330-998-6600

GENERAL CONDITIONS

1. **Insurance.** SR Products, a division of Simon Roofing and Sheet Metal Corp. ("Simon"), shall, at its expense, maintain insurance as follows:

Commercial General Liability	\$ 1,000,000.00	Occurrence
	\$ 2,000,000.00	General Aggregate / Products Aggregate
Automobile	\$ 1,000,000.00	Each Occurrence / Aggregate
Excess Liability	\$ 25,000,000.00	Occurrence / General Aggregate
Worker's Compensation	In accordance with applicable state law	

The aforementioned coverages apply to negligent acts committed solely by employees of Simon. All policy coverages are subject to the conditions, exclusions and limitations of each respective policy. Upon the Customer's request, the Customer shall be added to such insurance policy as an additional insured, as its interest may appear, and a certificate of insurance will be provided upon award of the contract. The Customer shall maintain broad form, all risk property and contents coverage, including liability coverage, on its land, building(s) and the building's contents, to the full insurable value thereof. Simon and the Customer waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 1 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Customer as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

2. **Acceptance.** This Proposal constitutes Simon's offer to the Customer and becomes a binding contract on the terms and conditions set forth herein upon the Customer's written acceptance or issuance of a Purchase Order.
3. **Contract Sum.** The cost for the Work includes all labor, material, equipment, insurance, taxes and supervision for the lump sum as stated herein ("Contract Sum"). Pricing shall be valid for thirty (30) days from the proposal date.
4. **Scope of Work.** Simon shall conduct roofing work at the Property in accordance with the Scope of Work as set forth in this Proposal ("Work"). Simon shall provide all labor, materials, equipment and tools necessary for the completion thereof, all in accordance with the terms and conditions set forth herein. Simon shall complete all Work in a workmanlike fashion and in accordance with standard practices. Although Simon tries to include as many items as it can within the Scope of Work, the dynamic and complex nature of roofing projects makes it simply not possible to anticipate every challenge or variable from the outset. Simon's Work does not include any item not explicitly stated in Simon's Scope of Work, including but not limited to: (i) testing for, inspecting, performing work related to, or otherwise determining the integrity or soundness of the structural components of roof, walls, floor, fixtures or other structure aspects on or around the premises (including but not limited to deteriorated roof decking, beams, wooden nailers, wet or damaged insulation, adding or removing roof penetrations, or additional fastening); (ii) detecting, testing for, removing or disposing of Hazardous Materials or other hazardous substances; (iii) inspecting or testing for the sanitary condition of the premises; (iv) inspecting for or testing the operating condition or safety of the Customer's equipment; (v) design, evaluation, sizing, maintenance or replacement of any roofing or flooring drains or drainage systems; (vi) any pre-existing conditions or equipment on the premises, such as protrusions or items on or around the premises including but not limited to electrical lines, gas lines, HVAC units (including any disconnects or reconnects), other mechanical equipment, curbs, duct work, skylights, lightning protection, communication systems, or cables (hereinafter "Pre-Existing Conditions"); (vii) any latent, hidden or unobservable conditions at the premises which may impact or affect the work; (viii) any electrical, excavation, plumbing, utility, design or engineering services; (ix) inside protection or monitoring, engineering or third party testing; (x) any changes made or progress delays caused by requirements or restrictions of the Customer, Customer's representative, building owner, or other contractors (including but not limited to safety or policy requirements exceeding OSHA requirements, security or screening requirements exceeding 10 minutes, or any restrictions regarding ideal set up area, number of days worked within a week, hours worked on certain weekdays or weekends, or use of certain equipment or materials); or (xi) any other alteration or deviation from the Work not explicitly stated in the Scope of Work (all such items hereinafter referred to as "Changes in the Work"). Unless otherwise explicitly stated in Simon's Scope of Work, any Pre-Existing Conditions that may need to be moved to allow for the proper completion of the Work shall be the sole responsibility of the Customer.
5. **Changes in the Work.** All Changes in the Work shall be considered additional work which shall be an extra charge over and above the Contract Sum set forth herein. Such Changes in the Work shall be charged, at the sole option of Simon, based upon one of the following methods (each a "Change Order Sum"): (i) time and material basis based upon Simon's then-current Time and Material Service List Pricing Sheet ("Price Sheet"); (ii) unit pricing if provided herein; or (iii) lump sum proposal as agreed upon by both parties. A 15% markup for overhead and 10% markup for profit, plus freight and handling, shall be added for any miscellaneous materials or labor not found in the Simon Price Sheet, including but not limited to rentals and subcontractor charges. Changes in the Work shall be executed only upon a written change order from the Customer ("Change Order"), provided however that should Simon elect to proceed without a written Change Order, the Customer agrees that the absence of a written Change Order shall not constitute a defense to Simon's right to be compensated for the extra work..
6. **Time for Performance.** The Work shall be scheduled as outlined in this Section 6 and shall be substantially completed within a reasonable amount of time, as extended by any Excusable Delay, defined below. For emergency repairs, the Work shall be scheduled as soon as possible, but in any event within twenty-four (24) hours of the date of acceptance of this Proposal or receipt of a Purchase Order from the Customer. For non-emergency repairs, the Work shall be scheduled within three (3) days of the date of acceptance of Proposal or as otherwise agreed upon by both parties. If the Work includes any type of roof tear-off, Simon Roofing shall not tear off any part of the roof or expose the inside of the building if the chance of precipitation is 30% or greater.
7. **Excusable Delays.** Simon shall not be liable for damages for delays in performance or failure to perform due to causes beyond the reasonable control and without the fault or negligence of Simon. Such causes may include, but are not limited to, inclement weather (which shall mean 30% or greater chance of precipitation, high winds, or snow, ice or water accumulations), war, riot, strike or walkout, embargo, fire, flood, tornado,

hurricane, other acts of God, shortages of materials or labor, delays caused by third parties or the Customer or any of its employees or agents, or any other occurrence or event beyond the reasonable control of Simon ("Excusable Delay"). Delays due to any Excusable Delay shall extend the time for completion of the Work. It is within Simon's sole discretion to determine whether the Work can be performed under weather conditions existing at the time of scheduled performance.

8. **Payment Terms.** Payment terms will be based upon project progress billing schedule*: Semi-monthly progress billings will be invoiced for the entire term of the contract. These billings are due with Net 30 days terms. **Percentage increment billing will be contingent upon job size, weather conditions, etc.*

Pricing of this subject project is based on the timely receipt of payments. If partial payments are made, they will be credited against oldest invoices, unless the instructions are provided by the customer to the contrary. The customer will be responsible for any additional collection expenses the contractor incurs in the efforts to obtain the payment of the past due balances. This may include (but not limited to) interest, collection fees, attorney fees and court costs.

9. **Pricing:** The Proposal Price listed included in this document is based upon the following assumptions:

- a. ☐ There is no Prevailing Wage or Certified Payroll Requirement for this project.
- b. ☐ Should the above assumptions change, the price will be adjusted by agreement of both parties.

10. **Bonding:** In the event that a Payment and Performance Bond and/or Maintenance Bond is required for this project, please note:

The Surety bonds to be provided for this Contract and/or proposal shall not cover any warranty obligations other than a one (1) year warranty that begins upon completion of the work performed. Any other warranties that may be provided shall be excluded from the Surety bonds.

11. **Customer Credit.** The Customer hereby authorizes Simon to investigate the Customer's credit, which may include but is not limited to, obtaining credit records, histories and reports from third party sources and consumer and/or corporate financial ratings or evaluations from third-party sources. The Customer expressly grants Simon authorization to take any other reasonable steps necessary in evaluating the Customer's credit history and ability to pay. Should Simon at any time deem the Customer's credit status or history to be unfavorable, Simon may terminate this Proposal without liability. The Customer expressly acknowledges that Simon's obligations under this Proposal or any other proposal or contract are contingent upon Simon's approval of the Customer's credit.

12. **Clean up.** Simon shall keep the Work area reasonably neat and free of rubbish and debris. Upon completion of the Work, Simon shall remove its tools and equipment and shall leave the work area in a "broom clean" condition.

13. **Application.** Certain products used in roofing or flooring applications, especially solvent-based materials, can emit odors that are sometimes strong. The Customer acknowledges that odors and emissions from products shall be released and noise shall be generated as part of the roofing and/or flooring process to be performed. In all instances, the Customer shall be responsible for indoor air quality, including assuring adequate ventilation for the Customer's facility and taking other steps to prevent fumes and odors from entering the building, such as controlling HVAC units, intake vents, wall vents, windows, doors, and other openings. In addition, Simon's presence or work on top of the roof may cause dust or debris to dislodge and/or release into the environment from the interior underside of the roof decking. The Customer shall be responsible for containing and protecting the interior contents from such dust and debris. The Customer shall hold harmless Simon against any and all loss, liability, demands, claims, suits, damages, causes of action and expenses of any kind or nature, including attorneys' fees and expenses incident thereto, caused by, relating to or arising out of fumes, odors or dust and debris that are emitted during the roofing and/or flooring process.

14. **Termination.** This Proposal may be terminated by Simon after twenty-four (24) hour written notice to the Customer in the event of (1) material breach of this Proposal by the Customer; (2) failure by the Customer to make payment under this Proposal for a period of ten (10) days after invoice due date; (3) unexpected extraordinary changes in the Work including, but not limited to, discovery of Hazardous Materials or unsafe working conditions; (4) unexpected material changes in the working conditions between the date of acceptance of this Proposal and the project commencement date. In the event of such a termination by Simon, Simon shall be entitled to recover from the Customer payment for all Work executed and for any and all loss with respect to materials, equipment, tools and machinery, including all overhead and profit applicable to the Work. Should Simon materially breach this Proposal, Simon shall have fifteen (15) business days to cure such default after the Customer provides written notice of such default to Simon. If Simon fails to cure the default within the specified time period, the Customer may terminate this Proposal after twenty-four (24) hour written notice to Simon. In the event of such a termination by the Customer, the Customer shall not be entitled to make any additional payments under this Proposal except such payments for all Work already executed.

15. **Environmental Compliance.** For purposes of these General Conditions, the term "Hazardous Material" means any substance or material defined by applicable state or federal laws as hazardous to health and regulated as such, including, without limitation, toxic mold or other mold that may be harmful or cause health concerns, lead, fungus, asbestos, hazardous chemicals, toxic gases and other like items or events. Except to the extent explicitly stated in the Scope of Work herein, Simon's Work does not include testing for, or abatement or remediation of Hazardous Materials. If Simon discovers Hazardous Materials on the Property, Simon shall stop Work in the affected area, report its discovery to the Customer at once, and suspend any further Work until 1) Simon and the Customer have mutually agreed that Simon shall remove the Hazardous Materials, or 2) the Customer has notified Simon, in writing, and Simon is sufficiently satisfied that the material has been determined not to be hazardous or has been removed or rendered non-hazardous. If the discovery of Hazardous Materials on the Property and/or the removal by Simon of such Hazardous Materials causes delay or additional cost to Simon, the time for completion shall be extended appropriately and the Contract Sum shall be increased in the amount of Simon's reasonable additional costs of shut-down, delay, start-up and removal. Simon assumes no responsibility or liability to the Customer for Hazardous Materials which may exist at the Property. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless Simon and its agents and employees from and against any and all loss, liability, demands, claims, suits, damages to property, injuries (including but not limited to death) to persons, fees (including but not limited to attorneys' fees), fines and penalties levied by governmental authorities, and all other causes of action and expenses of any kind or nature, arising out of or resulting from the presence of Hazardous Materials at or near the Property, to the extent such claims, damages, losses and expenses are not caused by the sole gross negligence or intentional misconduct of Simon.

16. **Indemnification.** Simon shall indemnify and hold harmless the Customer and its officers, shareholders and employees against all loss, liability, demands, claims, suits, damages, causes of action, injury (including death), compliance or remediation actions, fines or civil penalties and expenses of any kind or nature, including attorneys' fees and expenses incident thereto caused by or arising out of: a) failure of Simon to abide by any applicable local, state or federal laws or ordinances; or b) the negligence or misconduct of Simon or its employees, except to the extent caused by the negligence or misconduct of the Customer. The Customer shall indemnify and hold harmless Simon and its officers, shareholders and employees against all loss, liability, demands, claims, suits, damages, causes of action, injury (including death), compliance or remediation actions, fines or civil penalties and expenses of any kind or nature, including attorneys' fees and expenses incident thereto caused by or arising out of a) petroleum contamination; b) structural, design or engineering deficiencies of the premises or any fixtures or structures on or around the premises; c) any Pre-Existing Conditions or other latent, hidden or unobservable conditions on or around the premises; d) failure of Customer to abide by any applicable local, state or federal laws or ordinances; or e) any acts or omissions of the Customer or its employees, contractors, agents or invitees, except to the extent caused by the negligence or misconduct of Simon. When applicable, the Customer shall indemnify and hold harmless Simon and its officers, shareholders and employees against all loss, liability, demands, claims, suits, damages causes of action and expenses of any kind or nature, including attorney's fees and expenses incident thereto for and against injuries (including death) to persons or property caused by or arising out of fire or explosion from or in connection with gasoline dispensation equipment or facilities (including areas adjacent thereto). Further, the Customer hereby represents to Simon that the Customer's gasoline dispensation equipment and its facilities and equipment are in good working order, are not subject to any condition or defect that could or may cause leakage, and/or fire or explosion, have been recently tested by applicable local authorities, are in compliance with all federal, state and local laws and regulations, and are not presently affected by or subject to any condition, conditions, or circumstance that may lead to increased risk of fire or explosion.
17. **Warranty.** Upon full and final payment to Simon of the Contract Sum and if applicable Change Order Sum, a Superior Performance Warranty will be issued to the Customer for the Work for the time period as specified in the Scope of Work. The Superior Performance Warranty shall be the sole and exclusive warranty for the Work and shall be subject to the terms, conditions and limitations as stated therein.
18. **Governing Law and Jurisdiction.** This Proposal shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to conflict of laws principles. All disputes arising out of or otherwise relating to any transaction or activity to which this Proposal relates shall be subject to the exclusive jurisdiction and venue of Mahoning County, Ohio, and the Customer consents to the personal and exclusive jurisdiction and venue of these courts.
19. **Entire Agreement.** This Proposal represents the entire and integrated agreement between Simon and the Customer and supersedes all negotiations, proposals and agreements. No oral agreements have been made other than set forth in this Proposal, and the customer acknowledges that no representations or warranties of any kind or nature not specifically set forth herein have been made. Except as otherwise provided in Section 5 herein, neither this Proposal nor the Work can be modified or changed in any way other than by a writing signed by Simon and the Customer, and any attempted oral modifications of this Proposal or the Work shall be void and of no force and effect. The parties hereby object to and reject the terms and conditions of any acknowledgement, order acceptance, or purchase order which are inconsistent with or in addition to the general conditions of this Proposal.
20. **Attorneys' Fees.** In any action in law or in equity, including an action for declaratory relief, brought to enforce or interpret the provisions of this Proposal, the prevailing party shall be entitled to reasonable attorneys' fees which the court may set in the same or in a separate action brought for that purpose, in addition to any other available relief.
21. **Independent Contractor.** Both parties acknowledge and agree that Simon is acting under this Proposal solely as an independent contractor, and not as a partner, joint venture or employee of the Customer and neither party shall have any authority to act for or bind or obligate the other in any manner whatsoever, except to the extent specifically set forth herein or as may hereafter be specifically authorized in writing by both parties.
22. **Limitation of Liability.** Notwithstanding anything in this Proposal to the contrary, in no event shall Simon be liable to the Customer or any of its employees, agents, subsidiaries, or any other third party for any consequential, punitive or liquidated damages arising out of or resulting from Simon's performance under this Proposal.
23. **Miscellaneous.** If any term, covenant, condition or provision of this Proposal are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Proposal shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The failure of either party at any time to enforce any right or remedy available to it under this Proposal with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. This Proposal may not be delegated or assigned by either party without the other party's written consent and any purported delegation of duties or assignment of rights by either party under this Proposal is void unless the delegating party has obtained the other party's prior written consent. All causes of action which either party may have against the other as a result of breach of any term or condition, representation or warranty of this Proposal shall survive any expiration or termination of this Proposal. Simon and the Customer agree that this Proposal is to be binding upon their respective successors, permitted assigns, heirs, executors and administrators.

24. **Scope of Work:**

The areas of work are defined as the 85 lineal feet perimeter south wall, NE corner approximately 50 feet and around 2 roof drains in the center of the roof , encompassing approximately 650 square feet.

1. Carefully peel back isolated garden overburden component items to expose the underlying membrane surface.
2. Clean the membrane to allow for a suitable repair substrate.
3. Overlay membrane defects found with new membrane materials and install new uniform, fabric reinforced Wite Brite assembly materials extending from the field membrane up onto the perimeter wall flashing.
4. Carefully restore disturbed overburden components back into place with the inclusion of Root Stop HD and standard drainage course.
5. The existing insulation and extensive media is figured to be salvageable and will be re-used – no new items included at this time.



SIMON ROOFING
A M E R I C A L O O K S U P T O U S
Since 1900

Village of Villa Park Police Roof Repairs
40 Ardmore Ave
Villa Park , IL 60181
Attn: Brian Roche

Simon Roofing & Sheet Metal
TIPS USA Vendor
Category – Labor and Materials
Contract Number: 21060302

PROPOSAL :

All materials and labor per scope of work.....\$19,900.00

**THIS AGREEMENT IS ENTERED INTO AS OF THIS DAY AND YEAR AND IS EXECUTED
IN TWO ORIGINAL COPIES OF WHICH ONE IS TO BE DELIVERED TO THE OWNER AND
THE OTHER TO SIMON ROOFING. THE PRICE ON THIS BID DOCUMENT IS VALID FOR 30
DAYS.**

OWNER / OFFICER SIGNATURE

SIMON ROOFING

Signature *Date*

Signature *Date*

Printed Name and Title

Michael Perry, Hon. AIA - President
Printed Name and Title

Client: Brian Roche
Superintendent of Parks, Buildings and Grounds
Village of Villa Park

Location: 40 Ardmore Ave
Villa Park, Illinois 60181

Date: 05/16/2023

Representative: Eric Korbar
3S529 Curtis Ave
Warrenville, Illinois 60555
SR Products Solutions
Group





Evaluation Report

May 16, 2023

Village of Villa Park
Attn: Brian Roche
40 Ardmore Ave
Villa Park, IL 60181

Mr. Roche,

Pursuant to your request, I inspected the roof system at 40 Ardmore Ave. The purpose of this inspection was to gather information on the overall status of roof section A, while formulating a course of action that will provide the best solutions, including options. This report is based upon the findings of my initial examination, and includes the following:

1. Architectural Drawings
2. Photographs
3. Summary
4. Conditions & Recommendations
5. Roof Budget Estimates
6. Comparisons of Roof Systems

Thank you for allowing SR Products this opportunity to serve you. We hope to be favored with your valued business. Should you have any further questions regarding this report, please do not hesitate to call me for clarification.

Respectfully,
Eric Korbar

Eric Korbar
SR Products Solutions Group
331-452-0787



SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

Evaluation Report

Drawing:

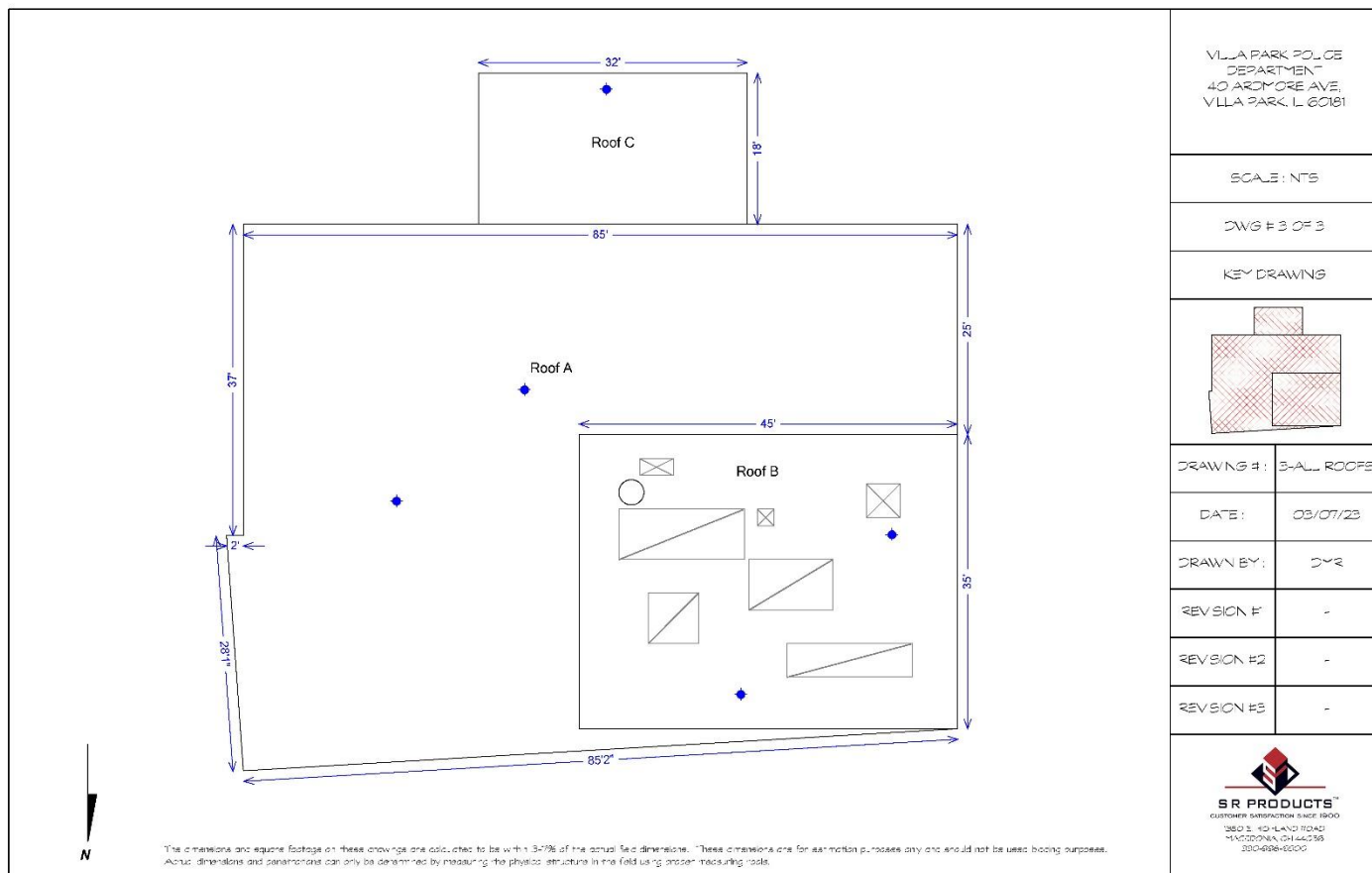
VILLA PARK POLICE DEPARTMENT 40 ARDMORE AVE, VILLA PARK, IL 60181					VILLA PARK POLICE DEPARTMENT 40 ARDMORE AVE, VILLA PARK, IL 60181	
TABLE OF CONTENTS			LEGEND			
PAGE #	DRAWING NUMBER	AREA	WALL TYPE	SYMBOL TYPE		
PAGE 1	1 - TITLE PAGE		☐ FLAT ROOF	☒ CURB (HVAC)		
PAGE 2	2-IMAGES			☒ CURB		
PAGE 3	3-ALL ROOFS	5,917 sq. ft.		☐ STACK		
The dimensions and square footage on these drawings are calculated to be within 3-7% of the actual field dimensions. These dimensions are for estimation purposes only and should not be used bidding purposes. Actual dimensions and penetrations can only be determined by measuring the physical structure in the field using proper measuring tools.						
 SR PRODUCTS™ CUSTOMER SATISFACTION SINCE 1900 1380 S. HIGHLAND ROAD MADISON, OH 44058 330-228-8500						
DRAWING # :		1-TITLE PAGE				
DATE :		03/07/23				
DRAWN BY :		DMR				
REVISION #1		-				
REVISION #2		-				
REVISION #3		-				

Drawing:

 04/03/2021 © All EagleView Technology Corporation	 04/03/2021 © All EagleView Technology Corporation	VILLA PARK POLICE DEPARTMENT 40 ARDMORE AVE. VILLA PARK, IL 60181 SCALE : NTS DWG # 2 OF 3 KEY DRAWING												
 04/02/2021 © All EagleView Technology Corporation	 04/03/2021 © All EagleView Technology Corporation	<table><tr><td>DRAWING # :</td><td>2-IMAGES</td></tr><tr><td>DATE :</td><td>03/07/23</td></tr><tr><td>DRAWN BY :</td><td>DMR</td></tr><tr><td>REVISION #1</td><td>-</td></tr><tr><td>REVISION #2</td><td>-</td></tr><tr><td>REVISION #3</td><td>-</td></tr></table>  SR PRODUCTS™ CUSTOMER SATISFACTION SINCE 1900 1380 S. HIGHLAND ROAD MACEDONIA, OH 44056 330-698-6500	DRAWING # :	2-IMAGES	DATE :	03/07/23	DRAWN BY :	DMR	REVISION #1	-	REVISION #2	-	REVISION #3	-
DRAWING # :	2-IMAGES													
DATE :	03/07/23													
DRAWN BY :	DMR													
REVISION #1	-													
REVISION #2	-													
REVISION #3	-													

Aerial Photo:







Takeoff Record - 3-ALL ROOFS

Name	Area	Length	Count
Group 1			
☒ Roof A			
Flat Roof (Dig)	3766.00	388.00	9
☒ Drain (Existing)			2
☒ Roof B			
Flat Roof (Dig)	1575.00	160.00	4
☒ Curb	54.00	36.00	3
☒ Curb (HVAC)	204.00	136.00	4
☒ Stack	15.00	10.00	1
☒ Drain (Existing)			2
☒ Roof C			
Flat Roof (Dig)	576.00	100.00	4
☒ Drain (Existing)			1



SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

Evaluation Report

Roof Plan indicating Repair Area: (Affected area approximately 600 sq. ft.)

Shaded areas indicate approximate area of work.



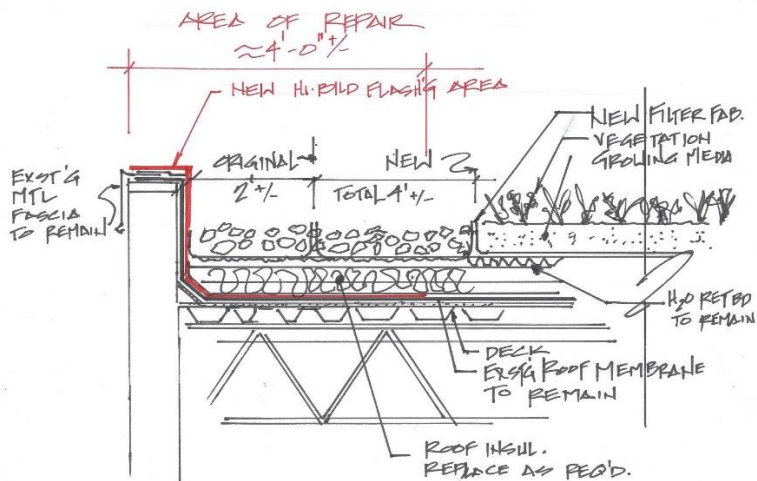


SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

Evaluation Report

SCOPE OF WORK: see area of work above and “Detail A” below.

1. Remove gravel ballast and store for reinstallation. Additional ballast will be required.
2. Pull back and remove filter fabric approximately 6' onto vegetated area to expose repair area.
3. Remove rigid insulation and store for reuse. Add additional insulation as required, match existing.
4. Clean and prep existing EPDM roof membrane.
5. Install Wite Brite-poly-WiteBrite flashing per manufacturers recommendation.
6. Flashing shall extend approximately 4' onto roof, up the parapet wall and top of gravel stop. Flashing shall terminate below coping where applicable.
7. Replace insulation.
8. Install new filter/Drainage fabric below roof insulation and gravel ballast.



DETAIL A:

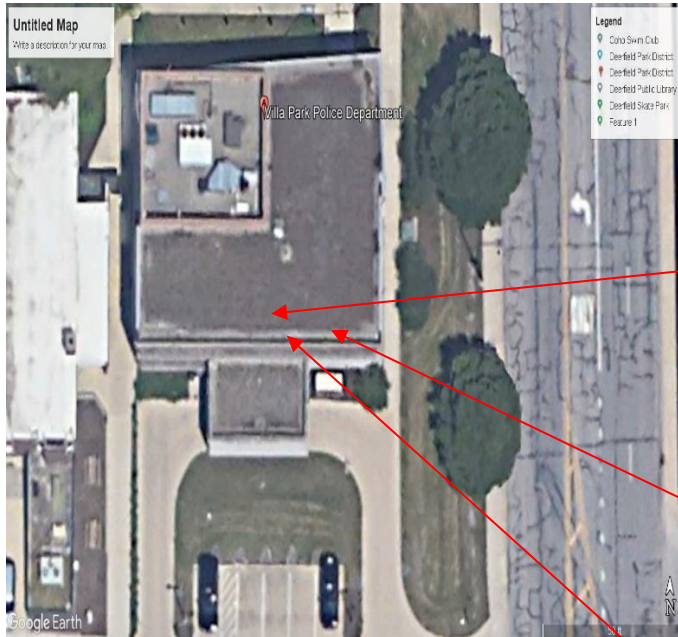
H.T.S.



SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

Evaluation Report

Roof Overview:



Overview Photos



Note:

Flashing membrane along parapet wall (south side of roof A)

Splits in flashing allow water into the roof assembly and offices below. This area is to be repaired utilizing pressure released rubber self-adhered membrane.



SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

Evaluation Report

Roof Overview:



Overview Photos



Note:

These photos show previous repairs that failed on parapet wall mentation on page 8.



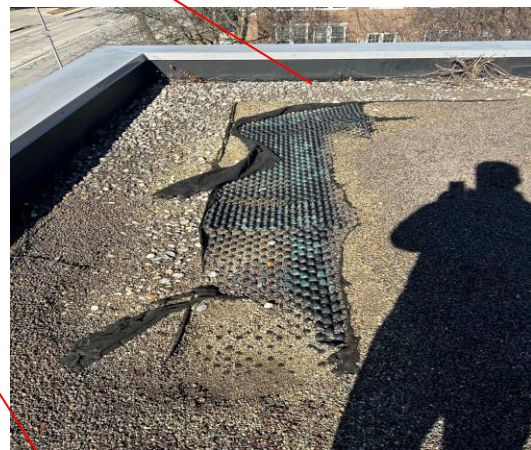
SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

Evaluation Report

Roof Overview:



Overview Photos



Note:

Top photo: shows general condition of vegetative roof.

Middle photo: shows detection of wind scouer and damage associated with run offs.

Bottom photo: represents condition of gravel ballast at the perimeter of the roof. Vegetation should not be allow to grow in this area.



SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

Evaluation Report

Roof Overview:



Overview Photos



Note:

Top photo; shows vegetation which is harmful to the roof assembly and has been allowed to propagate through the roof and should be removed to prevent degradation.

Middle photo; show a lack of ballast gravel exposing the insulation and fabric.

Bottom photo; show vegetation growing to closely to the internal roof drains



SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

Evaluation Report

Approximate Square Feet	Section A&B (5,340 sq. feet)
Approximate Age of the Roof System	20+ years old
Repair Warranty	N/A
Maintenance Agreement	None (see attached PM Proposal)
Existing Issues	Various leaks reported at perimeter

Summary

1) Analysis	2) Type	3) Condition	4) Description
Field of Roof	Vegetative EPDM	Fair to Poor	Several leaks have been reported at the perimeter of roof on the South side.
Flashings	EPDM flashing	Poor	Exposed Flashing show signs of wear and starting to deteriorate. Temporary repairs were made 5/12/23
Perimeter	Edge Metal/Coping and drip edge	Fair	The edge metal/coping is in fair condition.
Slope	1/4" - 1/2"	Fair	No signs of ponding water. Roof section has 2 internal roof drains
Deck	Metal	Fair	Decking appeared to be in good condition where visible from below
Insulation	Polystyrene 6"	Good	Insulation was in good condition and can be reinstalled when permanent repairs are made.

Conditions

The overall condition of the vegetative roof on “Section A” is in fair condition. There are splits and open seams that have caused leaks and attempted failed repairs to the EPDM flashing on the south side of the building. The flashings at South side of the building are in very poor condition. There is vegetation (shrubs) that are harmful to the roof membrane all along the parapet walls that has caused damage to the waterproof integrity of the roof assembly. There is also vegetation near the two internal roof drains which prevents proper drainage. The Northeast corner of the building has tenting of the membrane and ballast gravel, growing media and vegetation that has shifted away leaving the drainage/water retention layer exposed and susceptible to wind blow off. The metal flashing is in good condition.

Recommendations

Based on the current roof condition, and the intended long-term use of this facility, we would recommend repairing the South side flashing detail, and the North and Northeast corners. This work would consist of pulling back the vegetative roof components approximately 4 feet, repairing the flashing with a fluid applied flashing membrane allowing for tie-in to the existing field of the roof using SR Wite Brite- poly- Wite Brite flashing and coating. The areas around the 2 internal should have vegetation removed and the ballast gravel should be pulled back to inspect, clean and repair the drains as needed. The vegetation that has migrated into the gravel drainage area, within 2 feet of the parapet walls, should be permanently removed. All vegetated roof components should be reused where possible or replaced. Additional gravel ballast should be added as needed. Gravel drainage area will be increased to 4’ to allow for access to repaired roof area.

Additional consideration should be given to the intention of the original green roof, the performance and the routine maintenance that is associated with this type of system. Budget are included for roof replacement with 2 ply APP roof membrane as well as a new vegetated roof over a modified roof membrane.

Budget Numbers

<u>BUDGET TABLE/ ROOF SECTIONS</u>	Approx. Sq. Ft.	Preventative Maintenance	Permanent Roof Repair with liquid flashing and reinforcement	Roof Replacement with Mineral Surfaced Modified	Roof Replacement with Vegetated roof
Roof A&B	5,341	\$2,000.00 min. At parapet wall leaks	NA	\$150K-\$175K	\$290K-\$315K
Walls and drain area only	Repair area: Approx 600 sq ft	NA	\$24K-\$30K	NA	NA

Warranties for the above systems:

- **Roof Repair : Contractor warranty** (2 yr.)
- **Roof Replacement with Mineral Surface Modified** (20 yr.)
- **Roof Replacement with Vegetated roof** (20 yr.)

Note: Upon budget approval, SR Products shall prepare construction documents that will include detailed drawings and specifications. Upon the preparation of these documents, SR Products shall set up a pre-bid to solicit competitive bids from three or more qualified contractors. We will then help with contractor selection and bid verification as needed.

Note: Either the repair and or the replacement options for this project may be completed utilizing TIPS-USA Purchasing cooperative. Per your direction we will prepare a fixed price project proposal along with pricing verification via R.S. Means Construction Estimating data as required by your procurement guidelines.

Note: The budget numbers for replacement are for estimating purposes only. Upon selection of the roofing contractor we will set up a preconstruction meeting with the owner's representative, the roofing contractor and all of the subs that are required to complete the project. We will set up a construction schedule and help monitor the project during the construction process. We will make sure that all the work is complete and provide a punch list for any items that need to be completed. Upon completion of the punch items, warranties will be issued.



Our Commitment to Excellence

PRESENTED TO:

**Mr. Brian Roche
Village of Villa Park IL**

PROJECT:

**FLEET GARAGE
ROOF RESTORATIONS
104 W. HOME
VILLA PARK, IL 60181**



**VILLA PARK
ILLINOIS**

**SR PRODUCTS/SIMON ROOFING & SHEETMETAL
TIPS USA VENDOR
CATEGORY – JOB ORDER CONTRACTING
CONTRACT NUMBER: 21060302**

RESPECTFULLY SUBMITTED JULY 27, 2023
MICHAEL PERRY, HON. AIA; VP SALES
&
ERIC KORBAR, TERRITORY MANAGER
1380 E. HIGHLAND RD.
MACEDONIA, OH 44056
P: 331-452-0787 F: 330-998-6600

GENERAL CONDITIONS

1. **Insurance.** SR Products, a division of Simon Roofing and Sheet Metal Corp. ("Simon"), shall, at its expense, maintain insurance as follows:

Commercial General Liability	\$ 1,000,000.00	Occurrence
	\$ 2,000,000.00	General Aggregate / Products Aggregate
Automobile	\$ 1,000,000.00	Each Occurrence / Aggregate
Excess Liability	\$ 25,000,000.00	Occurrence / General Aggregate
Worker's Compensation	In accordance with applicable state law	

The aforementioned coverages apply to negligent acts committed solely by employees of Simon. All policy coverages are subject to the conditions, exclusions and limitations of each respective policy. Upon the Customer's request, the Customer shall be added to such insurance policy as an additional insured, as its interest may appear, and a certificate of insurance will be provided upon award of the contract. The Customer shall maintain broad form, all risk property and contents coverage, including liability coverage, on its land, building(s) and the building's contents, to the full insurable value thereof. Simon and the Customer waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 1 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Customer as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

2. **Acceptance.** This Proposal constitutes Simon's offer to the Customer and becomes a binding contract on the terms and conditions set forth herein upon the Customer's written acceptance or issuance of a Purchase Order.
3. **Contract Sum.** The cost for the Work includes all labor, material, equipment, insurance, taxes and supervision for the lump sum as stated herein ("Contract Sum"). Pricing shall be valid for thirty (30) days from the proposal date.
4. **Scope of Work.** Simon shall conduct roofing work at the Property in accordance with the Scope of Work as set forth in this Proposal ("Work"). Simon shall provide all labor, materials, equipment and tools necessary for the completion thereof, all in accordance with the terms and conditions set forth herein. Simon shall complete all Work in a workmanlike fashion and in accordance with standard practices. Although Simon tries to include as many items as it can within the Scope of Work, the dynamic and complex nature of roofing projects makes it simply not possible to anticipate every challenge or variable from the outset. Simon's Work does not include any item not explicitly stated in Simon's Scope of Work, including but not limited to: (i) testing for, inspecting, performing work related to, or otherwise determining the integrity or soundness of the structural components of roof, walls, floor, fixtures or other structure aspects on or around the premises (including but not limited to deteriorated roof decking, beams, wooden nailers, wet or damaged insulation, adding or removing roof penetrations, or additional fastening); (ii) detecting, testing for, removing or disposing of Hazardous Materials or other hazardous substances; (iii) inspecting or testing for the sanitary condition of the premises; (iv) inspecting for or testing the operating condition or safety of the Customer's equipment; (v) design, evaluation, sizing, maintenance or replacement of any roofing or flooring drains or drainage systems; (vi) any pre-existing conditions or equipment on the premises, such as protrusions or items on or around the premises including but not limited to electrical lines, gas lines, HVAC units (including any disconnects or reconnects), other mechanical equipment, curbs, duct work, skylights, lightning protection, communication systems, or cables (hereinafter "Pre-Existing Conditions"); (vii) any latent, hidden or unobservable conditions at the premises which may impact or affect the work; (viii) any electrical, excavation, plumbing, utility, design or engineering services; (ix) inside protection or monitoring, engineering or third party testing; (x) any changes made or progress delays caused by requirements or restrictions of the Customer, Customer's representative, building owner, or other contractors (including but not limited to safety or policy requirements exceeding OSHA requirements, security or screening requirements exceeding 10 minutes, or any restrictions regarding ideal set up area, number of days worked within a week, hours worked on certain weekdays or weekends, or use of certain equipment or materials); or (xi) any other alteration or deviation from the Work not explicitly stated in the Scope of Work (all such items hereinafter referred to as "Changes in the Work"). Unless otherwise explicitly stated in Simon's Scope of Work, any Pre-Existing Conditions that may need to be moved to allow for the proper completion of the Work shall be the sole responsibility of the Customer.
5. **Changes in the Work.** All Changes in the Work shall be considered additional work which shall be an extra charge over and above the Contract Sum set forth herein. Such Changes in the Work shall be charged, at the sole option of Simon, based upon one of the following methods (each a "Change Order Sum"): (i) time and material basis based upon Simon's then-current Time and Material Service List Pricing Sheet ("Price Sheet"); (ii) unit pricing if provided herein; or (iii) lump sum proposal as agreed upon by both parties. A 15% markup for overhead and 10% markup for profit, plus freight and handling, shall be added for any miscellaneous materials or labor not found in the Simon Price Sheet, including but not limited to rentals and subcontractor charges. Changes in the Work shall be executed only upon a written change order from the Customer ("Change Order"), provided however that should Simon elect to proceed without a written Change Order, the Customer agrees that the absence of a written Change Order shall not constitute a defense to Simon's right to be compensated for the extra work..
6. **Time for Performance.** The Work shall be scheduled as outlined in this Section 6 and shall be substantially completed within a reasonable amount of time, as extended by any Excusable Delay, defined below. For emergency repairs, the Work shall be scheduled as soon as possible, but in any event within twenty-four (24) hours of the date of acceptance of this Proposal or receipt of a Purchase Order from the Customer. For non-emergency repairs, the Work shall be scheduled within three (3) days of the date of acceptance of Proposal or as otherwise agreed upon by both parties. If the Work includes any type of roof tear-off, Simon Roofing shall not tear off any part of the roof or expose the inside of the building if the chance of precipitation is 30% or greater.
7. **Excusable Delays.** Simon shall not be liable for damages for delays in performance or failure to perform due to causes beyond the reasonable control and without the fault or negligence of Simon. Such causes may include, but are not limited to, inclement weather (which shall mean 30% or greater chance of precipitation, high winds, or snow, ice or water accumulations), war, riot, strike or walkout, embargo, fire, flood, tornado,

hurricane, other acts of God, shortages of materials or labor, delays caused by third parties or the Customer or any of its employees or agents, or any other occurrence or event beyond the reasonable control of Simon ("Excusable Delay"). Delays due to any Excusable Delay shall extend the time for completion of the Work. It is within Simon's sole discretion to determine whether the Work can be performed under weather conditions existing at the time of scheduled performance.

8. **Payment Terms.** Payment terms will be based upon project progress billing schedule*: Semi-monthly progress billings will be invoiced for the entire term of the contract. These billings are due with Net 30 days terms. **Percentage increment billing will be contingent upon job size, weather conditions, etc.*

Pricing of this subject project is based on the timely receipt of payments. If partial payments are made, they will be credited against oldest invoices, unless the instructions are provided by the customer to the contrary. The customer will be responsible for any additional collection expenses the contractor incurs in the efforts to obtain the payment of the past due balances. This may include (but not limited to) interest, collection fees, attorney fees and court costs.

9. **Pricing:** The Proposal Price listed included in this document is based upon the following assumptions:

- a. ☐ There is no Prevailing Wage or Certified Payroll Requirement for this project.
- b. ☐ Should the above assumptions change, the price will be adjusted by agreement of both parties.

10. **Bonding:** In the event that a Payment and Performance Bond and/or Maintenance Bond is required for this project, please note:

The Surety bonds to be provided for this Contract and/or proposal shall not cover any warranty obligations other than a one (1) year warranty that begins upon completion of the work performed. Any other warranties that may be provided shall be excluded from the Surety bonds.

11. **Customer Credit.** The Customer hereby authorizes Simon to investigate the Customer's credit, which may include but is not limited to, obtaining credit records, histories and reports from third party sources and consumer and/or corporate financial ratings or evaluations from third-party sources. The Customer expressly grants Simon authorization to take any other reasonable steps necessary in evaluating the Customer's credit history and ability to pay. Should Simon at any time deem the Customer's credit status or history to be unfavorable, Simon may terminate this Proposal without liability. The Customer expressly acknowledges that Simon's obligations under this Proposal or any other proposal or contract are contingent upon Simon's approval of the Customer's credit.

12. **Clean up.** Simon shall keep the Work area reasonably neat and free of rubbish and debris. Upon completion of the Work, Simon shall remove its tools and equipment and shall leave the work area in a "broom clean" condition.

13. **Application.** Certain products used in roofing or flooring applications, especially solvent-based materials, can emit odors that are sometimes strong. The Customer acknowledges that odors and emissions from products shall be released and noise shall be generated as part of the roofing and/or flooring process to be performed. In all instances, the Customer shall be responsible for indoor air quality, including assuring adequate ventilation for the Customer's facility and taking other steps to prevent fumes and odors from entering the building, such as controlling HVAC units, intake vents, wall vents, windows, doors, and other openings. In addition, Simon's presence or work on top of the roof may cause dust or debris to dislodge and/or release into the environment from the interior underside of the roof decking. The Customer shall be responsible for containing and protecting the interior contents from such dust and debris. The Customer shall hold harmless Simon against any and all loss, liability, demands, claims, suits, damages, causes of action and expenses of any kind or nature, including attorneys' fees and expenses incident thereto, caused by, relating to or arising out of fumes, odors or dust and debris that are emitted during the roofing and/or flooring process.

14. **Termination.** This Proposal may be terminated by Simon after twenty-four (24) hour written notice to the Customer in the event of (1) material breach of this Proposal by the Customer; (2) failure by the Customer to make payment under this Proposal for a period of ten (10) days after invoice due date; (3) unexpected extraordinary changes in the Work including, but not limited to, discovery of Hazardous Materials or unsafe working conditions; (4) unexpected material changes in the working conditions between the date of acceptance of this Proposal and the project commencement date. In the event of such a termination by Simon, Simon shall be entitled to recover from the Customer payment for all Work executed and for any and all loss with respect to materials, equipment, tools and machinery, including all overhead and profit applicable to the Work. Should Simon materially breach this Proposal, Simon shall have fifteen (15) business days to cure such default after the Customer provides written notice of such default to Simon. If Simon fails to cure the default within the specified time period, the Customer may terminate this Proposal after twenty-four (24) hour written notice to Simon. In the event of such a termination by the Customer, the Customer shall not be entitled to make any additional payments under this Proposal except such payments for all Work already executed.

15. **Environmental Compliance.** For purposes of these General Conditions, the term "Hazardous Material" means any substance or material defined by applicable state or federal laws as hazardous to health and regulated as such, including, without limitation, toxic mold or other mold that may be harmful or cause health concerns, lead, fungus, asbestos, hazardous chemicals, toxic gases and other like items or events. Except to the extent explicitly stated in the Scope of Work herein, Simon's Work does not include testing for, or abatement or remediation of Hazardous Materials. If Simon discovers Hazardous Materials on the Property, Simon shall stop Work in the affected area, report its discovery to the Customer at once, and suspend any further Work until 1) Simon and the Customer have mutually agreed that Simon shall remove the Hazardous Materials, or 2) the Customer has notified Simon, in writing, and Simon is sufficiently satisfied that the material has been determined not to be hazardous or has been removed or rendered non-hazardous. If the discovery of Hazardous Materials on the Property and/or the removal by Simon of such Hazardous Materials causes delay or additional cost to Simon, the time for completion shall be extended appropriately and the Contract Sum shall be increased in the amount of Simon's reasonable additional costs of shut-down, delay, start-up and removal. Simon assumes no responsibility or liability to the Customer for Hazardous Materials which may exist at the Property. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless Simon and its agents and employees from and against any and all loss, liability, demands, claims, suits, damages to property, injuries (including but not limited to death) to persons, fees (including but not limited to attorneys' fees), fines and penalties levied by governmental authorities, and all other causes of action and expenses of any kind or nature, arising out of or resulting from the presence of Hazardous Materials at or near the Property, to the extent such claims, damages, losses and expenses are not caused by the sole gross negligence or intentional misconduct of Simon.

16. **Indemnification.** Simon shall indemnify and hold harmless the Customer and its officers, shareholders and employees against all loss, liability, demands, claims, suits, damages, causes of action, injury (including death), compliance or remediation actions, fines or civil penalties and expenses of any kind or nature, including attorneys' fees and expenses incident thereto caused by or arising out of: a) failure of Simon to abide by any applicable local, state or federal laws or ordinances; or b) the negligence or misconduct of Simon or its employees, except to the extent caused by the negligence or misconduct of the Customer. The Customer shall indemnify and hold harmless Simon and its officers, shareholders and employees against all loss, liability, demands, claims, suits, damages, causes of action, injury (including death), compliance or remediation actions, fines or civil penalties and expenses of any kind or nature, including attorneys' fees and expenses incident thereto caused by or arising out of a) petroleum contamination; b) structural, design or engineering deficiencies of the premises or any fixtures or structures on or around the premises; c) any Pre-Existing Conditions or other latent, hidden or unobservable conditions on or around the premises; d) failure of Customer to abide by any applicable local, state or federal laws or ordinances; or e) any acts or omissions of the Customer or its employees, contractors, agents or invitees, except to the extent caused by the negligence or misconduct of Simon. When applicable, the Customer shall indemnify and hold harmless Simon and its officers, shareholders and employees against all loss, liability, demands, claims, suits, damages causes of action and expenses of any kind or nature, including attorney's fees and expenses incident thereto for and against injuries (including death) to persons or property caused by or arising out of fire or explosion from or in connection with gasoline dispensation equipment or facilities (including areas adjacent thereto). Further, the Customer hereby represents to Simon that the Customer's gasoline dispensation equipment and its facilities and equipment are in good working order, are not subject to any condition or defect that could or may cause leakage, and/or fire or explosion, have been recently tested by applicable local authorities, are in compliance with all federal, state and local laws and regulations, and are not presently affected by or subject to any condition, conditions, or circumstance that may lead to increased risk of fire or explosion.
17. **Warranty.** Upon full and final payment to Simon of the Contract Sum and if applicable Change Order Sum, a Superior Performance Warranty will be issued to the Customer for the Work for the time period as specified in the Scope of Work. The Superior Performance Warranty shall be the sole and exclusive warranty for the Work and shall be subject to the terms, conditions and limitations as stated therein.
18. **Governing Law and Jurisdiction.** This Proposal shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to conflict of laws principles. All disputes arising out of or otherwise relating to any transaction or activity to which this Proposal relates shall be subject to the exclusive jurisdiction and venue of Mahoning County, Ohio, and the Customer consents to the personal and exclusive jurisdiction and venue of these courts.
19. **Entire Agreement.** This Proposal represents the entire and integrated agreement between Simon and the Customer and supersedes all negotiations, proposals and agreements. No oral agreements have been made other than set forth in this Proposal, and the customer acknowledges that no representations or warranties of any kind or nature not specifically set forth herein have been made. Except as otherwise provided in Section 5 herein, neither this Proposal nor the Work can be modified or changed in any way other than by a writing signed by Simon and the Customer, and any attempted oral modifications of this Proposal or the Work shall be void and of no force and effect. The parties hereby object to and reject the terms and conditions of any acknowledgement, order acceptance, or purchase order which are inconsistent with or in addition to the general conditions of this Proposal.
20. **Attorneys' Fees.** In any action in law or in equity, including an action for declaratory relief, brought to enforce or interpret the provisions of this Proposal, the prevailing party shall be entitled to reasonable attorneys' fees which the court may set in the same or in a separate action brought for that purpose, in addition to any other available relief.
21. **Independent Contractor.** Both parties acknowledge and agree that Simon is acting under this Proposal solely as an independent contractor, and not as a partner, joint venture or employee of the Customer and neither party shall have any authority to act for or bind or obligate the other in any manner whatsoever, except to the extent specifically set forth herein or as may hereafter be specifically authorized in writing by both parties.
22. **Limitation of Liability.** Notwithstanding anything in this Proposal to the contrary, in no event shall Simon be liable to the Customer or any of its employees, agents, subsidiaries, or any other third party for any consequential, punitive or liquidated damages arising out of or resulting from Simon's performance under this Proposal.
23. **Miscellaneous.** If any term, covenant, condition or provision of this Proposal are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Proposal shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The failure of either party at any time to enforce any right or remedy available to it under this Proposal with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. This Proposal may not be delegated or assigned by either party without the other party's written consent and any purported delegation of duties or assignment of rights by either party under this Proposal is void unless the delegating party has obtained the other party's prior written consent. All causes of action which either party may have against the other as a result of breach of any term or condition, representation or warranty of this Proposal shall survive any expiration or termination of this Proposal. Simon and the Customer agree that this Proposal is to be binding upon their respective successors, permitted assigns, heirs, executors and administrators.

24. **Scope of Work:**

Fleet Garage Roof:

1. Set up perimeter safety lines along the rooftop and designated ground staging area.
2. Carefully clean the roof surface to provide a suitable coating substrate.
3. Detail all flashing conditions with Wite Brite mastic and poly fabric where applicable to provide watertight transitions.
4. Existing fastener locations will be checked, replaced and sealed as part of the detailing process.
5. Install a uniform application of WB primer.
6. Install a uniform base layer of Wite Brite Elastomeric coating.
7. Install a uniform top layer of Wite Brite Elastomeric coating.
8. Clean and seal the fiberglass skylight panels with specialty skylight rejuvenation sealer and then install a yellow safety stripe along the perimeters of these panels to alert attention to these items of fall concern.

This scope includes a ten (10) year SR Products system warranty

Option 1 :

Lower tire shed roof – same scope of work as described above



SIMON ROOFING
A M E R I C A L O O K S U P T O U S
Since 1900

Village of Villa Park Fleet Garage Roof Restoration
104 W. Home
Villa Park, IL 60181
Attn: Brian Roche

Simon Roofing & Sheet Metal
TIPS USA Vendor
Category – Labor and Materials
Contract Number: 21060302

PROPOSAL :

Fleet Garage Roof -all materials and labor per scope of work\$106,650.00
Option 1 – add Lower Tire Shed Roof -all materials and labor per scope of work.....\$116,800.00

**THIS AGREEMENT IS ENTERED INTO AS OF THIS DAY AND YEAR AND IS EXECUTED
IN TWO ORIGINAL COPIES OF WHICH ONE IS TO BE DELIVERED TO THE OWNER AND
THE OTHER TO SIMON ROOFING. THE PRICE ON THIS BID DOCUMENT IS VALID FOR 30
DAYS.**

OWNER / OFFICER SIGNATURE

SIMON ROOFING

Signature *Date*


Signature *Date* 07/27/23

Printed Name and Title

Michael Perry, Hon. AIA - President
Printed Name and Title

Client: Brian Roche
Superintendent of Parks, Buildings and Grounds
Village of Villa Park

Location: 42W Home Ave
Villa Park, Illinois 60181

Date: 05/20/2023

Representative: Eric Korbar
38529 Curtis Ave
Warrenville, Illinois 60555
SR Products Solutions
Group





Evaluation Report

May 20, 2023

Village of Villa Park
Attn: Brian Roche
42 W. Home Ave
Villa Park, IL 60181

Mr. Roche,

Pursuant to your request, I inspected the roof system at 42 W Home Ave. The purpose of this inspection was to gather information on the overall status of roof section A, while formulating a course of action that will provide the best solutions, including options. This report is based upon the findings of my initial examination, and includes the following:

1. Architectural Drawings
2. Photographs
3. Summary
4. Conditions & Recommendations
5. Roof Budget Estimates
6. Comparisons of Roof Systems

Thank you for allowing SR Products this opportunity to serve you. We hope to be favored with your valued business. Should you have any further questions regarding this report, please do not hesitate to call me for clarification.

Respectfully,

Eric Korbar

Eric Korbar
SR Products Solutions Group
331-452-0787

Drawing:

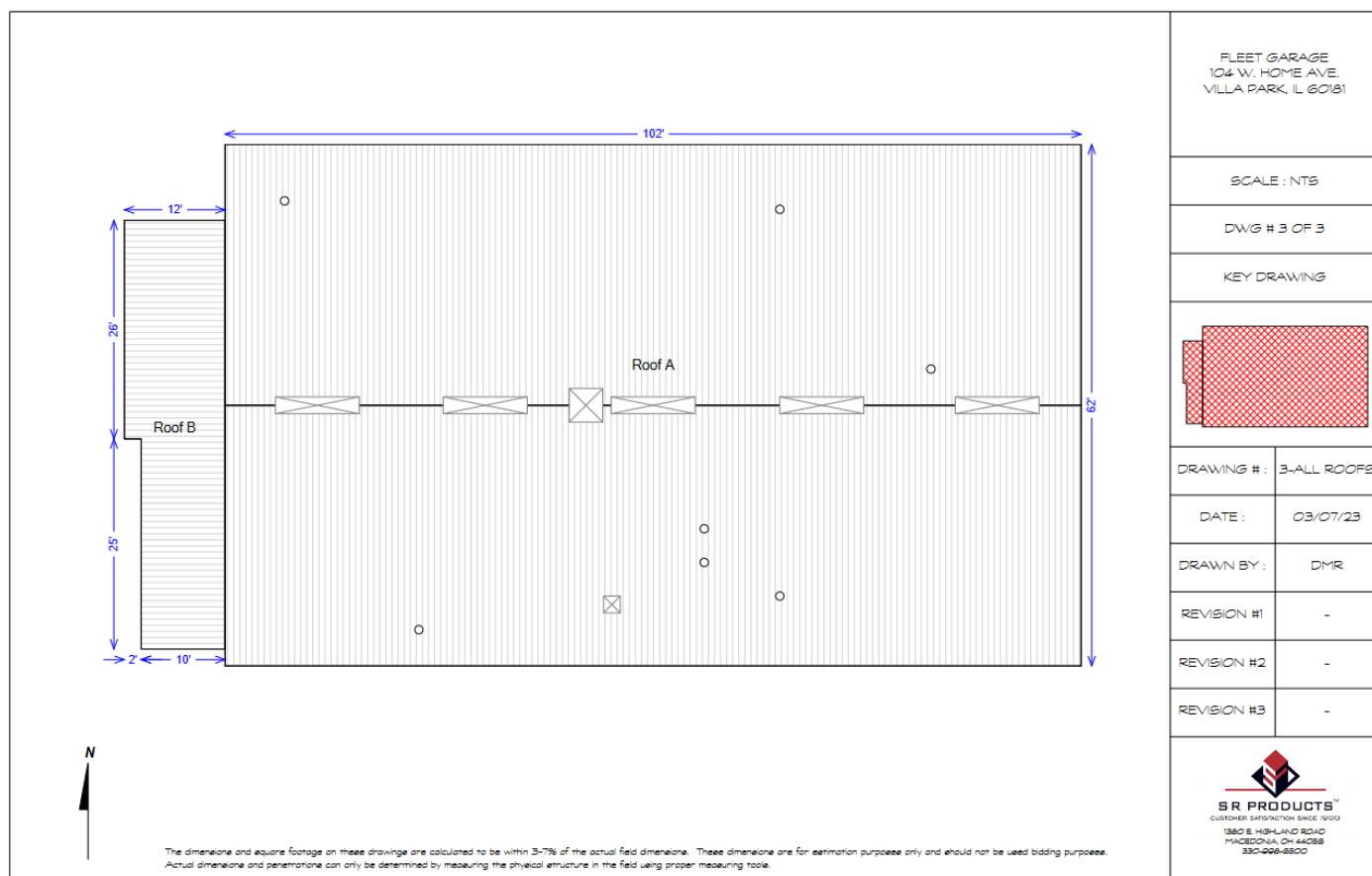
FLEET GARAGE 104 W. HOME AVE. VILLA PARK, IL 60181					FLEET GARAGE 104 W. HOME AVE. VILLA PARK, IL 60181												
TABLE OF CONTENTS			LEGEND														
PAGE #	DRAWING NUMBER	AREA	WALL TYPE	SYMBOL TYPE													
PAGE 1	1 - TITLE PAGE		□ FLAT ROOF	☒ CURB (HVAC) ☒ CURB ☐ STACK													
PAGE 2	2-IMAGES																
PAGE 3	3-ALL ROOFS	6,981 sq. ft.															
The dimensions and square footage on these drawings are calculated to be within 3-7% of the actual field dimensions. These dimensions are for estimation purposes only and should not be used bidding purposes. Actual dimensions and penetrations can only be determined by measuring the physical structure in the field using proper measuring tools.																	
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">DRAWING #:</td> <td style="padding: 2px;">1-TITLE PAGE</td> </tr> <tr> <td style="padding: 2px;">DATE:</td> <td style="padding: 2px;">03/07/23</td> </tr> <tr> <td style="padding: 2px;">DRAWN BY:</td> <td style="padding: 2px;">DMR</td> </tr> <tr> <td style="padding: 2px;">REVISION #1</td> <td style="padding: 2px;">-</td> </tr> <tr> <td style="padding: 2px;">REVISION #2</td> <td style="padding: 2px;">-</td> </tr> <tr> <td style="padding: 2px;">REVISION #3</td> <td style="padding: 2px;">-</td> </tr> </table>			DRAWING #:	1-TITLE PAGE	DATE:	03/07/23	DRAWN BY:	DMR	REVISION #1	-	REVISION #2	-	REVISION #3	-
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REVISION #3	-																
 SR PRODUCTS™ CUSTOMER SATISFACTION SINCE 1900 1380 E. HIGHLAND ROAD MOSCOW, OH 44028 330-928-8500																	

Drawing:

 04/03/2021	 04/02/2021	FLEET GARAGE 104 W. HOME AVE. VILLA PARK, IL 60181 SCALE : NTS DWG # 2 OF 3 KEY DRAWING	
 04/03/2021	 04/03/2021	DRAWING # : 2-IMAGES DATE : 03/07/23 DRAWN BY : DMR REVISION #1 - REVISION #2 - REVISION #3 -	 SR PRODUCTS™ CUSTOMER SATISFACTION SINCE 1900 1380 E. HIGHLAND ROAD MACEDONIA, OH 44058 330-998-6800

Aerial Photo:







SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

Evaluation Report

Takeoff Record - 3-ALL ROOFS

Name	Area	Length	Count
Group 1			
☐ Roof A			
Pitched Roof (Dig)			
☒ Roof Plane (Dig)	6412.00		
☒ Pitched Curb	216.00	144.00	7
☒ Pitched Stack			7
☐ Roof B			
Pitched Roof (Dig)			
☒ Roof Plane (Dig)	570.00		

Roof Overview:



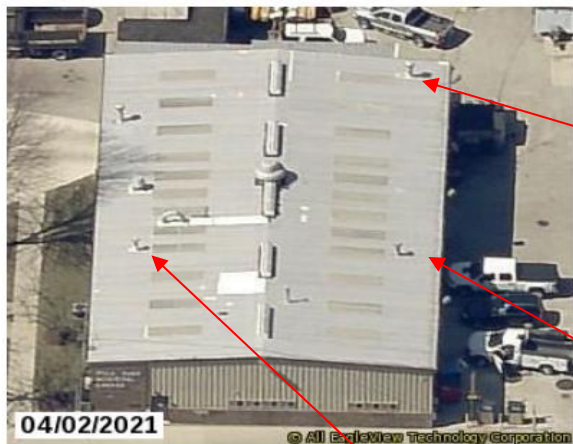
Overview Photos



Note:

- Top Photo shows fiberglass skylight with previous fastener repairs
- Middle Photo shows previous silver coating applied to the entire metal Roof
- Bottom photo shows the current condition of skylight
(Warning markers should be installed at all skylights)

Roof Overview:



Overview Photos



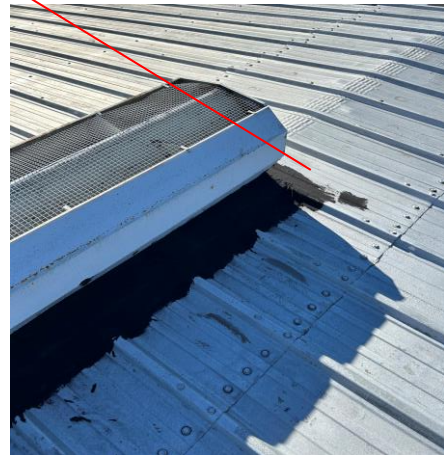
Note:

These photos show where repairs have been made at roof penetrations.

Roof Overview:



Overview Photos



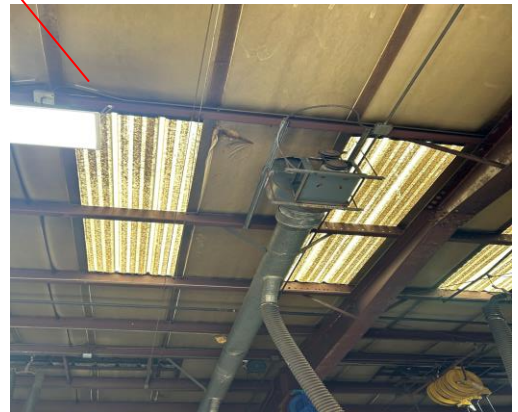
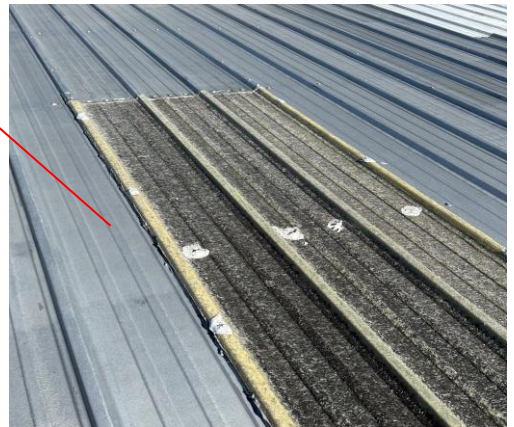
Note:

These photos show previous repairs made and illustrate the general condition of the existing metal roof system.

Roof Overview:



Overview Photos



Note:

Top Photo shows condition of skylight and previous fastener sealant applied.

Middle Photo shows failed caulking at metal roof and skylight.

Bottom Photos show dry insulation and dirty skylights. Photos were taken from the inside of the building.

Summary

General Information	Description
Approximate Square Feet	Section A (sq. feet) Sec B (sq. feet)
Approximate Age of the Roof System	20+ years old
Repair Warranty	N/A
Maintenance Agreement	None
Existing Issues	Leaks reported

1) Analysis	2) Type	3) Condition	4) Description
Field of Roof	Metal roof previously coated (in house application)	Good to Fair	The metal roof and fastener have been previously coated . Various roof repairs have been made over time. Fasteners deteriorating at random locations throughout the roof. Skylights are unmarked for safety
Flashings	Some repairs have been made at roof penetrations	Fair to Poor.	Flashings show signs of wear and are starting to deteriorate. Flashings nearing life's end.
Perimeter	Edge Metal/Coping	Good to fair	
Slope	1" slope or greater		No signs of ponding water. The roof drains to metal gutters which appear to be in good condition and functioning properly
Deck	Metal	N/A	N/A
Insulation		Good	Batt Insulation appeared to be dry at the time of my inspection. Some areas of insulation are torn visible on the inside of the building.

Condition

The roof is in fair to poor condition. My inspection indicates that extensive repairs have been performed over the years. I was informed that additional repairs have been made in house by the Village facilities team. The metal roof is solid, and a previous paint or coating has been applied. Fasteners are secure and many areas have been caulked and/or coated. Several fasteners have deteriorated and may allow further deterioration of roof panels.

There are 24 fiberglass skylights, all dirty and unmarked for safety.

Recommendations

Based on the current roof condition, and the intended long-term use of this facility, we would recommend cleaning, prepping and coating the entire roof using SR Products Wite Brite Metal roof Coating. This restoration will include polyester reinforcing and roof cement at roof penetrations and panel seams. Rejuvenating all 24 fiberglass skylights and marking all skylight perimeters for safety is also recommended.

Recommendations are the following for 2023:

1. Make preventative maintenance repairs.
2. Address leaks ASAP if they occur.
3. Start allocating funds for roof restoration budget.

Budget Numbers

<u>BUDGET TABLE/ ROOF SECTIONS</u>	Approx. Sq. Ft.	Preventative Maintenance	Roof Restoration Wite Brite Poly Wite Brite	Skylight restoration	Roof Replacement with New metal roof
Roof A (3 Phases)	6,387	\$6,000-\$12,000 (\$1-2.00/sq ft)	\$95K-\$110K	\$20K-\$25K	\$250K-\$275K

Warranties for the above systems:

- **Roof restoration** (10 yr.)
- **Roof Replacement with New Metal Roof** (20 yr.)

Note: Upon budget approval, SR Products shall prepare construction documents that will include detailed drawings and specifications. Upon the preparation of these documents, SR Products shall set up a pre-bid to solicit competitive bids from three or more qualified contractors. We will then help with contractor selection and bid verification as needed.

Note: This project may be completed utilizing TIPS-US Purchasing cooperative. Per your direction we will prepare a fixed price project proposal along with pricing verification via R.S. Means Construction Estimating data as required by your procurement guidelines.

Note: The budget numbers for replacement are for estimating purposes only

Upon selection of the roofing contractor we will set up a preconstruction meeting with the owner's representative, the roofing contractor and all of the subs that are required to complete the project.

We will set up a construction schedule and help monitor the project during the construction process.

We will make sure that all of the work is complete and provide a punch list for any items that need to be completed. Upon completion of the punch items, warranties will be issued.



MEMORANDUM

TO: Village Board of Trustees
FROM: Matthew Harline, Village Manager
DATE: September 25, 2023
SUBJECT: A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing Halloween Trick-or-Trick Hours

RECOMMENDED ACTION:

The Village of Villa Park Board of Trustees has historically passed, by resolution, a time and date for children to participate in Halloween Trick-or-Treat activities. By adopting this resolution, a uniform time is established for the event therefore allowing the Police Department to increase patrol for purpose of protecting children who are participating in the Halloween festivities. If the Trustees want to follow last year's action, it is recommended that the Village Board approve the official Trick-or-Treat hours as 3:00pm to 8:00pm on Tuesday, October 31, 2023.

BACKGROUND:

Annually the Board passes a resolution establishing the Trick-or-Treat hours for the Halloween holiday. Last year, the Board approved the hours of 3:00pm to 8:00pm which is proposed again for 2023.

DISCUSSION:

It is recommended the Board approve the Resolution establishing the Halloween Trick-or-Treat hours from 3:00pm to 8:00pm.

RESOLUTION NO. ____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AUTHORIZING HALLOWEEN
TRICK-OR-TREATING HOURS**

WHEREAS, the Village for Villa Park is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Tuesday, October 31, 2023, is Halloween; and,

WHEREAS, the President and the Board of Trustees of the Village of Villa Park have determined that it is in the best interests of the health, safety, welfare, and enjoyment of both the residents and the children of Villa Park to designate certain hours for observance of the tradition of Trick-or-Treating:

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

1. The official Trick-or-Treat hours of the Village of Villa Park are 3:00 to 8:00 PM on Tuesday, October 31, 2023.
2. This resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED THIS ____ DAY OF September, 2023.

VILLAGE OF VILLA PARK

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

ADOPTED this ____ day of September, 2023, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:



MEMORANDUM

TO: Village Board of Trustees

FROM: Suzanne McVey

DATE: September 25, 2023

SUBJECT: A Resolution of the Village of Villa Park, DuPage County, Illinois, Establishing the Regular Meeting Dates of the Village Board of Trustees, the Regular Meeting Dates of the Committee of the Whole, and the Village Holidays for the Calendar Year 2024.

RECOMMENDED ACTION:

The Open Meetings Act requires that every public body shall give public notice of the schedule of regular meetings at the beginning of each calendar year. The Villa Park Municipal Code establishes the regular meeting dates of the Board of Trustees for the second and fourth Monday of each month and the Committee of the Whole meeting dates for the second Monday of each month. The Board also establishes the holidays observed by the Village on an annual basis. It is recommended the Village Board approve the resolution establishing the meeting dates for the Regular Village Board, Committee of the Whole, and Coffee with the Village Board meetings calendar year and Village holiday schedule for the 2024 calendar year.

BACKGROUND:

The Illinois Open Meetings Act requires that public bodies publish notice of regular meeting schedules at the start of each year. Section 2-401 of the Villa Park Municipal Code establishes the regular meetings of the Board of Trustees shall be held on the second and fourth Mondays of each month at 7:00pm in Village Hall. Section 2-403 of the Municipal Code establishes the Committee of the Whole meetings at 6:00pm, on the second Monday of each month and prior to the regular meeting of the Village Board in Village Hall. The 2023 annual meeting schedule will include an adjustment in the second meeting date in December due to the holidays. In addition to establishing the regular meeting dates, the Village annual adopts an ordinance related to holiday observances. On the dates proposed, the Village buildings would be closed. The proposed holidays are the same from the 2023 approved calendar.

DISCUSSION:

Staff recommends approval of the proposed resolution approving the Regular Village Board, Committee of the Whole and Coffee with the Board meeting dates and the Village holiday schedule for 2024.

RESOLUTION NO.

**A RESOLUTION ESTABLISHING THE HOLIDAY SCHEDULE AND REGULAR
MEETING DATES OF THE VILLAGE BOARD OF TRUSTEES FOR THE
CALENDAR YEAR 2024**

WHEREAS, the Village of Villa Park (the “*Village*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Open Meetings Act (5 ILCS 120/2.01) requires at the beginning of each calendar year the giving of notice of the schedule of regular dates, times, and places of the meetings of the President and Board of Trustees of the Village (the “*Corporate Authorities*”); and,

WHEREAS, The Villa Park Municipal Code contains various references to holidays as to the applicability of regulations and to when the Village Hall is closed; and

WHEREAS, Section 2-401 of the Villa Park Municipal Code provides that the second and fourth Mondays of each month shall be the regular meetings of the Corporate Authorities; and,

WHEREAS, The President and Board of Trustees desire to establish the dates of the 2024 Village Holidays.

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

Section 1: That the *Village of Villa Park Village Board Meeting Dates* attached hereto and made a part hereof as Exhibit A shall be the schedule of the regular meetings of the Village Board for 2024.

Section 2: That the *2024 Committee of the Whole Meeting Dates*, attached hereto and made a part hereof as Exhibit B, shall be the schedule of Village holiday dates for 2024.

Section 3: That the *2024 Village Observed Holidays*, attached hereto and made a part hereof as Exhibit C, shall be the schedule of Village holiday dates for 2024.

Section 4: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023.

Village President

Attest: _____
Village Clerk

Exhibit A
2024 Regular Board Meeting Dates

Exhibit B
2024 Committee of the Whole Meeting Dates

Exhibit C
2024 Village of Villa Park Observed Holidays



Village of Villa Park

2024 Village Board Meeting Dates

January	February	March
January 8	February 12	March 11
January 22	February 26	March 25
April	May	June
April 8	May 13	June 10
April 22	May 27	June 24
July	August	September
July 8	August 12	September 9
July 22	August 26	September 23
October	November	December
October 14	November 11	December 9
October 28	November 25	December 16



Village of Villa Park

2024 Committee of the Whole Dates

January

January 8

February

February 12

March

March 11

April

April 8

May

May 13

June

June 10

July

July 8

August

August 12

September

September 9

October

October 14

November

November 11

December

December 9



Village of Villa Park

Observed Holidays 2024

Holiday	Week Day	Date
New Year's Day	Monday	January 1, 2024
President's Day	Monday	February 19, 2024
Memorial Day	Monday	May 27, 2024
Fourth of July	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024
Thanksgiving Day	Thursday	November 28, 2024
Day After Thanksgiving	Friday	November 29, 2024
Christmas Eve	Tuesday	December 24, 2024
Christmas Day	Wednesday	December 25, 2024



MEMORANDUM

TO: Village Board of Trustees

FROM: Matthew Harline, Village Manager
Greg Gola, Director

DATE: September 25, 2023

SUBJECT: A Resolution Approving Amendment Number One (1) to the Agreement with Williams Architects for Basic Architectural and Engineering Services for the Lions Park Recreation Center Project

RECOMMENDED ACTION:

This proposed amendment to the agreement between the Village of Villa Park and Williams Architects (Williams) is for two items totaling \$272,819 1.) \$240,437 because the formula for the compensation for the architects is based on the increase in the total construction cost and ; 2.) Additional design work in the amount of \$60,736 performed by Williams to draw an alternate design without the elevated track, and to design a manual transfer switch and tap-box connection for a portable generator. Williams has agreed not to charge for the electrical design work (\$10,854) and discounted the track design by \$17,500. They are only seeking \$32,382 for alternate bid design work for the Recreation Center. Staff recommends approval of the amendment in the amount of \$272,819.

BACKGROUND:

The Village of Villa Park was officially awarded a \$10,000,000 grant through the Illinois Department of Natural Resources to construct a recreation center in June of 2022 which made the possibility of recreation center possible. With the sale of bonds in the amount of \$7,400,000 in early 2022, the Village looked to continue working with Williams Architects to design the building which was roughly estimated to cost slightly below \$16M by the architect on the project .

However, once the Village hired a construction manager (WB Olson) in place and we looked at current pricing, and looked more fully at total project costs, the Village began to do value engineering with our design team and realized that the project may cost as much as \$22 million. Williams and WB Olson were asked to produce some alternates for bidding and in June of 2023 they were told to proceed with the core building (including two basketball courts) and bid the suspended track as an alternate. This additional work and other complications have caused increased costs.

DISCUSSION:

A detailed memo that was supplied to the Village on July 11, 2023 from Williams, is attached to this

agenda item. The outline of this proposal was presented to the Board at the Special Meeting on April 3rd of this year and the final numbers were determined as the project progressed. Due to the increased costs and lead times, the Village was compelled to ask for alternate plans which required additional work by the Architects. Moreover, as the costs have increased, the cost of the project and the design work has increased as well.

The fully executed original agreement (see attached) which was approved by the Board of Trustees at their regular meeting on May 9, 2023 provided for compensation of \$1,378,080 to Williams Architects, or 7.8% of the total estimated cost to construct the recreation center. The agreement provided that, "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 costs." This is found on page 45 of the PDF document attached.

Tom Poulos, CEO and Managing Principal for Williams Architects, reiterated that the agreement provides that their fee would increase to match the 7.8% of hard construction costs during the question and answer phase of the Special Meeting held on April, 3, 2023. Total hard construction costs based on the current design are \$18,872,575.

This amendment, if approved, would not increase the total project budget of \$20,085,651 which was presented at the August 28 Board Meeting.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING AMENDMENT NUMBER ONE (1) TO THE AGREEMENT WITH
WILLIAMS ARCHITECTS FOR BASIC ARCHITECTURAL AND ENGINEERING
SERVICES FOR THE LIONS PARK RECREATION CENTER PROJECT**

WHEREAS, the Village of Villa Park (the “Village”) is in the process of building and developing a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue, Village Park, Illinois (“Project”) and as part of the Project, entered into an agreement dated May 17, 2022, with Williams Architects/Aquatics of Itasca, Illinois, (“Williams Architects”), to provide certain professional architectural and engineering services in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Project (“Agreement”); and

WHEREAS, since entering into the Agreement with Williams Architects, the scope of the work and the Hard Site and Building Budget for the Project has increased, thereby increasing the compensation due to Williams Architects under the Agreement; and

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the public interest that the Village enter into amendment number one (1) to the Agreement with Williams Architects in connection with the 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: Amendment Number One (1) to the Agreement dated May 17, 2022, between the Village of Villa Park and Williams Architects for architectural and engineering services related to the Lions Park Recreation Center Project, is hereby approved in the form

Resolution No. _____

attached hereto as Exhibit "A" and incorporated herein, and the Village Manager is hereby authorized to execute said Amendment Number One (1) on behalf of the Village of Villa Park.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2023.

VILLAGE OF VILLA PARK

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

ADOPTED this ____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

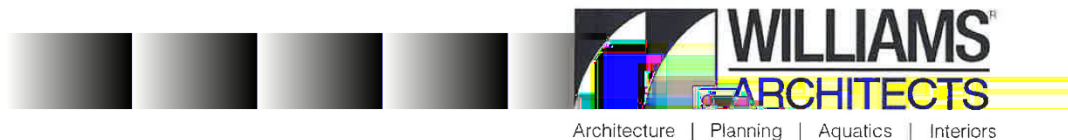
ABSTAINING: _____

Resolution No. _____

EXHIBIT "A"

**Amendment Number One (1) to the Agreement dated May 17, 2022,
between the Village of Villa Park and Williams Architects**

Resolution No. _____



11 July 2023

Mr. Greg Gola
Parks, Recreation & Fleet Services Director
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Re: Amendment Number One (1) to Agreement for Basic Architectural & Engineering (A & E) Services
Village of Villa Park / Lions Community Center
WA Project No. 2021-053

AMENDMENT NUMBER ONE (1)

This Amendment Number One (1) to the Agreement dated 17 May 2022 between the Village of Villa Park (Owner) and Williams Architects (Architect) is made as of the day, month and year written below for the Lions Community Center Project and shall therefore amend the Architect's Compensation as noted herein.

The below noted represent the Sections of the Contract that support the terms for the Architect's Compensation as follows:

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 ~~and the fee shall increase at the same rate as the same, our fee shall 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.



Resolution No. _____

Amendment Number One (1) / Contract between the Village of Villa Park (Owner) and Williams Architects (Architect)
for the Lions Community Center Project / Page 2

§ 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. The Architect shall not proceed to provide any Additional Services until the Architect receives the Owner's written authorization.

Calculation of Architect's Fee for Basic (Section 11.1) and Supplemental Services (Section 11.2)

1. Base Bid - Core project

Original Total Construction Cost Budget = \$15,790,000
Revised Total Construction Cost WB Olson Design Development Budget = \$18,872,525.
(WB Olson Design Development Budget dated 24 March 2023)

A/E Fee –

Per the Owner-Architect Agreement
\$1,378,080 + X where X = [7.8% * (Total Construction Cost - \$15,790,000)]

\$1,378,080 + X where X = [7.8% * (3,082,525)]
\$1,378,080 + \$240,437
\$1,618,517

2. Alternate Bid #1 - Running track

Total Construction Cost WB Olson Design Development Budget = \$639,505.

A/E Fee –

Per the Owner-Architect Agreement
\$639,505 X 7.8% = \$49,882

Discounted cost (-\$17,500)
\$49,882 - \$17,500
\$32,382

Resolution No. _____

Amendment Number One (1) / Contract between the Village of Villa Park (Owner) and Williams Architects (Architect)
for the Lions Community Center Project / Page 3

~~_____~~ Alternate Bid #2 - Manual transfer switch and tap-box connection for portable generator.

Total Construction Cost WB Olson Design Development Budget = \$139,150.

A/E Fee –

Per the Owner-Architect Agreement
 $\$139,146 \times 7.8\% = \$10,854$

No additional cost

4. Total Architect's Revised Fee for Basic and Supplemental Services
Base Bid + Alternate Bid #1 + Alternate Bid #2 (Items 1 + 2 + 3)

$\$1,618,517 + \$32,382 + 0 =$
\$1,650,899

Footnotes:

1. Additional Services are in addition to compensation for Basic and Supplemental Services.
2. Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services.

Summary of Architect's Fee for Basic and Supplemental Services

Original Architect's Fee	\$1,378,080
Revised Architect's Fee	\$1,650,899

Total Increase by this Amendment **\$272,819**

Furthermore, ~~Architect's fee shall be paid by the Owner in accordance with the General Conditions~~
be provided upon Owner's written approval at a mutually agreed upon fee, as per the terms of the Contract.

This Amendment entered as of the _____ day of _____ in the year Two Thousand and Twenty-Three.

OWNER
Village of Villa Park

(Signature)

(Authorized Signatory Printed Name and Title)

ARCHITECT
Williams Architects / Aquatics



(Signature)

Tom C. Poulos, AIA
CEO / Managing Principal

(Printed Name and Title)

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500 Park Boulevard, Suite 800 • Itasca, Illinois 60143 • P 630.221.1212 • F 630.221.1220 • www.williams-architects.com

11 July 2023

Mr. Greg Gola
Parks, Recreation & Fleet Services Director
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Re: Amendment Number One (1) to Agreement for Basic Architectural & Engineering (A & E) Services
Village of Villa Park / Lions Community Center
WA Project No. 2021-053

AMENDMENT NUMBER ONE (1)

This Amendment Number One (1) to the Agreement dated 17 May 2022 between the Village of Villa Park (Owner) and Williams Architects (Architect) is made as of the day, month and year written below for the Lions Community Center Project and shall therefore amend the Architect's Compensation as noted herein.

The below noted represent the Sections of the Contract that support the terms for the Architect's Compensation as follows:

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. The Architect shall not proceed to provide any Additional Services until the Architect receives the Owner's written authorization.

Calculation of Architect's Fee for Basic (Section 11.1) and Supplemental Services (Section 11.2)

1. Base Bid - Core project

Original Total Construction Cost Budget = \$15,790,000

Revised Total Construction Cost WB Olson Design Development Budget = \$18,872,525.
(WB Olson Design Development Budget dated 24 March 2023)

A/E Fee –

Per the Owner-Architect Agreement

\$1,378,080 + X where X = [7.8% * (Total Construction Cost - \$15,790,000)]

\$1,378,080 + X where X = [7.8% * (18,872,525 - \$15,790,000)]

\$1,378,080 + X where X = [7.8% * (3,082,525)]

\$1,378,080 + \$240,437

\$1,618,517

2. Alternate Bid #1 - Running track

Total Construction Cost WB Olson Design Development Budget = \$639,505.

A/E Fee –

Per the Owner-Architect Agreement

\$639,505 X 7.8% = \$49,882

Discounted cost (-\$17,500)

\$49,882 - \$17,500

\$32,382

3. Alternate Bid #2 - Manual transfer switch and tap-box connection for portable generator.

Total Construction Cost WB Olson Design Development Budget = \$139,150.

A/E Fee –

Per the Owner-Architect Agreement
 $\$139,146 \times 7.8\% = \$10,854$

No additional cost

4. Total Architect's Revised Fee for Basic and Supplemental Services
Base Bid + Alternate Bid #1 + Alternate Bid #2 (Items 1 + 2 + 3)

$\$1,618,517 + \$32,382 + 0 =$
\$1,650,899

Footnotes:

1. Additional Services are in addition to compensation for Basic and Supplemental Services.
2. Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services.

Summary of Architect's Fee for Basic and Supplemental Services

Original Architect's Fee	\$1,378,080
Revised Architect's Fee	\$1,650,899

Total Increase by this Amendment	\$272,819
---	------------------

Furthermore, Additional Services authorized by the Owner (if any) in accordance with the Contract shall be provided upon Owner's written approval at a mutually agreed upon fee, as per the terms of the Contract.

This Amendment entered as of the _____ day of _____ in the year Two Thousand and Twenty-Three.

OWNER
Village of Villa Park

ARCHITECT
Williams Architects / Aquatics

(Signature)



(Signature)

(Authorized Signatory Printed Name and Title)

Tom C. Poulos, AIA
CEO / Managing Principal

(Printed Name and Title)

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Village Manager
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Public Works Director
Villa Park Public Works Department
11 W Home 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

(Paragraphs deleted)

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

(Paragraphs deleted) 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.

(Paragraphs deleted)

§ 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, or other written agreement as approved between Owner and Construction Manager. 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 Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) 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 architectural, plumbing, fire protection, 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, no additional cost to 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, no additional cost to Owner
§ 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 Section 4.2.3
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect, no additional cost to Owner
§ 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, no additional cost to Owner unless identified in 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
(Row deleted)	

§ 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, , outside of the content that has been developed by the Architect for the Project, these services shall be considered an Additional Service, with the exception that the Architect will attend two (2) public board / zoning meetings for no additional cost to the Owner. 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.

§ 4.1.2.2 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. However, as part of this Project and for no additional cost to Owner, Architect will provide sustainable design principles and measures that are equitable and financially attainable as mutually agreed upon between Owner, Architect and Construction Manager. Such sustainable design principles and measures will be memorialized in writing and tendered to Owner during the design phase of the Project.

§ 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. The Architect shall not proceed to provide the Additional Services until the Architect receives the Owner's written authorization.

§ 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, with the exception that Architect will provide assistance to the Construction Manager in such evaluation as part of Architect's Basic Services at no additional cost to Owner;
- .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. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization. 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 the date of Substantial Completion of the Work 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, or other written agreement between Owner and Construction Manager. 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's 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.

(Paragraphs deleted)

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.

(Paragraph deleted)

§ 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

(Paragraphs deleted)

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. The Architect shall not proceed to provide any Additional Services until the Architect receives the Owner's written authorization.

§ 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

(Table deleted)

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
Interior Designer I

\$ 71.00 / Hour
\$ 49.00 / Hour

(Table deleted)

(Paragraphs deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 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, only to the extent that Architect incurs any such tax;
- .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 17 day of May month in the year 2022.


OWNER (Signature)


ARCHITECT (Signature)

Nick Cuzzone, Village President
(Printed name and title)

Tom C. Poulos, AIA
CEO / Managing Principal
(Printed name, title, and license number, if applicable)

Init.

AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the day of in the year is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(*Name and location or address of the Project*)

Village of Villa Park
Village of Villa Park Lions Community Center
20 S. Ardmore Avenue
Villa Park, IL 60181

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**
- 3 DIGITAL DATA PROTOCOLS**
- 4 BUILDING INFORMATION MODELING PROTOCOLS**
- 5 OTHER TERMS AND CONDITIONS**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for

ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

Not applicable.

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.5 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.6 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.7 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.8 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.9 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.10 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.11 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

(Paragraph deleted)

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has

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permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data 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 Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data. Such Digital Data shall not be used on any other projects under future Agreements.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project (Indicate Applicable or Not Applicable)	Location of Detailed Description (Section 3.1.1 below or in an attachment to this exhibit and identified below)
Project Agreements and Modifications	Applicable	Section 3.1.1
Project communications	Applicable	Section 3.1.1
Architect's pre-construction submittals	Applicable	Section 3.1.1
Contract Documents	Applicable	Section 3.1.1
Contractor's submittals	Applicable	Section 3.1.1
Subcontractor's submittals	Applicable	Section 3.1.1
Modifications	Applicable	Section 3.1.1
Project payment documents	Applicable	Section 3.1.1
Notices and claims	Not applicable	
Building Information Modeling	Applicable	Article 4

(Row deleted)

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1.1 Project Agreements and Modifications	W, PDF	A	EMA	O	M	1
§ 3.1.1.2 Project communications						
General communications	W	O, A, C	EM, EMA	O, A, C	R, I	
Meeting notices	W, PDF, O	O, A, C	EM	O, A, C	R	
Agendas	W, PDF	A, C	EM, EMA	O, A, C	R	
Minutes	W, PDF	A, C	EMA	O, A, C	R, I	
Requests for information	W, PDF	A, C	EMA	O, A, C	R, M	
Other:						
§ 3.1.1.3 Architect's pre-construction submittals						
Schematic Design Documents	PDF	A	FTP	O, C	R, I	1
Design Development Documents	PDF	A	FTP	O, C	R, I	1
Construction Documents	PDF	A	FTP	O, C	R, I	1
§ 3.1.1.4 Architect's Drawings and Specifications						
Contract Documents	PDF	A	FTP	O, C	S	1
Drawings	PDF	A	FTP	O, C	R, I	1, 2
Specifications	PDF	A	FTP	O, C	S	1
Other:						
§ 3.1.1.5 Contractor's submittals						
Product data						
Submitted by Contractor	PDF	C	FTP	C	M	
Returned by Architect	PDF	A	FTP	O, C	R	
Shop drawings						
Submitted by Contractor	PDF	C	FTP	C,	M	
Returned by Architect	PDF	A	FTP	O, C	R	
Other submittals: Performance / Testing Data	PDF	C	FTP	O, A	S	
§ 3.1.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor	PDF	SC	FTP	C	M	
Returned by Contractor	PDF	C	FTP	SC	M	
Shop drawings						
Submitted by Subcontractor	PDF	SC	FTP	C	M	
Returned by Contractor	PDF	C	FTP	SC	M	
Other Submittals: Performance / Testing Data	PDF	SC	FTP	C	S	
§ 3.1.7 Modifications						
Architect's Supplemental Instructions	PDF	A	EMA			
Requests for proposal	PDF	A	EMA			
Proposal	PDF	A	EMA			
Modification communications	PDF	A	EMA			
§ 3.1.8 Project payment documents	PDF	A, C	EMA			
§ 3.1.9 Notices and Claims	Via regular mail or delivery service					
Other:						
§ 3.1.10 Closeout documents	W, PDF, DWG	A, C	EMA, FTP	O, A	R, I	1
Record documents	W,	A, C	FTP	O, A	S	1, 2

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User Notes:

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
	PDF, DWG					

§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

Data Format:

(Provide required data format, including software version.)

DWG .dwg, Autodesk AutoCAD
RVT .rvt, Autodesk Revit
O Outlook, Microsoft®
PDF .pdf, Adobe Acrobat
W .docx, Microsoft® Word 2010

Transmitting Party:

O Owner
A Architect
C Contractor
SC Subcontractor

Transmission Method:

EM Via e-mail
EMA As an attachment to an e-mail transmission
PS Posted to Project Web site
FTP FTP transfer or file sharing website/service (i.e. Sharefile, OneDrive, Dropbox, etc.)

Receiving Party:

O Owner
A Architect
C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

S Store and view only
R Reproduce and distribute
I Integrate (incorporate additional digital data without modifying data received)
M Modify as required to fulfill obligations for the Project

Notes:

(List by number shown on table.)

- Completed / Final.
- For record / use and integrated modification purposes only, as per the terms of the AIA Document E201-2007 Exhibit A, Section 013310 – Distribution of Architect's Electronic CAD Drawing Files And / Or Building Information Model (BIM) Files.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

☐ The Parties intend to use a centralized electronic document management system on the Project.

☒ The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant

Project Milestone

Not applicable.

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- ☒ The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.
- ☐ The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling

Responsible Project Participant

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Identification of the construction classification systems to be used on the Project;
- .3 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .4 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .5 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .6 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .7 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.

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(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

Not applicable.

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project.

(Paragraphs deleted)

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements

(Paragraphs deleted)

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights

(Paragraphs deleted)

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

Not applicable.

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 **Post-Construction Model.** The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project (Applicable or Not Applicable)	Responsible Project Participant	Location of Detailed Description of Requirements and Services (Section 4.10 below or in an attachment to this exhibit and identified below)
§ 4.9.1 Remodeling	Not applicable		
§ 4.9.2 Wayfinding and Mapping	Not applicable		
§ 4.9.3 Asset/FF & E Management	Not applicable		
§ 4.9.4 Energy Management	Not applicable		
§ 4.9.5 Space Management	Not applicable		
§ 4.9.6 Maintenance Management	Not applicable		

(Row deleted)

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

Not applicable.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

Not 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:

Nick Cuzzone, Village President
Printed Name and Title – Village of Villa Park Authorized Representative

Nick Cuzzone
Village of Villa Park Authorized Signature

05/17/2022
Date

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: 17 May 2022

Contractor: Williams Architects

By: 

Tom Poulos

Title: Chief Executive Officer / Managing Principal

**VILLAGE OF VILLA PARK
Sugar Creek Golf Course (Club House)
500 E. Van Buren Street
Villa Park, IL 60181**

Environmental Concerns Commission

July 27, 2023

7:00 PM

Chairperson: Robert Wagner

Commissioners: Joe Amore, Marianne Greco, Sandra Hill, Ellen Jurkonis, Tamara Lambert-Wasilewski and Allan Leishman

1. **Call to Order - Roll Call** – The meeting was called to order at 7:19 with a quorum consisting of Commissioners Amore, Greco, Hill, Jurkonis, Lambert-Wasilewski, and Leishman in attendance. Also attending were resident Karl Jurkonis, Public Works Director Mike Guerra, and Sugar Creek Golf Course Superintendent, Kevin Goss.
2. **Public Comments on Agenda Items** - none
3. **Amendments to the Agenda** – Chairman Wagner requested an addition to the agenda which would be item 5h to approve an expenditure. Motion made by Commissioner Greco and seconded by Commissioner Leishman. Motion passed. Commissioner Leishman moved the the addition of agenda item 5i which is Discussion of the ECC role in the Village Comprehensive Plan. Motion seconded by Commissioner Hill. Motion passed.
4. **Approval of Minutes -Meeting held on June 22, 2023** – Commissioner Amore moved and Commissioner Leishman seconded a motion to accept the minutes of the June 22, 2023 ECC meeting. Motion passed.
5. **Business**
 - a. **Report of the Bike, Pedestrian and Transit Subcommittee** – Commissioner Amore reported that the BPTS banner is ready and will be used to promote the Subcommittee's presence at events. The BPT agenda included creation of a tri-fold describing the BPTS role, being part of the Village Comprehensive plan, help with the D45 Back to School event on August 5, participation in National Night Out, and the need for a revision of the Illinois Bike Trail Map.
 - b. **Discussion of Sugar Creek Restoration Project Outcomes and Outputs for Water Quality**
 - **Site Tour (15 - 20 Minute Recess of Meeting)**
 - **Partial funding through the Illinois EPA Section 319 Grant, DuPage County WQIP, and the local match funding partners Elmhurst Park District and the Village of Villa Park.**

Kevin Goss shared that the recent work on Sugar Golf Course was focused on wetlands restoration and was completed with grant funds. The total cost of the project was \$1.2 million. Ted Gray, a Registered Engineer and Eco-hydrologist, designed the project which included the planting of 50 trees, 150 large shrubs, and native plants. A tour of the Course provided a look at the new plantings, the restored retention areas, and the improved banks of Sugar Creek to avoid the erosion that was taking place.

- c. **Follow-up on Goal Setting Session (2023 - 2024)** – Commissioner Leishman moved and Commissioner Greco seconded a motion to table this discussion to the August meeting of the ECC. Motion passed.
- d. **Discussion of Commission Slogan/Mission Statement** – Discussion covered the need for the slogan to reflect the mission statement and suggestions were made that it be educational, promote advocacy of the ECC goals, be tied to the Village logo, possibly include the word *Cool*, and should have an action verb. Commissioner Greco moved and Commissioner Lambert-Wasilewski seconded a motion to have members consider the proposed ideas and bring slogans to the August meeting for a vote. Motion passed. Slogans offered included: *Rethink the Future*, *Building a Green Garden (Village)*, and *Future Focused*.
- e. **Electrical Aggregation - Green Energy Option – Update** – Letters have been sent to all residents and it was reported that citizens are contacting the Village about the program. The Opt-Out date is August 7th.
- f. **Water Quality Monitoring (Dissolved Oxygen) – Update** – Chairman Wagner reported that the oxygen level at Twin Lakes is good and that testing at Lufkin Pond will be completed when the construction allows.
- g. **Communication / Community Outreach - National Night Out (Tuesday, August 1st) & Village Matters Submission** – Chairman Wagner shared that the hours for the event are from 5:30 to 8:00 p.m. and there are items from the Metropolitan Mayors Caucus that will be given out by the ECC. Commissioners were asked to consider attending.
- h. **Request for Reimbursement** – Chairman Wagner requested reimbursement of \$63.80 for items for the Spring Sweep and Summer Festival. Commissioner Jurkonis moved and Commissioner Greco seconded the motion to reimburse the Chairman for that amount. Motion passed. Chairman Wagner also shared the Village reimbursement forms for Commissioner use.
- i. **Village Comprehensive Plan** – Commissioner Leishman discussed the work being done on the Village Comprehensive Plan and suggested that the ECC conduct its own meeting on this according to the guidelines provided online. Discussion on the creation of an ECC map for the village was held. Chairman Wagner will send the Do-It-Yourself online material to the Commissioners. Possible dates for the ECC Comprehensive Plan meeting are August 10 or 17 at the Library. A date in September will also be considered.

6. Public Comments on Non-Agenda Items - none

- 7. Commissioner Comments** – Commissioner Greco mentioned that Brewfest publicity did not indicate the Bike Valet run by the ECC. Commissioner Amore shared the site EveryBottleBack.org and urged Commissioners to look at it.

- 8. Chairman Comments** – Chair Wagner presented a copy of a report from LRS for collections of Solid Waste, Recycling, and Yard Waste for the period January through June 2023. The numbers listed in the report are tons of material collected. The report from LRS was forwarded by Manager Harline to the Commission.

9. Village Board Liaison Comments - none

10. **Village Staff Comments** – Public Works Director Guerra gave updates which included progress on the Lufkin project and that the Jackson Pond project is using native plants. He shared a state of Illinois guide to trees called *Under the Canopy* which is a resource for ECC use.
11. Commissioner Hill motioned and Commissioner Amore seconded the meeting be adjourned. Motion passed with meeting being adjourned at 9:06.

Respectfully Submitted,

Ellen Jurkonis, ECC Commissioner

-

11. 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 of Villa Park
Minutes
Bike, Pedestrian & Transit Advisory Sub-Committee
of the Environmental Concerns Commission
July 27, 2023: 6:00 PM
Sugar Creek Golf Course

Approved 8/24/2023

1. **Call to Order - Roll Call:** The meeting was called to order at 6:04 PM.
Present: Joe Amore, Robert Wagner, Marianne Greco, Allan Leishman
Absent: None
Village Staff: Mike Guerra (arrived 6:52 PM)
Also Present: Kevin Goss, Sugar Creek Golf Course Superintendent (6:25),
2. **Public Comments:** None
3. **Amendments to the Agenda:** RW motioned to add an item to discuss guidelines for this committee. AL seconded. Motion passed. AL motioned to add an item to discuss the comprehensive plan project website and survey. MG seconded. Motion passed. MG 2nd.
4. **Approval of Minutes of the June 22, 2023 Meeting:** RW motioned to approve the minutes of the previous meeting. AL seconded. Minutes were approved by voice vote.
5. **Business**
 - a) Banner Purchase: Status: RW expects to pick up the banner from Positive Impressions in a couple of days. He will get the invoice and give it to Finance Director Chuck Howard to pay.
 - b) Independence Day Parade (7/4/23): Report: RW and AL were the only ones to participate so they joined in with the classic bike group. RW asked for reimbursement for the candy they distributed and will bring it up at the Environmental Concerns meeting for approval. JA felt like the Village didn't help enough to get messaging out. RW got contact information from the Classic Bike Club to ask them about coordinating with them next year
 - c) Suicide Prevention Signs: JA proposed a draft of new signage to reference the new phone number (suicide and crisis prevention) for train track signage which has not been updated since the information changed a year ago. JA asked if anyone could bring it to traffic and safety commission but their next meeting is canceled. It was noted that Kevin Patrick brought it up at the last Village Board Meeting in response to an email from JA. Other issues included improperly placed signs, holes in fences, etc. Metra is placing some signs, but hasn't got to Villa Park yet nor will they place them in every location with current signs.
 - d) Bike and Pedestrian Construction Detour Signage: Road construction projects have led to bike route closures on and around the Salt Creek Greenway Trail. There were no designated detour routes, nor signs for bicyclist and pedestrians using those routes. It was noted that the Village of Villa Park is not managing that project and that the committee should find that information. RW mentioned it to Sydney Kenyon (DuPage County Trail Coordinator for DuPage County DOT).
 - e) Illinois Proposed Highway and Multimodal Improvement Program (Illinois Budget): Discussion: MG was disappointed that BPT got so little attention in the Governor's press release about the new budget. Commission members decided to individually contact our representatives to ask how much of the budget is designated for BPT projects. JA suggested that we revisit the 2017 PBT master plan for finding areas to spend any money available to us.

f) Bike/Walk to School Day (5/8/24): RW is still waiting for a reply from D45 about their interest. Several key staff are no longer there.

RW is working on getting the Safe Routes to School grant application. There's an Active Transportation Alliance webinar about it. The deadline for the grant is likely September.

g) Bicycle Friendly Application: Status (deadline 8/30/23): RW created the account for the online application inviting all the committee members and Mike Guerra to be collaborators on completing the application. RW noted that the prior application is available when in the account so that information can be applied. MG notified the committee that she would not have time to complete a section, but others have agreed to take it on.

h) IDOT Bicycle Maps: Discuss updates: The new map is terrible. It doesn't reference the SCGT, GWT etc. Definitely let Sydney Kenyon and elected reps know that the Official Bike Maps are useless. JA will bring it to the attention of Kenyon and The Active Transportation Alliance.

i) Villa Avenue Improvement Project: 2nd public meeting not yet scheduled.

j) TriTrail Connector: JA suggested that the connector be included in the revised Bicycle Maps

k) Rail Under/Overpass(es): Grade separation study: RW asked Matt Harline about information from the recent presentation/meeting. However they were waiting until the public survey closed to release information. It has since been closed, but no new information yet, nor additional stakeholder meetings scheduled.

l) Community Outreach/Education: Regarding proposed committee fliers/brochures; JA brought in some information from Wheaton to use as a starting point for writing content. Possibly include facts – like how many racks at train station and that the library will lend a lock. RW will contact village for location of installed bike racks. The North School Back-To-School event early childhood collaborative has invited us to participate. Saturday 8/5 136 S. Cornell. 10-1. Elmhurst Bike club also invited. RW will collaborate with EBC for a table at the event.

AL will help with Tritown YMCA event.

National night out is 8/1 from 6-8 PM (ECC will have a presence).

m) New Business: AL wondered; if new items are added as agenda items do we need new business. Will probably leave for now to see if still needed.

n) Added: BPT guidelines, presentation. RW proposed committee guidelines and rules - many of which we are already doing-to be formalized. We'll discuss at next meeting.

o) Added: Village Comprehensive plan survey discussion: Regarding the public input project for the revised master plan; AL asked that we consider ways that BPT could be involved: Perhaps with meetings & questionnaires. We should definitely be promoting this website at any public outreach we do. AL also noted that they are using map social, an app that the public can use to indicate on a map areas of concern (tags) The tag comments can be up and downvoted. AL is proposing a BPT Committee map as well as our individual accounts. He will develop a prototype. RW noted that we could create

our own public meeting via the website too – perhaps we could partner with other groups/commissions for one of the DIY meetings.

6. **Commissioner, Village Board Liaison, and Village Staff Comments:** MG presented a chart of pedestrian death trends with associated analysis indicating that although there are more deaths the rates per mile walked seem to be holding steady. MG also wanted to bring to everyone's attention that Renewable Energy Credits do not seem to be actually reducing the use of carbon fuels. RW noted that pace has rerouted bus 313, temporarily leading to a brief discussion of optimal routes. RW reminded us that we can get ridership data on the website. RW asked about getting e-busses at events like parades, but PACE indicated that is unlikely due to staff shortages. It was also mentioned that the Blue line is under construction.

7. **Adjournment:** RW motioned to adjourn the meeting. 2nd by MG
The meeting was adjourned at 7:06.

Village of Villa Park
Planning and Zoning Commission
Report of the Chair for July 13, 2023

Chairman: Jason Jarrett

Commissioners Present: Larry Calvert, Ed Hofstra, Ken Jackson,
Louis LeMieux, Eric Luedtke, Mike Orlowski, and Dominick Romano

Village Staff: Stephanie Barajas

Board Liaison: President Nick Cuzzone

Public Hearings

PZ-23-08 / 613 S. Cornell Avenue / 06-10-306-003 / Petitioner, Michael McCarthy: The Petitioner is requesting a Public Hearing to consider a request for a variation from Table 2-3 of Article 2, Section 2.3. – Lot and Building Regulations of the Zoning Ordinance. The Variation request is to allow a reduced minimum side yard setback of 4 feet.

The commission recommended approval of PZ-23-08 by a vote of 8-0. A memorandum and transcript will be forwarded to the Village Board along with additional relevant application materials.

PZ-23-06 / 230 N. Second Avenue / 06-04-314-010 / Petitioner, Stephen Flint on Behalf of Olympia Lopez: The Petitioner is requesting a Public Hearing to consider a request for two variations from Article 2, Section 2.3. - Lot and Building Regulations of the Zoning Ordinance. The first variation is to allow an increased maximum building height and the second variation is to allow a reduced minimum front yard setback.

The commission recommended approval of PZ-23-06 by a vote of 8-0. A memorandum and transcript will be forwarded to the Village Board along with additional relevant application materials.

Non-Agenda Items: Updates were provided regarding various on-going and future development projects within the village.

Respectfully,



Jason Jarrett, Chairman

**Village of Villa Park
Planning and Zoning Commission
Report of the Chair for August 10, 2023**

Chairman: Jason Jarrett

Commissioners Present: Larry Calvert, Ed Hofstra, Louis LeMieux,
Eric Luedtke, Mike Orłowski, Dominick Romano, and Justin Shlensky

Village Staff: Marc McLaughlin, Stephanie Barajas

Public Hearings

PZ-23-07 / 11 E. Van Buren Street / 06-15-104-001 / Petitioner, John Catalano: The Petitioner is requesting a Public Hearing to consider a request for a variation from Table 2-3 of Article 2, Section 2.3. - Lot and Building Regulations of the Zoning Ordinance. The Variation request is to allow a reduced minimum rear yard setback of 23'-8" from the required 40'.

The commission recommended approval of PZ-23-07 by a vote of 8-0. A memorandum and transcript will be forwarded to the Village Board along with additional relevant application materials.

PZ-23-10 / 320 E. Wildwood Avenue / 06-10-104-014, -017 / Petitioner, Greg Gola on Behalf of Village of Villa Park: The Petitioner is requesting a Public Hearing to consider granting the Special Uses of Community Center, Parks and Recreation, and Government Facility and to request Variations from Table 2-3 of Article 2, Section 2.3. - Lot and Building Regulations, Article 7, Section 7.6. - Location and Use of Parking Areas, and Article 9, Section 9.1.5. - Landscape and Screening Requirements of the Zoning Ordinance. Additionally, the Petitioner is requesting approval of a Final Plat of Subdivision.

The commission recommended approval of PZ-23-06 by a vote of 8-0. A memorandum and transcript will be forwarded to the Village Board along with additional relevant application materials.

Non-Agenda Items: Updates were provided regarding various on-going and future development projects within the village.

Respectfully,



Jason Jarrett, Chairman

**Village of Villa Park
Planning and Zoning Commission
Report of the Chair for September 14, 2023**

Chairman: Jason Jarrett

Commissioners Present: Larry Calvert, Ed Hofstra,
Eric Luedtke, Mike Orlowski, Justin Shlensky

Village Staff: Marc McLaughlin

Board Liaison: President Nick Cuzzone

Public Hearings

PZ-23-09 / 350 S. Ardmore Avenue / 06-09-220-003, -004, -010, -012, and -013 / Petitioner, David TeBrake: The Petitioner is requesting a Public Hearing to consider granting of a Zoning Map Amendment for the rezoning of Lot 6 in Parcel 2 from MX-R2 to MX-2 and is requesting a Variation from Section 7.6.1. to allow parking in the street yard. Additionally, the Petitioner is requesting a Plat of Subdivision to vacate a 15 foot public alley and consolidate seven lots, including the public alley.

The commission recommended approval of PZ-23-09 by a vote of 5-1. A memorandum and transcript will be forwarded to the Village Board along with additional relevant application materials.

Non-Agenda Items: None.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Jarrett', with a stylized flourish at the end.

Jason Jarrett, Chairman

MINUTES OF PARKS & RECREATION ADVISORY COMMISSION
August 8, 2023
ROOM 11 AT THE IOWA COMMUNITY CENTER
338 N. IOWA AVE, VILLA PARK ILLINOIS
&
VIA ZOOM

COMMISSIONERS: S. Bousum, S. Collentine, C. Murphy, D. Noxon, M. Storino, C. Tucker.

PARKS & RECREATION LIASON: Director G. Gola

VILLAGE BOARD LIAISON:

COMMISSION CHAIRPERSON: S. Bousum

COMMISSION VICE-CHAIR: C. Tucker

SECRETARY: M. Storino

RECORDER OF MINUTES: Y. Clark

1) CALL TO ORDER: Chair Bousum called meeting to order at 7:05 pm.

ROLL CALL: S. Bousum, M. Storino, D. Noxon, C. Murphy.

2) PUBLIC COMMENTS ON AGENDA ITEMS: N/A

3) AMENDMENTS TO THE AGENDA: Motion to move item 6.c. Presentation by High Level Promotions up on the agenda was made by Comm. Noxon and second by Comm. Murphy. Acclamation vote was taken with all ayes.

4) APPROVAL OF MINUTES:

Motion for the approval of the July 11, 2023, meeting minutes was made by Comm. Murphy and second by Comm. Noxon. Acclamation vote was taken with all ayes.

5) DEPARTMENT STAFF UPDATES:

a) Recreation Division- Assistant Director Gina M. Racanelli:

Programs Update

- Adults & Seniors: 15 programs, 227 registered.
- Junior and Senior Adventure Camp: 57 individuals, 47 families vs. 76 individuals, 55 families in 2022.
- Mini Adventure Camp: 39 individuals, 32 families vs. 16 individuals, 16 families in 2022.
- Total Camp Revenue: About \$81K vs \$60.5K in 2022.

Events Update

- Super Sensational Saturday
 - The event was held on July 15 with Jeanie B! performing, the library was on hand with craft bags and a balloon artist helped entertain the children.
 - 175-200 participants attended.

- August Concerts

Date	Band	Attendance	Ice Cream / Glow Toys Revenue
August 3	Mr. Myers	400 attended	\$237

- Brewfest

- Brewfest will be held October 7th, planning meetings are underway.
- 54 tickets sold (96 in 2022) Early Bird ends at midnight on August 14th.

Aquatics

- Non-Swimmable Days due to weather or elevated Air Quality Index: 13 vs 4 days in 2022.
- Daily Gate Attendance: 13,002 vs 13,819 in 2022.
- Season Pool Passes Sold: Resident: 397 vs. 448 in 2022. Non-Resident: 1 vs 6 in 2022.
- Multi-Use Passes Sold: Resident: 55 vs 69 in 2022. Non-Resident: 0 vs 4 in 2022.

Mariners Swim Team

- Wins: 1
- Losses: 4
- Conference Meets: Last place for both A and B conference meets
- Rainouts: (poor air quality) 1

Other Recreation Updates:

- Fall/Winter Brochure will go Live August 11, ordering 300 printed.
- New Recreation Software

b) Parks, Buildings & Grounds Division- Superintendent Brian Roche:

Current/Completed Park and Facility Projects

CRB Demolition

- The demo has taken a bit longer than expected but it is nearly complete, there were a few hurdles along the way, but we hope to have all done this week.
- Working with ECS Midwest as our Geotechnical Engineer for completion of demo and through the construction process, they will be testing all materials to ensure the building and construction is done properly.

Police Department

- The PD rooftop HVAC unit was replaced. We went through the cooperative purchasing group Sourcewell, which offers competitively bid goods, equipment, and services. The Gordian group oversees construction projects bid through Sourcewell and Damsel Services was the awarded contractor for this work.
- Original estimates for replacement before Sourcewell were over \$100k. Sourcewell's estimated project cost was \$71k. As we moved forward with the project, Damsel Services was able to obtain a comparable brand unit and save the Village an additional \$10k, for a final cost for replacement of \$61k.
- Damsel Services contract also obligates them to do routine maintenance and care on the unit at no charge to the Village for the first year.

Facility Assessments

- Parks and Recreation have been working with Community Development to have Facility Condition Assessments completed at Village Facilities. Village Board recently approved moving forward in completing these assessments with Kluber.
- These assessments will provide the Village with a roadmap for the future in maintenance, repairs, renovations, new constructions, and budgeting.

Custodial Staff Hiring

- Recently, we lost our daytime custodial at ICC to another department. Our evening custodial accepted the position for the daytime, and we are now in the process of filling our evening custodial position. The position was posted and interviews were completed, we have offered the position this week and are waiting on acceptance.
- We are also in the process of hiring a full-time custodial staff for our corporate facilities cleaning. This work had previously been done by cleaning services, temp agencies, and part time staff. We are hopeful to have this position filled in the coming few weeks.

Upcoming projects

- We are looking to get Playground mulch installed in all playgrounds, this is something we do each year as routine maintenance.

- The rooftop HVAC units that supply the upper level at Village Hall has recently stopped working and we are coordinating replacement. New units will also have the ability to provide forced heating to the upper level which will provide more efficient heating and consistent temperature.
- Mentioned last meeting, we are still looking to do Crack Filling, Seal Coating, Striping of parking areas at Twin Lakes, Village Hall, and Fire Station 82, and we hope to have it scheduled in the coming weeks.

c) Director's Report- Director. Greg Gola: Upland Design is moving forward with the application for the DNR grant for the maximum amount of \$600,000 for Lion's Park, grants are awarded in January 2024. The Party Trailer has been a huge success and are going to add a second trailer to the budget for next year! Sugar Creek Golf Course budget meetings for 2024 have begun. The plants put in during the renovation at Sugar Creek are starting to come in and it looks great!

6) BUSINESS:

- a)** Lufkin Park: 3D Design has completed the permitting process and continue writing specs for the bids, there was a delay in receiving the specifications from the restrooms and band shelter manufacturer. We hope to have the bid published within the next few days with a bid opening date of August 31st, get started by the end of September and work through the end of the year, starting back again in the spring of 2024 and hope to be done by July 2024.
- b)** Recreation Center: W.B. Olsen is currently reviewing the low bids for the 24 areas that went to bid; these bids need to meet stipulations and parameters set by IDNR. Recommendations to approve contracts should happen at the August 28th board meeting. We hope to break ground in September, and then full speed ahead!

7) PUBLIC COMMENTS ON NON-AGENDA ITEMS: N/A.

8) COMMISSIONER COMMENTS:

- Secretary Storino: *Good to be back in person!*
- Comm. Murphy: *A storyboard or site rendering similar to what was done for the Lufkin renovation project has been a topic of discussion, most recently at coffee with the board. Senior Lunch has been moved this summer to the library, next Friday is the last time we meet at the library before coming back to the Iowa Community Center. Thank you to all of the staff that has been involved.*
- Comm. Noxon: *Welcome back in person, Mike!*

9) CHAIRPERSON COMMENTS: Also glad to have Mike back in person!

10) VILLAGE STAFF COMMENTS:

- Assistant Dir. Racanelli: *Glad to see you, Mike!*
- Sup. Roche: *Welcome back, Mike!*
- Dir. Gola: *Welcome back, Mike! Glad you are here! Thank you everyone!*

11) ADJOURNMENT: Chair Bousum called for meeting to adjourn at 8:15pm. Comm. Noxon made motion and was second by Comm. Murphy. Acclamation vote was taken with all ayes.

NEXT MEETING: September 12, 2023.