



AGENDA
Village Board of Trustees
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

November 18, 2024

Council Chambers

7:00 PM

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT**
4. **APPROVAL OF MINUTES**
 - A. Village Board 11-04-2024
5. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda.)

 - A. Approval of Agenda
 - B. Approval of the schedule of bills for 11-18-2024 - \$4,530,046.55
 - C. Authorization to enter into an agreement with Carbonhouse, LLC, Charlotte, NC for a website redesign for NOWArena.com in an amount not to exceed \$35,000.
 - D. Approval of construction engineering services agreement with Civiltech Engineering, Inc, for the Hassell Road STP Resurfacing Project in an amount not to exceed \$136,582.
 - E. Approval of an Ordinance for a Joint Funding Agreement with IDOT and local funding appropriation for the Hassell Road STP Resurfacing Project.
 - F. Approval of an Ordinance amending the Village of Hoffman Estates Health Reimbursement Arrangement (HRA) with Bencor/MidAmerica.
 - G. Approval of a one-year extension of preliminary and final site plan approval for Belle Tire located at 1165 W. Higgins Road.
 - H. Authorization to award a contract to Thompson Elevator Inspection Service, Inc., of Mount Prospect, IL for elevator inspection and plan review services for a three-year term ending December 1, 2027.
 - I. Authorization to:
 - a. award a contract to Construction Inc. of Lombard, IL for the Village Green Concessions & Restrooms Project in an amount not to exceed \$3,899,000; and

- b. grant the Village Manager authority to approve change orders, as needed, in an amount not to exceed \$30,000.

6. **REPORTS**

A. President's Report

1. Presentation(s)

- a. Recognition of Fire Lieutenant Nick Forsythe for His Response to Hurricane Helene in North Carolina as a Member of the Illinois Water-Rescue-1 Team

2. Proclamation(s)

- a. Universal Children's Day
- b. Small Business Saturday
- c. Giving Tuesday

3. Board & Commission Appointment(s)/Reappointment(s)/Resignation(s)

- a. Jodi Schultz, Resignation, Commission for Senior Citizens and Fourth of July Commission

B. Trustee Comments

C. Village Manager's Report

D. Village Clerk's Report

E. Committee Reports

1. Finance

2. Public Works & Utilities

3. Public Health & Safety

F. Treasurer's Report

7. **ADDITIONAL BUSINESS**

8. **ADJOURNMENT**

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

MEETING: **HOFFMAN ESTATES VILLAGE BOARD**
DATE: **NOVEMBER 4, 2024**
PLACE: **COUNCIL CHAMBERS**
 MUNICIPAL BUILDING COMPLEX
 1900 HASSELL ROAD
 HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER/ROLL CALL

Village President William McLeod called the meeting to order at 7:10 p.m. The Village Clerk called the roll. Trustees present: Patrick Kinnane, Anna Newell, Gary Pilafas, Gary Stanton, Karen Arnet. Trustee Karen Mills attended by phone.

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT

E. Palm, Village Manager
D. O'Malley, Deputy Village Manager
J. Pape, Assistant Village Manager
A. Janura, Corporation Counsel
J. Dickson, Asst. Corporation Counsel
K. Cawley, Chief of Police
A. Wax, Fire Chief
J. Bending, Asst. Police Chief
R. Musiala, Finance Director
J. Nebel, PW Director
P. Seger, HRM Director
M. Saavedra, HHS Director
D. Raszka, Director of IT
M. Brito, Communications Mgr.
R. Signorella, Multimedia Production Manager

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Trustee Kinnane.

3. PUBLIC COMMENTS

Mayor McLeod requested that this item be moved to after Additional Business item 7.

4. APPROVAL OF MINUTES

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Item 4A.

4.A. Approval of Minutes 10-21-24

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Abstain:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to approve Item 4B.

4.B. Approval of Minutes 10-28-24

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Abstain:

Mayor McLeod voted aye.

Motion carried.

5. CONSENT AGENDA/OMNIBUS VOTE:

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.A.

5.A. Approval of Agenda

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.B.

5.B. Approval of the schedule of bills for November 4, 2024 - \$2,761,504.14.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.C.

5.C. Authorization to:

- a. Waive formal bidding (due to utilization of a government master agreement); and
- b. Purchase of nine Panasonic laptops from CDS Office Technologies, Itasca, IL, in an amount not to exceed \$42,714.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.D.

5.D. Authorization to:

- a. Waive formal bidding (due to sole source); and
- b. Purchase Laserfiche cloud licensing from TKB Associates Inc, Mokena, IL, in an amount not to exceed \$41,950.00.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.E.

5.E. Authorization to:

- a. Waive formal bidding; and
- b. Purchase one replacement heavy-duty dump truck chassis from JX Truck Center, Wadsworth, IL (via Sourcewell Purchasing Consortium) in an amount not to exceed \$152,250; and
- c. Grant the Village Manager authority to approve change orders associated with this request, as needed, in a total amount not to exceed \$30,000.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.F.

5.F. Authorization to:

- a. Waive formal bidding; and
- b. Purchase two snowplows from Lindco Equipment Sales, Merrillville, IN (via Sourcewell Purchasing Consortium) in an amount not to exceed \$64,000.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.G.

5.G. Authorization to:

- a. Waive formal bidding; and
- b. Purchase replacement chassis from Friendly Ford, Roselle, IL (low quote) in an amount not to exceed \$348,584; and
- c. Grant the Village Manager authority to approve change orders, as needed, in an amount not to exceed \$24,000.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.H.

5.H. Ratification of the Village Manager's Authorization of an Emergency Expenditure for the replacement of 2 boilers at Fire Station 24 to Moltree Mechanical, Johnsburg, IL in an amount not to exceed \$33,700.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.I.

5.I. Authorization to approve Change Order #3 for engineering services for Pfizer Lift Station improvements to Ciorba Group, Chicago, IL in an amount not to exceed \$5,633.60.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.J.

5.J. Authorization to approve a Change Order for the concrete restoration program contract with Schroeder & Schroeder Inc., Skokie, IL in an amount not to exceed \$23,265.74.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.K.

5.K. Authorization to award contract to Insituform Technologies USA, LLC of Chesterfield, MO for the Barrington Square Town Center Sanitary Sewer Rehabilitation Project in an amount not to exceed \$175,850.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.L.

5.L. Authorization to award contract to Hoerr Construction, Inc. of Goodfield, IL for the 2024 Storm Sewer Rehabilitation Project in an amount not to exceed \$1,298,006.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 5.M.

5.M. Approval of ordinance #5121-2024 authorizing participation as a member in the Illinois Emergency Management Mutual Aid System Response pursuant to an intergovernmental agreement for the establishment of a mutual aid intergovernmental service agreement.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

6. REPORTS

6.A. President's Report

1. Presentation(s)

- a. Introduction and Welcome of K9 Ajax and Handler Officer Grant Mullin.

Mayor McLeod invited Police Chief Cawley to come forward and introduce our new K9 Officer Ajax along with his handler Officer Grant Mullin. Officer Ajax has had training in narcotics detection, article search, building searches, and tracking. His additional training includes CS Gas, exposure to gunfire, drone operations, water deployment, and in tandem with SWAT team training. He graduated from the academy on October 18th and has since had several successful deployments. His handler, Officer Grant Mullin, who lives and trains with Ajax 24/7, is dedicated to maintaining their high level of readiness. Officer Grant Mullin thanked the board for the opportunity granted to him.

2. Proclamation(s)

Trustee Newell read the following proclamation.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to concur with the proclamation proclaiming Friday, November 15, 2024, as America Recycles Day.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Public Works Director Joe Nebel accepted the proclamation.

Trustee Pilafas read the following proclamation.

Motion by Trustee Kinnane, seconded by Trustee Arnet, to concur with the proclamation proclaiming month of November, 2024, as Hoffman Estates' Dementia Friendly Community Month.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Dr. Monica Saavedra accepted the proclamation.

3. Boards & Commissions Appointment(s)/Reappointment(s)/Resignation(s)

Motion by Trustee Arbet, seconded by Trustee Pilafas, to accept the appointment of Wendy Schmidt as Co-Chair to the Platzkonzert Commission.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Stanton, seconded by Trustee Arnet, to accept the resignation of Stefania Chicaiza from the Cultural Awareness Commission.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

Mayor McLeod mentioned upcoming Veterans Day and invited everyone in the community to join the Veterans Memorial Commission at the annual remembrance ceremony that will be held on Monday, November 11 at 10:45a.m. at the Police Department. Mayor McLeod attended a PACE ReVision briefing, a couple meetings at Village Hall, the Public Works Open House and

Pumpkin Smash, and he welcomed Santa Claus at Cabela's Winter Wonderland event. He also attended the CRC Ribbon Cutting. He invited Chief Cawley up to speak about the new CRC (Community Resource Center) located at the Police Department. Chief Cawley explained that the room is designated mainly for the social worker division, equipped to address the immediate needs of the community with donated resources. Additionally, it will facilitate Crisis Management Services for urgent situations, and long-term support from HHS and other sources can also be arranged.

6.B. Trustee Comments

Trustee Mills had no comment.

Trustee Kinnane attended several volunteer functions for Our Lady of Angels Mission in Chicago, the Whiteley School Trunk or Treat, a Knights of Columbus breakfast meeting, Fire Station 21 Groundbreaking, and the CRC Ribbon Cutting.

Trustee Arnet attended the Whiteley Trunk or Treat, Fire Station 21 Groundbreaking, Public Works Open House, and the arrival of Santa Claus at Cabela's Winter Wonderland event.

Trustee Stanton helped serve at the Senior Commission's Senior Luncheon and he attended the Whiteley School Trunk or Treat, Fire Station 21 Groundbreaking, Public Works Open House and Pumpkin Smash, and the CRC Ribbon Cutting.

Trustee Newell also helped serve at the Senior Commission's Senior Luncheon and she attended the Whiteley School Trunk or Treat, Fire Station 21 Groundbreaking, Public Works Open House and Pumpkin Smash, and the CRC Ribbon Cutting. She thanked and congratulated all the school children who participated in the energy hug writing contest.

Trustee Pilafas attended the Fire Station 21 Groundbreaking, He commended Chief Wax and Deputy Village Manager, Dan O'Malley for their efforts, as well as to the many others who contributed significantly to the planning of that firehouse. He also congratulated Public Works on a successful open house. He welcomed Officer Mullin and Officer Ajax, and he also mentioned the upcoming Cram the Cruiser Food Drive event to be held at the Police Department on Friday, November 8th from 5:00p.m. to 8:00p.m.

6.C. Village Manager's Report

The Village Manager had no report.

6.D. Village Clerk's Report

The Village Clerk stated that during the month of October, 17 passports were processed and 285 FOIA requests were responded to.

6.E. Committee Reports

Planning, Building & Zoning

Trustee Stanton stated that they would be meeting to discuss an approval of a one-year extension of preliminary and final site plan approval for Belle Tire located at 1165 W. Higgins Road, and to receive and file the Planning Division Monthly Report, the Code Enforcement Division Monthly Report and the Economic Development and Tourism Monthly Report.

General Administration & Personnel

Trustee Kinnane stated that they would be meeting to receive and file the Cable TV Monthly Report, the Human Resources Management Monthly Report and the Legislative Operations & Outreach Monthly Report.

Transportation & Road Improvement

Trustee Arnet stated that they would be meeting to discuss approval of a construction engineering services agreement with Civiltech Engineering, Inc, for the Hassell Road STP Resurfacing Project in an amount not to exceed \$136,582, approval of a Joint Funding Agreement with IDOT and local funding appropriation for the Hassell Road STP Resurfacing Project, approval of an ordinance appropriating funds for the village share of the Hassell Road STP Resurfacing Project, and to receive and file the Transportation Division Monthly Report.

7. ADDITIONAL BUSINESS

Motion by Trustee Kinnane, seconded by Trustee Stanton, to approve Item 7.A.

7.A. Approval of ordinance #5122-2024 amending section 8-3-22, number of licenses of article 3, alcoholic liquors, of the Hoffman Estates Municipal Code (increase the number of class "A" licenses for Richest Thai LLC dba Taste of Thai 1029-31 West Golf Road, Hoffman Estates, IL).

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

Mayor McLeod voted aye.

Motion carried.

3. PUBLIC COMMENT

Several audience members addressed the Village Board to protest the war in Gaza and asked the Village Board to pass a cease fire resolution or proclamation.

8. ADJOURNMENT

Motion by Trustee Arnet, seconded by Trustee Newell, to adjourn the meeting. Time: 8:08 p.m.

Roll Call:

Aye: Mills, Newell, Pilafas, Stanton, Arnet, Kinnane

Nay:

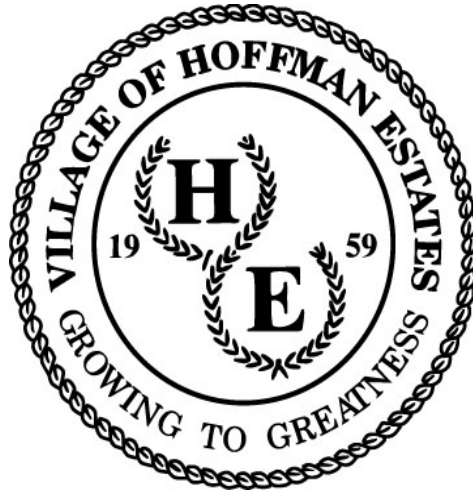
Mayor McLeod voted aye.
Motion carried.

Patty Richter
Village Clerk

Date Approved

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

DRAFT



BILL LIST SUMMARY

BILL LIST AS OF	11/18/2024	\$	754,896.53
MANUAL CHECKS	11/01 - 11/14/2024	\$	169,479.47
PAYROLL	11/15/2024	\$	1,532,515.27
CREDIT CARDS	09/06 - 10/05/2024	\$	296,666.68
WIRES	10/01 - 10/31/2024	\$	1,776,488.60
TOTAL			\$ 4,530,046.55

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 18, 2024

ACCOUNT		VENDOR	DESCRIPTION	AMOUNT
GENERAL FUND				
01	0301	STAPLES	OFFICE SUPPLIES	\$72.05
01	0302	ADVANCE AUTO PARTS	STOCK REPAIR PARTS	\$34.72
01	0302	BUMPER TO BUMPER/ LEE AUTO	RTN STOCK REPAIR PARTS	(\$50.00)
01	0302	BUMPER TO BUMPER/ LEE AUTO	STOCK REPAIR PARTS	\$158.15
01	0302	CAR-ONE TIRE AND AUTO	STOCK REPAIR PARTS	\$1,168.00
01	0302	HERITAGE-CRYSTAL CLEAN	STOCK REPAIR PARTS	\$376.41
01	0302	O'REILLY AUTO PARTS	STOCK REPAIR PARTS	\$133.32
01	0302	POMP'S TIRE	DELIVERY FUEL SURCHARGE	\$5.00
01	0302	POMP'S TIRE	LT245/75R17 TRANSFORC AT2	\$1,206.08
01	0302	POMP'S TIRE	TIRE USER FEE-IL	\$20.00
CASH AND INVENTORIES				\$3,123.73
01	1432	THE MILLING & PAVING COMPANY	ENGINEERING DEPOSIT REFUND	\$1,000.00
01	1445	ADVOCUS NATIONAL TITLE INSURANCE	TRANSFER STAMP OVERPAYMENT	\$6.00
01	1445	BARRINGTON BANK & TRUST COMPANY	PAYMENT SENT IN ERROR	\$40.00
01	1445	RICH TURMAN	INSURANCE OVERPAYMENT RFND	\$23.34
01	1445	STRYKER MEDICAL	ESTIMATED SHIPPING/HANDLING	\$35.78
01	1445	STRYKER MEDICAL	XPEDITION - PROCARE	\$2,189.64
01	1445	STRYKER MEDICAL	XPIDITION STAIR CHAIR	\$349.60
01	1445	TWELVE OAKS AT MORNINGSSIDE ASSOC.	BUSINESS LICENSE OVERPMNT RFND	\$75.00
PAYMENTS FROM DEPOSITS ON HAND				\$3,719.36
01	1214	NCPERS-IL IMRF	DED:2030 IMRF LIFE	\$816.00
01	1218	INT'L BROTHERHOOD TEAMSTERS LCL 700	DED:2034 PW DUES	\$4,221.00
01	1218	METROPOLITAN ALLIANCE OF POLICE	DED:2033 MAP 96	\$3,840.00
01	1218	METROPOLITAN ALLIANCE OF POLICE	DED:2038 MAP 97	\$540.00
01	1226	PRE PAID LEGAL SERVICE INC	DED:2035 LEGAL	\$654.26
01	1232	LYDIA S. MEYER TRUSTEE	DED:0021 CT ORDER	\$850.00
PAYROLL DEDUCTION				\$10,921.26
01000011	3203	ILLINOIS STATE POLICE	LIQUOR CONTROL -CTR 4365	\$56.50
01000013	3405	EMS MC	MEDICAL BILLING AUG 2024	\$7,320.00
01000013	3405	EMS MC	MEDICAL BILLING SEP 2024	\$8,996.84
01000013	3405	NATIONAL GOVERNMENT SERVICES INC	PMNT RECEIVED FROM CXL CLAIM	\$3.26
01000013	3431	CHRISTINE MOORE	JAN/FEB DENTAL PREMIUM RFND	\$66.06
GENERAL-REVENUE ACCOUNTS				\$16,442.66
01101124	4507	DAN SHOMON INC	FEB & MAR'24 CONSULTING FEE	\$9,000.00
LEGISLATIVE				\$9,000.00
01101223	4402	WAREHOUSE DIRECT	OFFICE SUPPLIES	\$13.63
01101224	4542	LANGUAGE LINE SERVICES INC	PHONE INTERPRETATION	\$50.00
ADMINISTRATIVE				\$63.63

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 18, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01101324 4542	RICHARD A KAVITT ATTORNEY AT LAW	PROFESSIONAL SERVICES	\$1,500.00
01101324 4567	CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	\$3,656.25
01101324 4567	SAUL EWING LLP	PROFESSIONAL SERVICES	\$921.61
LEGAL			\$6,077.86
01101423 4402	STAPLES	OFFICE SUPPLIES	\$15.96
FINANCE			\$15.96
01101522 4303	MUNICIPAL CLERKS OF ILLINOIS	MCI MEMBERSHIP DUES	\$170.00
VILLAGE CLERK			\$170.00
01102524 4507	MECO CONSULTING GROUP, LLC	NOV/DEC'24 CITIZEN NEWSLETTER	\$3,400.00
01102524 4507	MONA S MORRISON	PHOTO SHOOT - PW OPEN HOUSE	\$160.00
01102524 4507	REVIZE LLC	SOFTWARE SYSTEMS	\$29,025.00
COMMUNICATIONS			\$32,585.00
01107124 4510	AMPERAGE ELECTRICAL SUPPLY	VARIOUS SUPPLIES	\$980.75
01107124 4510	FULTON SIREN SERVICES	MONITORING SIREN SYSTEM	\$508.95
EMERGENCY OPERATIONS			\$1,489.70
TOTAL GENERAL GOVERNMENT DEPARTMENT			\$49,402.15
POLICE DEPARTMENT			
01201223 4402	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$320.28
01201223 4403	CLASS PRINTING	CRC BROCHURE - ENGL/SPAN	\$530.00
01201223 4417	WALGREENS	PRESCRIPTION	\$84.98
01201224 4507	MORIZZO FUNERAL HOME & CREMATION	PROFESSIONAL SERVICES	\$380.00
ADMINISTRATIVE			\$1,315.26
01202122 4301	ILLINOIS TACTICAL OFFICER'S ASSOC.	ITOA CONFERENCE - P. GIACONE	\$390.00
01202122 4301	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING 10/07-08/24	\$160.00
01202122 4301	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING 10/24-25/24	\$80.00
01202122 4304	J.G. UNIFORMS, INC.	UNIFORMS	\$895.90
01202123 4403	PLUM GROVE PRINTERS INC	POLICE CASE NUMBER CARDS	\$50.00
01202123 4414	FOX VALLEY FIRE & SAFETY CO	REPAIR SERVICE	\$253.45
01202123 4414	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	\$38.39
01202124 4510	ULTRA STROBE COMMUNICATIONS	CODE3 LIGHTING L BRACKET	\$102.00
01202124 4510	ULTRA STROBE COMMUNICATIONS	FEDERAL SIGNAL 100 WATT	\$339.90
01202124 4510	ULTRA STROBE COMMUNICATIONS	FEDERAL SIGNAL SPEAKER	\$39.90
01202124 4510	ULTRA STROBE COMMUNICATIONS	HAVIS LAPTOP STAND	\$1,211.90
01202124 4510	ULTRA STROBE COMMUNICATIONS	SOUND OFF DOME LIGHT	\$145.90
01202124 4542	DACRA TECH LLC	SOFTWARE SERVICE OCT'24	\$1,750.00
PATROL & RESPONSE			\$5,457.34

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 18, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01202323 4403	PLUM GROVE PRINTERS INC	BUSINESS CARDS	\$33.95
01202324 4542	TRANSUNION RISK & ALTERNATIVE	PROFESSIONAL SERVICES	\$111.00
INVESTIGATIONS			\$144.95
01202524 4542	NORTHWEST CENTRAL DISPATCH SYSTEM	DEC'24 MEMBER ASSESSMENT	\$32,695.60
COMMUNICATIONS			\$32,695.60
01202924 4508	GOLF ROSE PET LODGE	ANIMAL CARE_OCT'24	\$3,664.20
ADMINISTRATIVE SERVICES			\$3,664.20
TOTAL POLICE DEPARTMENT			\$43,277.35
FIRE DEPARTMENT			
01303122 4304	TODAYS UNIFORMS	UNIFORMS	\$1,164.10
01303122 4304.16	AIR ONE EQUIPMENT INC	G200001D-1 GLOBE GUARD	\$4,812.00
01303122 4304.16	EAGLE ENGRAVING, INC.	FIREGROUND ID TAG 3/8INCH	\$56.00
01303123 4408.13	MR ACE LLC	VARIOUS SUPPLIES	\$11.56
01303123 4408.17	DJS SCUBA LOCKER INC	HOOD/NECK SEAL FOR SLT	\$370.00
01303124 4510.12	DAVID CLARK COMPANY INC	REPAIR SERVICE	\$87.75
SUPPRESSION			\$6,501.41
01303222 4301	WILLIAM RAINEY HARPER COLLEGE	COURSE FOR 3 STUDENTS	\$8,953.50
01303223 4419	AIRGAS USA, LLC	MEDICAL SUPPLIES	\$533.07
01303224 4510	AIR ONE EQUIPMENT INC	ESTIMATED SHIPPING/HANDLING	\$10.00
01303224 4510	AIR ONE EQUIPMENT INC	OXYGEN PIGTAILS - 48 IN	\$363.50
01303225 4602	FLEXICARE INC.	ESTIMATED SHIPPING/HANDLING	\$74.77
01303225 4602	FLEXICARE INC.	LARYNGOSCOPE HANDLE	\$500.00
01303225 4602	FLEXICARE INC.	PROVU DISPLAY & CHARGER	\$5,400.00
01303225 4602	FLEXICARE INC.	RIGID STYLET LARGE	\$280.00
01303225 4602	FLEXICARE INC.	SILICONE PROTECTIVE CASIN	\$184.00
EMERGENCY MEDICAL SERVICES			\$16,298.84
01303324 4507	COMCAST BUSINESS	INTERNET SERVICES	\$10.55
01303324 4507	FIRE SAFETY CONSULTANTS INC	INSPECTION SERVICES	\$8,080.00
01303324 4507	FIRE SAFETY CONSULTANTS INC	SPRINKLERS INSPECTIONS	\$775.00
PREVENTION			\$8,865.55
01303525 4602	DREAMSEATS LLC	XZIPIT ROCKER RECLINER	\$5,000.00
FIRE STATIONS			\$5,000.00
TOTAL FIRE DEPARTMENT			\$36,665.80

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 18, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
PUBLIC WORKS			
01401222 4301	AARON HOWE	BUSINESS TRIP LODGING REIMB	\$593.85
01401223 4414	SERVICE SANITATION, INC.	SANITATION SERVICES	\$575.00
01401224 4509	LEAF	COPIER	\$115.86
ADMINISTRATIVE			\$1,284.71
01404123 4408	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$165.46
01404123 4410	ARLINGTON POWER EQUIPMENT	SPECIALTY SIDEWALK SALT	\$2,067.84
01404123 4414	AMPERAGE ELECTRICAL SUPPLY	VARIOUS SUPPLIES	\$1,090.78
01404123 4414	MATTHEW KASPER	CDL RENEWAL REIMB	\$30.00
01404123 4414	RICHARD LAWRECKI	CDL RENEWAL REIMB	\$30.00
01404123 4414	ROBERT GRABOWSKI	CDL RENEWAL REIMB	\$30.00
SNOW & ICE REMOVAL			\$3,414.08
01404223 4414	A & A EQUIPMENT & SUPPLY CO.	VARIOUS SUPPLIES	\$191.51
01404223 4414	MENARDS - HNVR PARK	VARIOUS SUPPLIES	\$220.20
01404224 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 0 SEDGE LITE	\$7,083.51
01404224 4521	BUILDERS ASPHALT, LLC	HMA PRIVATE SURFACE	\$551.10
01404224 4542	MEADE ELECTRIC CO., INC.	STREET LIGHTING REPAIR	\$916.50
01404224 4544	GRIMCO INC	VARIOUS SUPPLIES	\$340.34
01404224 4545	A & A EQUIPMENT & SUPPLY CO.	VARIOUS SUPPLIES	\$31.00
TRAFFIC OPERATIONS			\$9,334.16
01404324 4507	ADVANCED TREE CARE	2024 TREE MAINTENANCE PROGRAM	\$6,319.00
01404324 4507	MARK1 LANDSCAPE	2024 PARKWAY RESTORATION	\$1,430.00
01404324 4507	V CARDENAS LANDSCAPING	2024 SEASONAL LANDSCAPING	\$4,154.18
01404324 4507	V CARDENAS LANDSCAPING	2024 LANDSCAPE MAINTENANCE	\$4,634.35
01404325 4610	MARK1 LANDSCAPE	LANDSCAPE SERVICES	\$920.00
FORESTRY			\$17,457.53
01404423 4412	HD SUPPLY FACILITIES MAINTENANCE	SUPRO MAX HAND CLEANER	\$138.53
01404424 4502	COMMONWEALTH EDISON	ELECTRIC 5323 PRAIRIE	\$120.00
01404424 4502	COMMONWEALTH EDISON	ELECTRIC TRAFFIC SIGNAL	\$2,596.44
01404424 4503	NICOR GAS	GAS 1300 WESTBURY DR	\$180.31
01404424 4507	ACCURATE DOCUMENT DESTRUCTION INC	SHREDDING SERVICES	\$1,095.09
01404424 4509	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	\$51.80
01404424 4510	ISADORE ENTERPRISE'S INC.	SHORE UP THE PATIO OVERHANG	\$5,200.00
01404424 4510	KRAMER DATAPOWER INC.	BATTERY REMOVAL & DISPOSAL	\$1,100.00
01404424 4510	THE SHERWIN-WILLIAMS CO	PAINT	\$132.84
01404424 4516	AMLINGS INTERIOR LANDSCAPE	INTERIOR LANDSCAPING	\$471.33
01404424 4516	WOLF ELECTRIC SUPPLY CO	REPAIR PARTS	\$289.00
01404424 4517	MR ACE LLC	VARIOUS SUPPLIES	\$28.99
01404424 4518	CINTAS #22	FLOOR MAT RENTAL AND CLEAN	\$147.97
01404424 4518	GRAINGER INC	REPAIR PARTS	\$46.68
01404424 4518	MR ACE LLC	VARIOUS SUPPLIES	\$2.58
01404424 4518	WEBMARC DOORS	DOOR REPAIR SERVICE	\$428.08
01404424 4520	MR ACE LLC	VARIOUS SUPPLIES	\$10.75
FACILITIES			\$12,040.39

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 18, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01404522 4301	MACQUEEN EMERGENCY	REPAIR PARTS	\$1,395.00
01404522 4301	SCOTT LASKEN	ASE MECHANIC TEST REIMB	\$202.00
01404522 4304	CINTAS #22	UNIFORM AND MAT RENTAL	\$113.03
01404523 4411	AL WARREN OIL CO INC	FUEL BIO-DIESEL	\$3,418.68
01404523 4411	AL WARREN OIL CO INC	FUEL REGULAR	\$12,154.93
01404523 4414	AMAZON CAPITAL SERVICES INC	DRY ERASE WALL PLANNER	\$30.33
01404523 4414	GRAINGER INC	REPAIR PARTS	\$31.02
01404523 4414	MYERS TIRE SUPPLY	VARIOUS SUPPLIES	\$852.19
01404524 4507	PRECISE MRM LLC	5MB FLAT DATA PLAN	\$270.00
01404524 4507	VERIZON CONNECT FLEET USA LLC	WIRELESS SERVICES	\$2,214.05
01404524 4510	CHRIS THIELSEN	VARIOUS SUPPLIES	\$800.00
01404524 4513	BRAD MANNING FORD INC	REPAIR PARTS	\$1,711.46
01404524 4513	BRAD MANNING FORD INC	RTN REPAIR PARTS	(\$1,478.14)
01404524 4513	CAR-ONE TIRE AND AUTO	REPAIR PARTS	\$48.00
01404524 4513	FRIENDLY FORD	REPAIR PARTS	\$74.61
01404524 4513	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	\$218.97
01404524 4513	RT 62 WASH & LUBE	VEHICLE WASH	\$195.95
01404524 4513	SECRETARY OF STATE	TITLE & MP PLATE NEW P59	\$173.00
01404524 4514	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$2.31
01404524 4514	FOSTER COACH SALES INC	REPAIR PARTS	\$191.52
01404524 4514	GRAINGER INC	REPAIR PARTS	\$111.53
01404524 4514	RUSH TRUCK CENTER OF ILLINOIS, INC	TURBO ACTUATOR	\$1,599.91
01404524 4534	ACME TRUCK BRAKE & SUPPLY CO.	REPAIR PARTS	\$179.95
01404524 4534	BLACK WIDOW BEDLINERS	BED LINER AND UNDERCOAT	\$1,755.00
01404524 4534	BUMPER TO BUMPER/ LEE AUTO	REPAIR PARTS	\$97.71
01404524 4534	BUMPER TO BUMPER/ LEE AUTO	RTN REPAIR PARTS	(\$28.47)
01404524 4534	CAR-ONE TIRE AND AUTO	REPAIR PARTS	\$290.14
01404524 4534	IMPERIAL SUPPLIES LLC	REPAIR PARTS	\$176.88
01404524 4534	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	\$1,323.38
01404524 4535	INTERSTATE BATTERIES-NORTH CHICAGO	REPAIR PARTS	\$140.71
FLEET SERVICES			\$28,265.65
01404624 4542	AAA CONCRETE RAISING COMPANY	MUDJACK VILLAGE'S SIDEWALKS	\$6,954.00
F.A.S.T.			\$6,954.00
01404724 4522	WELCH BROS INC	REPAIR PARTS	\$2,560.05
STORM SEWERS			\$2,560.05
TOTAL PUBLIC WORKS DEPARTMENT			\$81,310.57
DEVELOPMENT SERVICES			
01505024 4507	A. EPSTEIN & SONS INTERNATIONAL INC	COMPREHENSIVE MULTIMODAL	\$10,100.86
01505024 4542	AMERICAN TAXI DISPATCH INC	118 TRIPS @ \$7 +ADMIN FEE	\$908.60
01505024 4542	UNITED DISPATCH	SENIOR COUPONS	\$1,407.00
PLANNING AND TRANSPORTATION			\$12,416.46

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 18, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
01505123 4408	MR ACE LLC	VARIOUS SUPPLIES	\$111.93
CODE ENFORCEMENT			\$111.93
01505224 4542	MGT OF AMERICAN CONSULTING LLC	PROFESSIONAL SERVICES	\$7,043.75
ENGINEERING			\$7,043.75
01505924 4546	BISNOW LLC	CHICAGO MORNING BRIEF	\$3,000.00
01505924 4546	ESCAPE THE COLD AISLE	DRONE SPONSOR 2025	\$3,500.00
01505924 4546	REAL ESTATE PUBLISHING CORPORATION	S04 SILVER SPONSORSHIP	\$6,000.00
ECONOMIC DEVELOPMENT			\$12,500.00

TOTAL DEVELOPMENT SERVICES DEPARTMENT **\$32,072.14**

HEALTH & HUMAN SERVICES DEPARTMENT

01556522 4301	CATHY DAGIAN STANTON	MILEAGE REIMB SEP-OCT 2024	\$157.45
01556522 4301	GINA MCCAULEY	MILEAGE REIM SEP-OCT-NOV 2024	\$119.26
01556523 4413	AMSCO MEDICAL	BOX OF PEPTO BISMAL TABS 2X50	\$13.85
01556524 4507.1	MARIA CORNEJO-GARCIA, PSY.D.	WELCOME DINNER REIMB	\$76.78
TOTAL HEALTH & HUMAN SERVICES DEPARTMENT			\$367.34

BOARDS & COMMISSIONS DEPARTMENT

01605724 4507	RESOURCE MANAGEMENT ASSOCIATES	WRITTEN EXAMINATIONS	\$2,821.43
FIRE & POLICE COMMISSION			\$2,821.43

01605824 4555	LANDIS BLAIR	SISTER CITIES REIMB	\$500.00
01605824 4559	JIM GIBBONS	SENIOR COMM HISTORIAN LUNCHEON	\$341.92
01605824 4575	JAMES HOJNACKI	DIGITAL CAMERA SEMINAR	\$200.00
MISCELLANEOUS B & C			\$1,041.92

TOTAL BOARDS & COMMISSIONS DEPARTMENT **\$3,863.35**

TOTAL GENERAL FUND **\$281,165.71**

MFT FUND

03400024 4512	COOK COUNTY TREASURER	ANNUAL TRAFFIC SIGNAL MAINT	\$2,349.35
TOTAL MFT FUND			\$2,349.35

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

04000024 4542	NORTH WEST HOUSING PARTNERSHIP	SINGLE FAMILY PROJECT DELIVERY	\$1,111.20
04000024 4542	NORTH WEST HOUSING PARTNERSHIP	SINGLE FAMILY REHAB	\$24,350.00
04000028 4903	USONA DEVELOPMENT LLC	ADMIN OF CDBG PROGRAM	\$2,677.50
04000028 4903	USONA DEVELOPMENT LLC	ADMIN OF CDBG-CV PROGRAM	\$455.00
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUND			\$28,593.70

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 18, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
ASSET SEIZURE FUND			
08200825 4605	HENRICKSEN	CHADDY, GUEST, MESH BACK	\$1,234.00
08200825 4605	HENRICKSEN	DEWEY LECTERN W/ STORAGE	\$1,410.43
08200825 4605	HENRICKSEN	ESTIMATED SHIPPING/HANDLING	\$225.00
08200825 4605	HENRICKSEN	FLAGSHIP B/F MOBILE PED	\$107.50
08200825 4605	HENRICKSEN	FRINGE, BENCH, 27W 1 SEAT	\$709.91
08200825 4605	HENRICKSEN	FRINGE, MID BACK 1 SEAT	\$1,314.03
08200825 4605	HENRICKSEN	FRINGE, MID BACK, 2 SEAT	\$2,674.01
08200825 4605	HENRICKSEN	IGNITION 2 TASK MID BACK	\$262.50
08200825 4605	HENRICKSEN	MAYER BELMONT GRAVEL BL-0	\$199.80
08200825 4605	HENRICKSEN	MOD 30W A-LEG	\$125.36
08200825 4605	HENRICKSEN	MOD 72WX30D RECTANGULAR	\$79.95
08200825 4605	HENRICKSEN	MOD EXTERNAL STIFFENER	\$32.87
08200825 4605	HENRICKSEN	RECEIVE, DELIVER, INSTALL	\$1,037.50
08200825 4605	HENRICKSEN	VARSITY ARROW POUF	\$2,715.26
08200825 4605	HENRICKSEN	VARSITY HEXAGON POUF	\$981.96
08200825 4605	HENRICKSEN	WHIMSY, 18DIA ROUND, STAT	\$911.68
TOTAL ASSET SEIZURE FUND			\$14,021.76
PRAIRIE STONE CAPITAL FUND			
27000025 4621	TRIA ARCHITECTURE INC	PROFESSIONAL SERVICES	\$18,072.97
TOTAL PRAIRIE STONE CAPITAL FUND			\$18,072.97
ROAD IMPROVEMENT FUND			
29000025 4606	CIVILTECH ENGINEERING, INC.	HASSELL ROAD STP RESURFACE	\$4,903.98
29000025 4610	CIVILTECH ENGINEERING, INC.	PROFESSIONAL SERVICES	\$7,721.33
29000025 4610	HEY AND ASSOCIATES INC	VILLAGE HALL PARKING LOT	\$17,055.00
TOTAL ROAD IMPROVEMENT FUND			\$29,680.31
CAPITAL IMPROVEMENTS FUND			
36000025 4615	CIVILTECH ENGINEERING, INC.	BEVERLY RD PATH & RESURFACE	\$37,085.38
TOTAL CAPITAL IMPROVEMENTS FUND			\$37,085.38
CAPITAL VEHICLE AND EQUIPMENT FUND			
37000025 4602	AXON ENTERPRISE INC	PROFESSIONAL EQUIPMENT	\$1,076.61
37000025 4602	FLOCK GROUP INC	FLOCK SAFETY FALCON	\$21,000.00
37000025 4602	FLOCK GROUP INC	PROFESSIONAL SERVICES - E	\$150.00
37000025 4602	FLOCK GROUP INC	PROFESSIONAL SERVICES - S	\$5,700.00
37000025 4602	FLOCK GROUP INC	SOLAR FALCON LR	\$15,000.00
37000025 4602	FLOCK GROUP INC	SOLAR POWER BOOST	\$1,500.00
37000025 4603	CURRIE MOTORS	2024 FORD EXPEDITION	\$57,995.00
37000025 4603	ULTRA STROBE COMMUNICATIONS	ACE K9 HEAT ALARM SYSTEM	\$1,259.75
37000025 4603	ULTRA STROBE COMMUNICATIONS	CODE 3 MEGA THIN RBW LIGHT	\$2,350.80
37000025 4603	ULTRA STROBE COMMUNICATIONS	WHELEN LIBERTY II DUO OVERHEAD	\$5,020.00
TOTAL CAPITAL VEHICLE AND EQUIPMENT FUND			\$111,052.16

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 18, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
WATERWORKS AND SEWERAGE FUND			
40 0411	ALDIN MUSIC	UB REFUND	\$41.30
40 0411	AMIT VEERGOUDAR	UB REFUND	\$282.21
40 0411	BEN & JESSIE FRITZ	UB REFUND	\$71.44
40 0411	CHRISTINA WASHINGTON	UB REFUND	\$55.00
40 0411	GLENN COHN & APRIL BERN	UB REFUND	\$17.00
40 0411	HOME PARTNERS GA 2015 LLC	UB REFUND	\$27.23
40 0411	JASWANTLAL & KOKLLA THAKKAR	UB REFUND	\$57.94
40 0411	JUN & JOSEPH UESUGI & LEE KIM	UB REFUND	\$53.78
40 0411	KREMENA KARKELANOVA	UB REFUND	\$14.53
40 0411	MELISSA & MELVIN WILLIAMS	UB REFUND	\$86.01
40 0411	NIMESH PATEL	UB REFUND	\$9.69
40 0411	ROSTISLAV BARTNOVSKY	UB REFUND	\$158.81
40 0411	SAIF ALSAMMARRAIE	UB REFUND	\$32.17
40 0411	SALMA JABIR	UB REFUND	\$8.33
40 0411	SETH & KIMBERLY BERENBERG	UB REFUND	\$80.65
40 1445	AMERICAN UNDERGROUND INC	HYDRANT DEPOSIT REFUND	\$750.00
40 1445	THE BOLDT COMPANY	HYDRANT DEPOSIT REFUND	\$1,402.63
WATER MISCELLANEOUS PAYMENT			\$3,148.72

40400013 3425	KEN MATTUCK	UB OVERPAYMENT REFUND	\$7.56
WATER REFUND			\$7.56

40406723 4414	AMPERAGE ELECTRICAL SUPPLY	RTN VARIOUS SUPPLIES	(\$11.25)
40406723 4414	AMPERAGE ELECTRICAL SUPPLY	VARIOUS SUPPLIES	\$122.95
40406723 4414	INDESTRUCTO RENTAL CO., INC.	PUBLIC WORKS OPEN HOUSE	\$1,410.00
40406723 4414	MENARDS - HNVN PARK	VARIOUS SUPPLIES	\$98.52
40406723 4414	MR ACE LLC	VARIOUS SUPPLIES	\$57.04
40406723 4414	O'REILLY AUTO PARTS	REPAIR PARTS	\$24.57
40406723 4414	USA BLUE BOOK	VARIOUS SUPPLIES	\$299.72
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECT 2150 STONINGTON -AUG	\$3,596.07
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECT 2150 STONINGTON -OCT	\$3,605.36
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECT 2150 STONINGTON -SEP	\$3,954.68
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 3451 N WILSHIRE	\$766.55
40406724 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC S/HIGGINS W/OLD	\$366.53
40406724 4503	NICOR GAS	GAS 4690 OLMSTEAD DR	\$49.36
40406724 4507	M.E. SIMPSON CO., INC.	VILLAGE WIDE LEAK DETECTION SURV	\$31,006.00
40406724 4507	PRECISE MRM LLC	5MB FLAT DATA PLAN	\$30.00
40406724 4507	VERIZON CONNECT FLEET USA LLC	WIRELESS SERVICES	\$245.90
40406724 4509	ALEXANDER CHEMICAL CORPORATION	CONTAINERS RENTAL	\$136.00
40406724 4509	LEAF	COPIER	\$115.87
40406724 4510	ADVANCE AUTO PARTS	REPAIR PARTS	\$16.41
40406724 4526	DUBOIS PAVING CO.	DRIVEWAY REPLACEMENT	\$20,700.00
40406724 4526	MENARDS - HNVN PARK	VARIOUS SUPPLIES	\$197.84
40406724 4526	WOLF ELECTRIC SUPPLY CO	REPAIR PARTS	\$612.50
40406724 4527	AMPERAGE ELECTRICAL SUPPLY	VARIOUS SUPPLIES	\$945.20
40406724 4529	BEVERLY MATERIALS, L.L.C.	051 CM-06/020 CM11 WASHED	\$1,522.56
40406724 4529	GREEN SOILS MANAGEMENT LLC	SCREENED TOPSOIL/TON	\$35.85
40406724 4529	GUTERMANN INC	ZONESCAN LOGGER HEALTH	\$911.20
40406724 4529	LEE JENSEN SALES CO., INC.	REPAIR PARTS	\$225.00

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 18, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
40406724 4585	ADVANCE AUTO PARTS	REPAIR PARTS	\$26.70
40406724 4585	BOB ROHRMAN'S SCHAUMBURG FORD	REPAIR PARTS	\$40.29
40406724 4585	BUMPER TO BUMPER/ LEE AUTO	REPAIR PARTS	\$77.18
40406724 4585	RUSH TRUCK CENTER OF ILLINOIS, INC	REPAIR PARTS	\$1,006.38
40406724 4585	SEWER EQUIPMENT CO OF AMERICA	REPAIR PARTS	\$836.69
40406724 4585	SEWER EQUIPMENT CO OF AMERICA	VARIOUS SUPPLIES	\$451.69
WATER DIVISION			\$73,479.36

40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1101 WESTBURY	\$982.99
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 1513 GOLF RD	\$970.03
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 2364 HIGGINS RD	\$1,386.75
40406824 4502	CONSTELLATION NEW ENERGY INC	ELECTRIC 5400 W GOLF RD	\$2,528.15
40406824 4507	SAUL EWING LLP	PROFESSIONAL SERVICES	\$14,700.00
40406824 4510	BATTERIES PLUS BULBS	BATTERIES	\$182.45
40406824 4525	ENVIRONMENTAL LEVERAGE INC.	HIGH GREASE/FOG FORMULAT	\$1,170.00
40406824 4525	GRAINGER INC	REPAIR PARTS	\$1,014.88
40406824 4525	MENARDS - HNV R PARK	VARIOUS SUPPLIES	\$96.34
40406824 4530	VCNA PRAIRIE LLC	CONCRETE	\$1,079.00
40406825 4602	FULLIFE SAFETY CENTER	SAFETY SUPPLIES	\$77.50
SEWER DIVISION			\$24,188.09

40407024 4542	FIRST BILLING SERVICES LLC	BILLING SERVICES	\$8,251.96
BILLING DIVISION			\$8,251.96

TOTAL WATERWORKS AND SEWERAGE FUND			\$109,075.69
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NOW ARENA OPERATING FUND

41000024 4510	FACILITY GATEWAY CORPORATION	NOW ARENA MAIN SERVER REPLAC	\$2,350.00
TOTAL NOW ARENA OPERATING FUND			\$2,350.00

INSURANCE FUND

46 1101	JAMES LOGAN	SICK INCENTIVE REIMB	\$2,801.70
RISK RETENTION			\$2,801.70

46700024 4552	EBY GRAPHICS	VEHICLE GRAPHIC	\$621.47
46700024 4552	FRIENDLY FORD	REPAIR SERVICE	\$1,639.51
RISK RETENTION			\$2,260.98

TOTAL INSURANCE FUND			\$5,062.68
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INFORMATION TECHNOLOGY FUND

47001222 4301	PLUM GROVE PRINTERS INC	BUSINESS CARDS	\$101.85
ADMINISTRATIVE			\$101.85

VILLAGE OF HOFFMAN ESTATES

NOVEMBER 18, 2024

ACCOUNT	VENDOR	DESCRIPTION	AMOUNT
47008524 4507	SERVERCENTRAL LLC	CLOUD STORAGE	\$600.00
47008524 4507	TECHNO CONSULTING INC	N-ABLE, HELP DESK	\$2,236.80
47008524 4507	TKB ASSOCIATES INC	LASERFICHE LICENSING	\$41,950.00
47008525 4602	THE FINER LINE	NAME PLATES & BUSINESS CARDS	\$58.40
OPERATIONS			\$44,845.20
47008625 4602	AGILANT SOLUTIONS	SWITCHES FOR DISCRETE NET	\$23,240.00
47008625 4602	DELL MARKETING LP	ANNUAL FIRE MDT PURCHASE	\$16,493.88
47008625 4619	SUPERION LLC	FINANCE PLUS 5.2 UPGRADE	\$11,370.00
CAPITAL ASSETS			\$51,103.88
TOTAL INFORMATION TECHNOLOGY FUND			\$96,050.93
ROSELLE ROAD TIF FUND			
62000024 4507	ARTHUR L JANURA JR	LEGAL SERVICES APR-NOV'24	\$1,462.50
62000024 4507	CHRISTOPHER B. BURKE ENGINEERING	ROSELL TIF STORM - FEMA L	\$6,400.00
62000024 4507	NBCUNIVERSAL MEDIA LLC	PROFESSIONAL SERVICES`	\$3,725.89
TOTAL ROSELLE ROAD TIF FUND			\$11,588.39
LAKEWOOD CENTER TIF FUND			
67000024 4507	ARTHUR L JANURA JR	LEGAL SERVICES JAN-NOV'24	\$3,120.00
TOTAL LAKEWOOD CENTER TIF FUND			\$3,120.00
HIGGINS - OLD SUTTON TIF FUND			
68000024 4507	ARTHUR L JANURA JR	LEGAL SERVICES JAN-NOV'24	\$1,462.50
TOTAL HIGGINS - OLD SUTTON TIF FUND			\$1,462.50
STONINGTON / PEMBROKE TIF FUND			
69000024 4507	ARTHUR L JANURA JR	LEGAL SERVICES APR-NOV'24	\$877.50
TOTAL STONINGTON / PEMBROKE TIF FUND			\$877.50
HIGGINS / HASSELL TIF FUND			
72000024 4542	V3 COMPANIES, LTD	BARRINGTON SQUARE TOWN CENT	\$460.00
72000024 4567	ARTHUR L JANURA JR	LEGAL SERVICES JAN-NOV'24	\$2,827.50
TOTAL HIGGINS / HASSELL TIF FUND			\$3,287.50
BILL LIST TOTAL			\$754,896.53

SUPERION
DATE: 11/14/2024
TIME: 12:41:48

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20241101 00:00:00.000' and '20241114 00:00:00.000'
ACCOUNTING PERIOD: 11/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	132225 V	09/06/23	17459	MATTHEW KASPER	01404123	CDL RENEWAL REIMB	0.00	-30.00
0102	134152 V	02/20/24	20630	CHRISTINE MOORE	01000013	JAN/FEB DENTAL PREM RF	0.00	-66.06
0102	134890 V	05/07/24	20968	DAN SHOMON INC	01101124	MAR'24 CONSULTING FEE	0.00	-4,500.00
0102	134890 V	05/07/24	20968	DAN SHOMON INC	01101124	FEB'24 CONSULTING FEE	0.00	-4,500.00
TOTAL CHECK							0.00	-9,000.00
0102	135085 V	05/21/24	21924	BARRINGTON BANK & TRUST	01	PAYMENT SENT IN ERROR	0.00	-40.00
0102	136787 V	10/22/24	22109	GREGORY KOCKO	01000014	CODE TKTS OVERPMNT REF	0.00	-2,083.79
0102	136911 V	11/05/24	1679	BOUND TREE MEDICAL, LLC	01303223	MYLAR BLANKETS	0.00	-5.00
0102	136911 V	11/05/24	1679	BOUND TREE MEDICAL, LLC	01303223	1 INCH TAPE	0.00	-44.98
TOTAL CHECK							0.00	-49.98
0102	137040	11/01/24	21180	ILLINOIS PUBLIC RISK FUN	46700024	IPRF DEDUCTIB 9/30/24	0.00	159,887.37
0102	137041	11/01/24	20776	LINDA DRESSLER	01605824	PLATZKONZ SUPPL REIM	0.00	114.57
0102	137042	11/05/24	1679	BOUND TREE MEDICAL, LLC	01303223	1 INCH TAPE	0.00	44.98
0102	137043 V	11/05/24	22134	ALDIN MUSIC	40	UB REFUND	0.00	-41.30
0102	137044 V	11/05/24	22131	AMIT VEERGOUDAR	40	UB REFUND	0.00	-282.21
0102	137045 V	11/05/24	22127	BEN & JESSIE FRITZ	40	UB REFUND	0.00	-71.44
0102	137046 V	11/05/24	22138	CHRISTINA WASHINGTON	40	UB REFUND	0.00	-55.00
0102	137047 V	11/05/24	22139	GLENN COHN & APRIL BERN	40	UB REFUND	0.00	-17.00
0102	137048 V	11/05/24	22136	HOME PARTNERS GA 2015 LL	40	UB REFUND	0.00	-27.23
0102	137049 V	11/05/24	22133	JASWANTLAL & KOKLLA THAK	40	UB REFUND	0.00	-57.94
0102	137050 V	11/05/24	22132	JUN & JOSEPH UESUGI & LE	40	UB REFUND	0.00	-53.78
0102	137051 V	11/05/24	22128	KREMENA KARKELANOVA	40	UB REFUND	0.00	-14.53
0102	137052 V	11/05/24	22125	MELISSA & MELVIN WILLIAM	40	UB REFUND	0.00	-86.01
0102	137053 V	11/05/24	22137	NIMESH PATEL	40	UB REFUND	0.00	-9.69
0102	137054 V	11/05/24	22135	ROSTISLAV BARTNOVSKY	40	UB REFUND	0.00	-158.81
0102	137055 V	11/05/24	22129	SAIF ALSAMMARRAIE	40	UB REFUND	0.00	-32.17
0102	137056 V	11/05/24	22130	SALMA JABIR	40	UB REFUND	0.00	-8.33
0102	137058	11/05/24	22134	ALDIN MUSIC	40	UB REFUND	0.00	41.30

SUPERION
DATE: 11/14/2024
TIME: 12:41:48

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20241101 00:00:00.000' and '20241114 00:00:00.000'
ACCOUNTING PERIOD: 11/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	137059	11/05/24	22131	AMIT VEERGODAR	40	UB REFUND	0.00	282.21
0102	137060	11/05/24	22127	BEN & JESSIE FRITZ	40	UB REFUND	0.00	71.44
0102	137061	11/05/24	22138	CHRISTINA WASHINGTON	40	UB REFUND	0.00	55.00
0102	137062	11/05/24	22139	GLENN COHN & APRIL BERN	40	UB REFUND	0.00	17.00
0102	137063	11/05/24	22136	HOME PARTNERS GA 2015 LL	40	UB REFUND	0.00	27.23
0102	137064	11/05/24	22133	JASWANTLAL & KOKLLA THAK	40	UB REFUND	0.00	57.94
0102	137065	11/05/24	22132	JUN & JOSEPH UESUGI & LE	40	UB REFUND	0.00	53.78
0102	137066	11/05/24	22128	KREMENA KARKELANOVA	40	UB REFUND	0.00	14.53
0102	137066 V	11/05/24	22128	KREMENA KARKELANOVA	40	UB REFUND	0.00	-14.53
TOTAL	CHECK						0.00	0.00
0102	137067	11/05/24	22128	KREMENA KARKELANOVA	40	UB REFUND	0.00	14.53
0102	137067 V	11/05/24	22128	KREMENA KARKELANOVA	40	UB REFUND	0.00	-14.53
TOTAL	CHECK						0.00	0.00
0102	137068	11/11/24	22109	GREGORY KOCKO	01000014	CODE TKST OVERPMT RFD	0.00	2,083.79
0102	137069	11/11/24	2226	PETTY CASH	01201223	PETTY CASH	0.00	57.61
0102	137069	11/11/24	2226	PETTY CASH	01201223	PETTY CASH	0.00	6.59
0102	137069	11/11/24	2226	PETTY CASH	01202423	PETTY CASH	0.00	50.00
0102	137069	11/11/24	2226	PETTY CASH	01107122	PETTY CASH	0.00	29.62
0102	137069	11/11/24	2226	PETTY CASH	01202923	PETTY CASH	0.00	19.79
TOTAL	CHECK						0.00	163.61
0102	137070	11/11/24	22140	JOHN ZALEJSKI	29000025	SPRINKLER DAMAGE REIM	0.00	488.00
0102	137071	11/11/24	2645	FEDERAL EXPRESS CORP	01101423	SHIPPING	0.00	45.78
0102	137072	11/11/24	20911	PEERLESS NETWORK INC	01404424	LANDLINES	0.00	2,395.18
0102	137072	11/11/24	20911	PEERLESS NETWORK INC	40406724	LANDLINES	0.00	903.00
0102	137072	11/11/24	20911	PEERLESS NETWORK INC	01556524	LANDLINES	0.00	3.41
TOTAL	CHECK						0.00	3,301.59
0102	137073	11/11/24	22128	KREMENA KARKELANOVA	40	UB REFUND	0.00	14.53
0102	137074	11/11/24	22125	MELISSA & MELVIN WILLIAM	40	UB REFUND	0.00	86.01
0102	137075	11/11/24	22137	NIMESH PATEL	40	UB REFUND	0.00	9.69
0102	137076	11/11/24	22135	ROSTISLAV BARTNOVSKY	40	UB REFUND	0.00	158.81
0102	137077	11/11/24	22129	SAIF ALSAMMARRAIE	40	UB REFUND	0.00	32.17
0102	137078	11/11/24	22130	SALMA JABIR	40	UB REFUND	0.00	8.33

SUPERION
DATE: 11/14/2024
TIME: 12:41:48

VILLAGE OF HOFFMAN ESTATES
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.t_c='20' and transact.trans_date between '20241101 00:00:00.000' and '20241114 00:00:00.000'
ACCOUNTING PERIOD: 11/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
0102	137079	11/11/24	22126	SETH & KIMBERLY BERENBER	40	UB REFUND	0.00	80.65
0102	137080	11/12/24	19229	JEWEL FOOD STORES	01101123	VARIOUS SUPPLIES	0.00	183.68
0102	137080	11/12/24	19229	JEWEL FOOD STORES	40406723	VARIOUS SUPPLIES	0.00	55.28
TOTAL CHECK							0.00	238.96
0102	137081	11/12/24	18050	MARTINA MATHISEN	01605824	SISTER CIT PRESENTAT	0.00	300.00
0102	137082	11/13/24	4046	INDESTRUCTO RENTAL CO.,	01605324	TENT RENTAL_4TH JULY	0.00	4,920.00
0102	137082	11/13/24	4046	INDESTRUCTO RENTAL CO.,	01605824	TENT RENTAL_CELTIC	0.00	4,920.00
0102	137082	11/13/24	4046	INDESTRUCTO RENTAL CO.,	01605824	TENT RENTAL_PLATZKONZ	0.00	4,160.00
TOTAL CHECK							0.00	14,000.00
TOTAL CASH ACCOUNT							0.00	169,479.47
TOTAL FUND							0.00	169,479.47
TOTAL REPORT							0.00	169,479.47

VILLAGE OF HOFFMAN ESTATES
Monthly Credit Card Activity

From: 09/06/2024

To: 10/5/2024

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
ALAN G WAX	AMAZON MKTPL*184IL7FC3	10/03/2024	01303122	4304.16	\$27.48	PERSONAL PROTECT EQUIP
ALAN G WAX	AMAZON MKTPL*8A8BX02P3	09/20/2024	01303523	4412	\$322.69	STATION SUPPLIES
ALAN G WAX	AMAZON MKTPL*OC0C06JQ3	09/20/2024	01303525	4602	\$48.99	STATION SUPPLIES
ALAN G WAX	AMAZON MKTPL*PF3PW3LM3	10/02/2024	01303122	4301.19	\$184.88	TRAINING BOOKS
ALAN G WAX	AMAZON MKTPLACE PMTS	09/25/2024	01303523	4412	-\$136.37	STATION SUPPLIES
ALAN G WAX	AMAZON.COM*B00C24YC3	10/01/2024	01303525	4602	\$71.97	STATION SUPPLIES
ALAN G WAX	AMAZON.COM*F68FU96H3	09/27/2024	01303122	4301.19	\$414.92	TRAINING BOOKS
BEN GIBBS	ADOBE *ADOBE	09/27/2024	01	1445	\$21.24	NOW-SUBSCRIPTION
BEN GIBBS	AMAZON MKTPL*FD0MI71N3	09/27/2024	01	1445	\$69.86	NOW-SUPPLIES
BEN GIBBS	AMAZON MKTPL*YT8438WR3	10/01/2024	01	1445	\$29.91	NOW-SUPPLIES
BEN GIBBS	AMAZON MKTPL*Z88N860N1	09/13/2024	01	1445	\$32.99	NOW-SUPPLIES
BEN GIBBS	AMAZON MKTPL*ZT2JM77V2	09/06/2024	01	1445	\$103.81	NOW-SUPPLIES
BEN GIBBS	AMAZON MKTPL*ZT5SF9621	09/08/2024	01	1445	\$599.76	NOW-SUPPLIES
BEN GIBBS	AMAZON MKTPLACE PMTS	10/02/2024	01	1445	-\$23.99	NOW-CHARGE CREDIT
BEN GIBBS	AMAZON.COM*977R10DV3	09/25/2024	01	1445	\$17.26	NOW-SUPPLIES
BEN GIBBS	AMAZON.COM*R736M36U3	09/30/2024	01	1445	\$7.95	NOW-SUPPLIES
BEN GIBBS	AMAZON.COM*UU5P13OL3	09/25/2024	01	1445	\$14.24	NOW-SUPPLIES
BEN GIBBS	BOOKEO PTY LTD	10/01/2024	01	1445	\$39.95	NOW-WEB ASSISTANCE
BEN GIBBS	CANVA* I04281-48566372	09/21/2024	01	1445	\$12.99	NOW-SUBSCRIPTION
BEN GIBBS	CHIPOTLE 1169	09/06/2024	01	1445	\$68.43	NOW-EVENT EXP
BEN GIBBS	EB *EVENTBRITE INVOICE	10/02/2024	01	1445	\$33.58	NOW-SUPPLIES
BEN GIBBS	FIVE BELOW 732	09/05/2024	01	1445	\$14.30	NOW-SUPPLIES
BEN GIBBS	GOOGLE *YOUTUBE TV	09/26/2024	01	1445	\$64.99	NOW-ADVERTISING
BEN GIBBS	MAGO GRILL & CANTINA S	10/01/2024	01	1445	\$95.24	NOW-EVENT EXP
BEN GIBBS	NOW ARENA PARKG*FLASH	09/06/2024	01	1445	\$25.00	NOW-TEST
BEN GIBBS	NOW ARENA PARKG*FLASH	09/06/2024	01	1445	\$25.00	NOW-TEST
BEN GIBBS	NOW ARENA PARKG*FLASH	09/06/2024	01	1445	\$25.00	NOW-TEST
BEN GIBBS	NOW ARENA PARKG*FLASH	09/06/2024	01	1445	\$25.00	NOW-TEST
BEN GIBBS	PAYPAL *DROPBOX	09/30/2024	01	1445	\$11.99	NOW-SUBSCRIPTION
BEN GIBBS	PAYPAL *FREELANCEAR	09/07/2024	01	1445	\$500.00	NOW-TALENT MARKETPLACE
BEN GIBBS	PAYPAL *STATIK ONE	09/25/2024	01	1445	\$2,500.00	NOW-SUPPLIES
BEN GIBBS	PAYPAL *STATIK ONE	09/27/2024	01	1445	\$1,500.00	NOW-SUPPLIES
BEN GIBBS	PAYPAL *WIFIONBOARD	09/15/2024	01	1445	\$8.00	NOW-SUPPLIES
BEN GIBBS	PETSMART # 1372	09/05/2024	01	1445	\$107.48	NOW-SUPPLIES
BEN GIBBS	ROSATI S PIZZA OF STRE	10/01/2024	01	1445	\$189.31	NOW-EVENT EXP
BEN GIBBS	SQ *GOEBBERTS INC	10/01/2024	01	1445	\$241.42	NOW-SUPPLIES
BEN GIBBS	TARGET 00021220	09/06/2024	01	1445	\$74.22	NOW-SUPPLIES
BEN GIBBS	TARGET 00021220	10/03/2024	01	1445	\$29.00	NOW-SUPPLIES
BEN GIBBS	TARGET 00021220	10/03/2024	01	1445	\$184.58	NOW-SUPPLIES
BEN GIBBS	TM *ALL ELITE WRESTLIN	09/07/2024	01	1445	\$31.55	NOW-EVENT EXP
BRIAN A RAYMOND	ACT*FORESTPRESERVESCC	09/13/2024	01303122	4301.17	-\$250.00	CHARGE CREDIT
BRIAN A RAYMOND	BEST BUY 00003053	09/09/2024	01303525	4602	\$599.99	DISHWASHER-ST 21
BRIAN A RAYMOND	EAGLE ENGRAVING INC	09/24/2024	01301222	4305	\$40.00	ALUM PLATE-CHROME BELL
BRIAN A RAYMOND	LODI METALS, INC.	09/13/2024	01303123	4408.13	\$93.48	DBL HEADED TENT STAKES
BRIAN A RAYMOND	SAMSCLUB.COM	09/17/2024	01303252	4412	\$482.52	STATION SUPPLIES
BRIAN A RAYMOND	SAMSCLUB.COM	09/17/2024	01303523	4412	\$387.44	STATION SUPPLIES
BRYAN ACKERLUND	AMAZON MKTPL*4D7HC7063	09/12/2024	40406723	4420	\$112.00	PRESSLOK CONNECTORS
BRYAN ACKERLUND	AMAZON MKTPL*L09JI7K33	10/03/2024	40406723	4414	\$115.27	PVC REPAIR PARTS

VILLAGE OF HOFFMAN ESTATES
Monthly Credit Card Activity

From: 09/06/2024

To: 10/5/2024

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
BRYAN ACKERLUND	AMAZON MKTPL*UZ7K012D3	09/19/2024	01404623	4414	\$159.98	HOLIDAY BACKDROP STANDS
BRYAN ACKERLUND	AMAZON MKTPL*Z83DQ7LT0	09/09/2024	01401223	4402	\$607.96	POWER BANKS
BRYAN ACKERLUND	AMZN MKTP US*IV6AK5UE3	10/02/2024	40406723	4414	\$93.08	PVC PIPE
BRYAN ACKERLUND	AMZN MKTP US*U625S7TW3	09/20/2024	01404623	4414	\$52.59	HOLIDAY BACKDROPS
BRYAN ACKERLUND	AMZN MKTP US*VI7V257C3	09/20/2024	01404623	4414	\$62.34	HOLIDAY BACKDROPS
BRYAN ACKERLUND	AMZN MKTP US*WI2G58J83	10/03/2024	40406723	4414	\$95.90	PVC REPAIR COUPLING
BRYAN ACKERLUND	COMCAST CHICAGO	09/15/2024	40406724	4501	\$119.85	SCADA INTERNET
BRYAN ACKERLUND	ILLINOIS CITY COUNTY M	10/02/2024	01401222	4303	\$178.75	ILCMA MEMBERSHIP
BRYAN ACKERLUND	NWBOCA	10/02/2024	01401222	4301	\$240.00	FALL TRAINING SCHOOL
BRYAN ACKERLUND	UBER EATS* EATS	09/26/2024	01	1445	\$17.37	REIMBURSED
DAREK RASZKA	ACTIVE DIRECTORY PRO	09/25/2024	47008524	4507	\$599.00	AD PRO TOOLKIT
DAREK RASZKA	AMAZON MKTPL*4I4WW3E63	09/25/2024	47008525	4602	\$19.99	IT MISC/TOOLS
DAREK RASZKA	AMAZON MKTPL*4X14F9HW3	09/25/2024	47008525	4602	\$160.53	IT MISC/TOOLS
DAREK RASZKA	AMAZON MKTPL*697GI79B3	09/25/2024	47008525	4602	\$156.75	IT MISC/TOOLS
DAREK RASZKA	AMAZON MKTPL*8M7992DG3	09/25/2024	47008525	4602	\$75.93	IT MISC/TOOLS
DAREK RASZKA	AMAZON MKTPL*DP7Y11J33	10/03/2024	47008525	4602	\$700.16	IT PERIPHERALS
DAREK RASZKA	AMAZON.COM*QJ7RZ3373	10/03/2024	47008625	4602	\$1,198.00	TV FOR CRC
DAREK RASZKA	COMCAST CHICAGO	09/08/2024	47008524	4542	\$267.90	INTERNET SERVICE
DAREK RASZKA	COMCAST CHICAGO	09/09/2024	47008524	4542	\$303.38	INTERNET SERVICE
DAREK RASZKA	COMCAST CHICAGO	09/19/2024	47008524	4542	\$252.90	INTERNET SERVICE
DAREK RASZKA	COMCAST CHICAGO	09/21/2024	47008524	4542	\$242.85	INTERENT SERVICE
DAREK RASZKA	COMCAST CHICAGO	09/29/2024	47008524	4542	\$92.95	INTERNET SERVICES
DAREK RASZKA	DD/BR #336651 Q35	09/28/2024	47001223	4406	\$43.66	NETWORKING PROJECT
DAREK RASZKA	DLS INTERNET SERVICES	09/23/2024	47008524	4542	\$432.48	INTERNET SERVICE
DAREK RASZKA	DMI* DELL K-12/GOVT	10/02/2024	47008525	4602	\$3,111.81	INTERACTIVE MONITOR-PD
DAREK RASZKA	DMI* DELL K-12/GOVT	10/03/2024	47008525	4602	\$811.46	MONITOR-PW
DAREK RASZKA	DMI* DELL K-12/GOVT	10/03/2024	47008525	4602	\$1,383.72	DOCK STATIONS-LAPTOPS
DAREK RASZKA	DMI* DELL K-12/GOVT	10/03/2024	47008525	4602	\$860.99	MONITOR-PW CONFR RM
DAREK RASZKA	DUO*COM	09/10/2024	47008525	4602	\$1,010.00	DUO TOKENS FOR MFA
DAREK RASZKA	DYN*DYN.COM/CHARGE	09/11/2024	47008524	4542	\$20.00	NOW ARENA DNS SERVICE
DAREK RASZKA	FS *TECHSMITH	09/13/2024	47008524	4507	\$63.36	CAMTASIA MAINTENANCE
DAREK RASZKA	IN *DOCUMENT IMAGING S	09/19/2024	47001223	4406	\$420.00	TONER
DAREK RASZKA	MSFT * E0200TIQAH	09/27/2024	47008525	4619	\$125.41	G5 GCC LICENSES
DEBRA SCHOOP	CARDINAL WINE & SPIRIT	09/24/2024	01605824	4555	\$556.06	FRENCH EVENING WINES
DEBRA SCHOOP	MARIANOS #506	10/02/2024	01101624	4545	\$1,050.00	SAFETY LUNCH GC PRIZES
DEBRA SCHOOP	WALGREENS #3433	10/02/2024	01101624	4545	\$150.00	SAFETY LUNCH GC PRIZES
DR AUDRA MARKS	AMAZON MKTPL*1E0AA4PC3	10/03/2024	01556524	4564	\$19.99	BENEFITS OF WELLNESS
DR AUDRA MARKS	AMAZON MKTPL*QU7MC58G3	10/01/2024	01605824	4599	\$49.88	FIRST FRIDAY
DR AUDRA MARKS	AMAZON MKTPL*Z08OX1AG0	09/17/2024	01605824	4599	\$34.95	FIRST FRIDAY
DR AUDRA MARKS	DOLLARTREE	09/06/2024	01605824	4599	\$53.75	FIRST FRIDAY
DR AUDRA MARKS	IL PROF LICENSE FEE	09/27/2024	01556522	4303	\$163.60	LICENSE RENEWAL FEES
DR AUDRA MARKS	MORETTI'S	09/06/2024	01605824	4599	\$74.40	FIRST FRIDAY
DR AUDRA MARKS	PAPA JOHN'S #3338	09/06/2024	01605824	4599	\$141.99	FIRST FRIDAY
DR AUDRA MARKS	TARGET 00021220	09/06/2024	01605824	4599	\$18.95	FIRST FRIDAY
DR AUDRA MARKS	TRUST PROFESSIONAL LIA	09/26/2024	01556522	4303	\$1,229.00	PROFESS LIABILITY INS
DR AUDRA MARKS	WWW.APA.ORG	09/26/2024	01556522	4303	\$274.00	APA MEMBERSHIP
DR AUDRA MARKS	ZOOM.US 888-799-9666	09/19/2024	01556523	4414	\$1,349.10	ZOOM MEMBERSHIP
ERIC J PALM	AMAZON MKTPL*DP2PY9DN3	09/18/2024	01605824	4555	\$88.38	SISTER CITIES SUPPLIES

VILLAGE OF HOFFMAN ESTATES
Monthly Credit Card Activity

From: 09/06/2024

To: 10/5/2024

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
ERIC J PALM	CISION US INC.	09/12/2024	46700024	4552	\$1,650.00	MEDIA CONSULTING
ERIC J PALM	DAILY HERALD*ONLINE	09/11/2024	01101222	4303	\$75.00	SUBSCRIPTION
ERIC J PALM	HERMAN MILLER	09/11/2024	01404425	4628	\$9,848.41	CHAIRS
FREDDY SEGURA	ILLINOIS GEORGRAPHIC I	09/20/2024	01102522	4301	-\$350.00	CONFR CREDIT
JACK CAMPBELL	BC* CONSCIOUSCUPCOFFEE	09/16/2024	01	1445	\$1,110.95	FFIB-TRAVEL EXP
JAMES THOMAS	GG *ALLIANCE AGAINST I	09/19/2024	01202122	4301	\$190.00	2024 REGISTRATION-SLAGER
JAMES THOMAS	SAMS CLUB #6487	09/11/2024	01201223	4421	\$45.58	VETS MEM CEREM REFRESH
JENNIFER DJORDJEVIC	AMAZON MKTPL*3F1BB4WA3	09/24/2024	01101123	4414	\$11.82	FRENCH EVENING BASKET
JENNIFER DJORDJEVIC	AMAZON MKTPL*UY7EF8KJ3	09/14/2024	01101123	4414	\$135.26	FRENCH EVENING BASKET
JENNIFER DJORDJEVIC	GARDEN GRILLE AND BAR	09/18/2024	01101122	4301	\$273.20	WINE WEDNESDAY
JENNIFER DJORDJEVIC	GOLFSTATUS GOLF EVENT	09/23/2024	01101122	4301	\$892.50	CAC GOLF OUTING
JENNIFER DJORDJEVIC	HILTON GARDEN INN HOFF	09/18/2024	01101122	4301	\$48.00	WINE WEDNESDAY
JENNIFER DJORDJEVIC	HOBBY-LOBBY #0177	10/02/2024	01101123	4414	\$14.83	FRENCH EVENING BASKET
JENNIFER DJORDJEVIC	JEWEL OSCO 3316	09/23/2024	01101123	4414	\$18.38	TRUSTEE BIRTHDAY
JENNIFER DJORDJEVIC	JIMMY JOHNS - 424 - EC	09/16/2024	01101123	4414	\$161.95	TRUSTEE DINNER
JENNIFER DJORDJEVIC	JOY TERIYAKI	09/23/2024	01101123	4414	\$241.47	TRUSTEE DINNER
JENNIFER DJORDJEVIC	LEYDEN FAMILY	09/25/2024	01101122	4301	\$600.00	LEYDEN FAMILY GALA
JENNIFER DJORDJEVIC	LEYDEN FAMILY	09/26/2024	01101122	4301	\$300.00	LEYDEN FAMILY GALA
JENNIFER DJORDJEVIC	MORETTI'S	09/26/2024	01101122	4301	\$32.40	MEETING/MAYOR
JENNIFER DJORDJEVIC	ROSATIS PIZZA HOFFMAN	09/16/2024	01101122	4301	\$25.15	MAYOR'S LUNCH
JENNIFER DJORDJEVIC	ROSATIS PIZZA HOFFMAN	09/26/2024	01101123	4414	\$25.15	MAYOR LUNCH
JENNIFER DJORDJEVIC	ROSATIS PIZZA HOFFMAN	10/01/2024	01101122	4301	\$25.15	MAYOR LUNCH
JENNIFER DJORDJEVIC	TST*POPLAR CREEK BOWL	09/10/2024	01101122	4301	\$19.84	MEETING
JENNIFER DJORDJEVIC	WWW.VOLGISTICS.COM	09/29/2024	01101123	4403	\$48.00	SUBSCRIPTION
JOHN BENDING	SPARK BY HILTON	09/06/2024	01107122	4301	\$373.94	IEMA CONFR LODGING-PEREZ
JOHN JANICKI	ADOBE *ADOBE	09/05/2024	01	1445	\$21.24	NOW-SUBSCRIPTION
JOHN JANICKI	ADOBE *ADOBE	09/08/2024	01	1445	\$13.80	NOW-SUBSCRIPTION
JOHN JANICKI	ADOBE *ADOBE	09/28/2024	01	1445	\$21.24	NOW-SUBSCRIPTION
JOHN JANICKI	EIG*CONSTANTCONTACT.CO	09/21/2024	01	1445	\$282.00	NOW-WEB ASSISTANCE
JOHN JANICKI	ENDICIA	09/20/2024	01	1445	\$14.57	NOW-POSTAGE
JOHN JANICKI	FACEBK *E6N8KBYSB2	09/30/2024	01	1445	\$1,523.67	NOW-ADVERTISING
JOHN JANICKI	FACEBK *KQ9C9A8TB2	09/20/2024	01	1445	\$1,750.00	NOW-ADVERTISING
JOHN JANICKI	FACEBK *N3SCR9YSB2	09/08/2024	01	1445	\$1,600.00	NOW-ADVERTISING
JOHN JANICKI	GOOGLE ADS6015163255	09/14/2024	01	1445	\$500.00	NOW-ADVERTISING
JOHN JANICKI	GOOGLE ADS6015163255	09/28/2024	01	1445	\$500.00	NOW-ADVERTISING
JOHN JANICKI	GOOGLE ADS6015163255	10/01/2024	01	1445	\$82.96	NOW-ADVERTISING
JOHN JANICKI	IN *KULTURECITY	09/18/2024	01	1445	\$250.00	NOW-SENSORY SUPPLIES
JOHN JANICKI	INFLUENCITY SOFTWARE	09/15/2024	01	1445	\$168.00	NOW-MARKETING SOFTWARE
JOHN JANICKI	TIKTOK ADS	09/23/2024	01	1445	\$124.00	NOW-ADVERTISING
JOHN JANICKI	TIKTOK ADS	10/01/2024	01	1445	\$310.83	NOW-ADVERTISING
JOHN JANICKI	USPS STAMPS ENDICIA	09/26/2024	01	1445	\$100.00	NOW-POSTAGE
JONATHAN PAPE	KIMPTON MONACO PITTSBU	09/25/2024	01101222	4301	\$714.78	ICMA CONF HOTEL
JONATHAN PAPE	UBER *TRIP	09/23/2024	01101222	4301	\$43.95	ICMA CONF TRANSPORTATN
JONATHAN PAPE	UBER *TRIP	09/25/2024	01101222	4301	\$37.83	ICMA CONF TRANSPORTATN
JONATHAN PAPE	UBER *TRIP	09/26/2024	01101222	4301	\$91.82	ICMA CONF TRANSPORTATN
JOSEPH CAPIGA	AMS PERFORMANCE TO	10/01/2024	01404525	4602	\$326.00	SHOP EQUIPMENT
JOSEPH CAPIGA	APPLE.COM/BILL	09/11/2024	01404524	4501	\$0.99	50GB STOR PLAN-CAPIGA
JOSEPH CAPIGA	BENDPAK, INC	09/16/2024	01404525	4602	\$9,795.00	SHOP EQUIPMENT

VILLAGE OF HOFFMAN ESTATES
Monthly Credit Card Activity

From: 09/06/2024

To: 10/5/2024

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
JOSEPH CAPIGA	BENDPAK, INC	09/19/2024	01404525	4602	\$1,351.00	SHOP EQUIPMENT
JOSEPH CAPIGA	MAC TOOLS - PLAINFIELD	09/06/2024	01404523	4408	\$55.00	TOOLS
JOSEPH NEBEL	AMAZON MKTPL*6E6UG99O3	09/30/2024	40406723	4402	\$159.78	PARCHMENT CERTIFICATES
JOSEPH NEBEL	AMAZON MKTPL*JE0R37TH3	09/30/2024	01401223	4414	\$19.58	BACKDROP CLIP HOLDERS
JOSEPH NEBEL	APPLE.COM/BILL	09/30/2024	40406724	4529	\$2.99	50GB STR PLAN-WTR DEVCS
JOSEPH NEBEL	APPLE.COM/BILL	10/01/2024	40406722	4301	\$0.99	50GB STOR PLAN-NEBEL
JOSEPH NEBEL	HOTEL INDIGO DOWNTOWN	09/11/2024	40406722	4301	\$469.24	APWA PWX EXPO
JOSEPH NEBEL	HOTEL INDIGO DOWNTOWN	09/11/2024	01401222	4301	\$469.24	APWA PWX EXPO
KATHRYN CAWLEY	AMAZON MKTPL*AI55Y39J3	09/17/2024	01202123	4414	\$87.00	PATROL VEH OTHER EQUIP
KATHRYN CAWLEY	AMAZON MKTPL*RY2JO2QF3	10/01/2024	01201223	4414	\$33.88	MISC SUPPLIES
KATHRYN CAWLEY	AMAZON MKTPL*Z80QF5F61	09/11/2024	01201223	4402	\$19.99	OFFICE SUPPLIES
KATHRYN CAWLEY	AMAZON MKTPL*ZT6J92VX0	09/06/2024	01201223	4402	\$97.00	MISC OFFICE SUPPLIES
KATHRYN CAWLEY	AMAZON.COM*1960P4OG3	10/02/2024	01201223	4414	\$213.39	CRC FURNISHINGS
KATHRYN CAWLEY	AMAZON.COM*ZD3MP3R13	09/26/2024	01202325	4602	\$39.98	CYBER RM EQUIP
KATHRYN CAWLEY	IL PROF LICENSE FEE	10/01/2024	01202622	4301	\$6.00	CANINE CERTIF-MARAK
KATHRYN CAWLEY	SAFE KIDS WORLDWIDE	09/25/2024	01202222	4301	\$55.00	CPS CERTIF-TRIBUZIO
KATHRYN CAWLEY	SAMSClub.COM	09/11/2024	01201223	4417	\$150.76	PRISONER MEALS
KATHRYN CAWLEY	SAMSClub.COM	09/24/2024	08200825	4605	\$210.29	CRC FURNISHINGS
KATHRYN CAWLEY	TARGET 00008805	09/30/2024	08200825	4605	\$179.99	CRC FURNISHINGS
KATHRYN CAWLEY	WAL-MART #2815	09/30/2024	08200825	4605	\$49.45	CRC FURNISHINGS
KATHRYN CAWLEY	WAYFAIR	09/30/2024	08200825	4605	\$349.31	CRC FURNISHINGS
KATHRYN CAWLEY	WORK 6 INC	09/30/2024	08200825	4605	\$118.95	CRC FURNISHINGS
KEVIN D KRAMER	AMERICAN TAXI DISPATCH	09/15/2024	01505922	4301	\$68.75	TO AIRPORT-IEDC-KRAMER
KEVIN D KRAMER	AMERICAN TAXI DISPATCH	09/18/2024	01505922	4301	\$68.75	FROM AIRPRT IEDC-KRAMER
KEVIN D KRAMER	AMERICAN TAXI DISPATCH	09/23/2024	01505922	4301	\$68.75	TO AIRPORT-DCAC-KRAMER
KEVIN D KRAMER	AMERICAN TAXI DISPATCH	09/26/2024	01505922	4301	\$68.75	FROM AIRPRT DCAC-KRAMER
KEVIN D KRAMER	CHICAGO TRIB SUBSCRIPT	09/23/2024	01505923	4404	\$27.96	MONTHLY SUBSCRIPTION
KEVIN D KRAMER	COSTAR GROUP INC	10/01/2024	01505923	4404	\$498.47	MONTHLY SUBSCRIPTION
KEVIN D KRAMER	HYATT REGENCY DENVER C	09/18/2024	01505922	4301	\$1,003.56	HOTEL IEDC-KRAMER
KEVIN D KRAMER	ICSC-NY	09/10/2024	01505922	4301	\$500.00	ICSC REG-OSHANA
KEVIN D KRAMER	ICSC-NY	09/16/2024	01505922	4301	\$125.00	MEMBERSHIP-OSHANA
KEVIN D KRAMER	ICSC-NY	09/23/2024	01505922	4301	-\$125.00	MEMBERSHIPCREDIT-OSHANA
KEVIN D KRAMER	ICSC-NY	10/01/2024	01505922	4301	\$110.00	EVENT REGISTRATION
KEVIN D KRAMER	ILLINOIS ECONOMIC DEVE	09/06/2024	01505922	4301	\$150.00	SITE SELECTR REG-WALKER
KEVIN D KRAMER	IONOS INC.	09/09/2024	01505924	4507	\$167.41	VISITHOFFMN WEBSITE HOSTG
KEVIN D KRAMER	IONOS INC.	09/20/2024	01605824	4575	\$10.00	ARTS COMM WEBSITE
KEVIN D KRAMER	IONOS INC.	10/02/2024	01605824	4575	\$22.00	ARTS COMM WEBSITE
KEVIN D KRAMER	JEWEL OSCO 1306	09/09/2024	01505922	4301	\$53.51	FLOWERS/CANDY-ICSC BTH
KEVIN D KRAMER	SIGNATURE CLEANERS	09/14/2024	01505922	4301	\$28.00	CLEANG ECDEV TABLE CLTH
KEVIN D KRAMER	SPOTHERO 844-356-8054	09/06/2024	01502922	4301	\$33.76	PARKING-ICSC
KEVIN D KRAMER	THE SADDLE ROOM LLC	10/02/2024	01505922	4301	\$70.60	TEAM LUNCH
KEVIN D KRAMER	VALLEY INDUSTRIAL ASSO	10/02/2024	01505922	4301	\$66.95	WOMEN IN MANUFACT EVENT
KEVIN D KRAMER	WEB*REGISTERWEBSITE	09/09/2024	01505924	4507	\$17.99	59-90.COM ANN DOMAIN
KEVIN MCGRAW	FUN EXPRESS	09/23/2024	01404623	4414	\$166.60	CANDY-TRUNK OR TREAT
KEVIN MCGRAW	RESIDENCE INN BLOOMING	09/30/2024	40406722	4301	\$189.28	HOTEL-IPWMAN CONFR
MELISSA A BRITO	EIG*CONSTANTCONTACT.CO	09/28/2024	01102524	4507	\$635.60	ANNUAL SUBSCRIP
MELISSA A BRITO	LOEWS ARLINGTON HOTEL	09/06/2024	01102522	4301	\$461.26	LODGING-3CMA CONFR
MONICA SAAVEDRA	AMAZON MKTPL*2A0R25XS3	09/14/2024	01556524	4556	\$13.98	HOLIDAY GIVG TREE PRGM

VILLAGE OF HOFFMAN ESTATES
Monthly Credit Card Activity

From: 09/06/2024

To: 10/5/2024

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
MONICA SAAVEDRA	AMAZON MKTPL*2W45V5UF3	09/25/2024	01556523	4413	\$99.95	BUZZY-MED SUPPLIES
MONICA SAAVEDRA	AMAZON MKTPL*3M3F23UN3	09/21/2024	01605824	4560	\$176.30	YOUTH COMM
MONICA SAAVEDRA	AMAZON MKTPL*3U4WF47G3	09/15/2024	01556524	4556	\$117.92	HOLIDAY GIVG TREE PRGM
MONICA SAAVEDRA	AMAZON MKTPL*618P22ID3	09/22/2024	01556524	4564	\$59.85	BENEFITS OF WELLNESS
MONICA SAAVEDRA	AMAZON MKTPL*AK55N7B83	09/22/2024	01556524	4564	\$429.26	BENEFITS OF WELLNESS
MONICA SAAVEDRA	AMAZON MKTPL*B244P7OF3	09/20/2024	01605824	4560	\$69.49	YOUTH COMM
MONICA SAAVEDRA	AMAZON MKTPL*BN9MI5I23	09/23/2024	01605824	4560	\$299.80	YOUTH COMM
MONICA SAAVEDRA	AMAZON MKTPL*DR98425T3	09/23/2024	01605824	4560	\$59.95	YOUTH COMM
MONICA SAAVEDRA	AMAZON MKTPL*EG9Q64PH3	09/26/2024	01556524	4564	\$16.93	BENEFITS OF WELLNESS
MONICA SAAVEDRA	AMAZON MKTPL*EH4H07YC3	09/30/2024	01556524	4507.1	\$147.62	SAND TRAYS/TREADG BRDS
MONICA SAAVEDRA	AMAZON MKTPL*FT8EW7M03	09/15/2024	01556524	4556	\$18.99	HOLIDAY GIVG TREE PRGM
MONICA SAAVEDRA	AMAZON MKTPL*II9KU07M3	09/20/2024	01556524	4564	\$106.46	BENEFITS OF WELLNESS
MONICA SAAVEDRA	AMAZON MKTPL*JH13U9GJ3	10/01/2024	01556524	4507.1	\$589.51	TRUNK OR TREAT
MONICA SAAVEDRA	AMAZON MKTPL*JH13U9GJ3	10/01/2024	01556523	4414	\$49.99	THERAPY DOG TREATS
MONICA SAAVEDRA	AMAZON MKTPL*LH2YS4FZ3	09/21/2024	01556524	4564	\$17.99	BENEFITS OF WELLNESS
MONICA SAAVEDRA	AMAZON MKTPL*O86RB2L53	09/22/2024	01605824	4560	\$506.88	YOUTH COMM WINTERFEST
MONICA SAAVEDRA	AMAZON MKTPL*ON5IJ9963	09/30/2024	01556524	4564	\$6.89	BENEFITS OF WELLNESS
MONICA SAAVEDRA	AMAZON MKTPL*QT35G0AB3	10/01/2024	01556524	4564	\$43.99	BENEFITS OF WELLNESS
MONICA SAAVEDRA	AMAZON MKTPL*R85F293S3	10/01/2024	01556524	4564	\$44.95	WALKTOBER CHALLENGE
MONICA SAAVEDRA	AMAZON MKTPL*TR8HW0DB3	09/12/2024	01556523	4402	\$28.68	OFFICE SUPPLIES
MONICA SAAVEDRA	AMAZON MKTPL*WN2RB0O73	09/30/2024	01556523	4414	\$14.39	DRY ERASE BOARDS
MONICA SAAVEDRA	AMAZON MKTPL*Z11JO96D3	09/15/2024	01556523	4414	\$29.99	CALCULATORS
MONICA SAAVEDRA	AMAZON MKTPL*PLACE PMTS	10/01/2024	01556524	4564	-\$43.99	CHARGE CREDIT
MONICA SAAVEDRA	AMZN MKTP US*1P89P6XW3	09/27/2024	01556524	4507.1	\$28.99	SAND-SAND THERAPY
MONICA SAAVEDRA	AMZN MKTP US*5P9GP99V3	09/20/2024	01556524	4564	\$24.75	BENEFITS OF WELLNESS
MONICA SAAVEDRA	AMZN MKTP US*TA6WT6S73	09/20/2024	01605824	4560	\$35.71	YOUTH COMM
MONICA SAAVEDRA	AWL*PEARSON EDUCATION	09/29/2024	01556524	4507.1	\$1,643.36	TESTING MATERIALS
MONICA SAAVEDRA	GARIBALDIS ITALIAN EAT	09/18/2024	01605824	4559	\$940.00	SEN COMM LUNCHEON
MONICA SAAVEDRA	JEWEL OSCO 3486	09/17/2024	01556524	4507.1	\$33.96	SEPT WITS WORKOUT
MONICA SAAVEDRA	MARIANOS #506	09/20/2024	01556523	4414	\$127.36	HHS WRKSHP SUPERVISION
MONICA SAAVEDRA	MC JOB POST	09/09/2024	01556524	4507.1	\$120.00	BILINGUAL CLIN PSTG-N NLPA
MONICA SAAVEDRA	PLAYTHERAPYSUPPLY.COM	09/28/2024	01556524	4507.1	\$1,311.95	SAND TRAYS/CARTS
MONICA SAAVEDRA	SHANTI CANINE SPA	09/21/2024	01556523	4414	\$66.00	THERAPY DOG GROOMING
MONICA SAAVEDRA	THEFARMERSDOG.COM	09/12/2024	01556523	4414	\$173.69	THERAPY DOG FOOD
MONICA SAAVEDRA	THEFARMERSDOG.COM	09/19/2024	01556523	4414	\$173.69	THERAPY DOG FOOD
MONICA SAAVEDRA	THEFARMERSDOG.COM	10/03/2024	01556523	4414	\$173.69	THERAPY DOG FOOD
MONICA SAAVEDRA	THERANEST MONTHLY SUB	09/15/2024	01556524	4507	\$115.50	EMR ACTIVE CLIENT PLAN
MONICA SAAVEDRA	VALLI PRODUCE OF HOFFM	09/17/2024	01605824	4559	\$188.40	SENIOR PROM
MONICA SAAVEDRA	VALLI PRODUCE OF HOFFM	09/30/2024	01556524	4507.1	\$68.34	POC FLORECIENDO GRP
PATRICK J SEGER	2024 IPELRA ATC	09/06/2024	01101622	4301	\$425.00	IPELRA CONFR REG-CATHY
PATRICK J SEGER	2024 IPELRA ATC	09/06/2024	01101622	4301	\$425.00	IPELRA CONFR REG-PATRICK
PATRICK J SEGER	AMAZON MKTPL*861NM0YG3	10/02/2024	01605824	4573	\$24.99	HISPANIC HERITAGE CELEBR
PATRICK J SEGER	AMAZON MKTPL*QA4F94ZM3	10/02/2024	01605824	4573	\$27.99	HISPANIC HERITAGE CELEBR
PATRICK J SEGER	BHN*GIFTCARDS	09/13/2024	01101623	4405	\$75.00	ANNIV GC-PARKS
PATRICK J SEGER	BHN*GIFTCARDS	09/20/2024	01101623	4405	\$150.00	ANNIV GC-TOLEDO
PATRICK J SEGER	CABELA'S ONLINE U.S.	09/26/2024	01101623	4405	\$75.00	ANNIV GC-DRUMMER
PATRICK J SEGER	IN *ZELLE LLC	09/23/2024	01101624	4507	\$2,000.00	SKILLS TESTING
PATRICK J SEGER	JEWEL OSCO 3316	09/07/2024	01101623	4405	\$56.99	ANNIV GC-PETZ

VILLAGE OF HOFFMAN ESTATES
Monthly Credit Card Activity

From: 09/06/2024

To: 10/5/2024

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
PATRICK J SEGER	JEWEL OSCO 3316	09/23/2024	01101623	4405	\$66.99	ANNIV CELEBR-PARKS
PATRICK J SEGER	JEWEL OSCO 3316	09/30/2024	01101623	4405	\$44.99	ANNIV GC-WONDOLKOWSKI
PATRICK J SEGER	MC JOB POST	09/19/2024	01101624	4546	\$135.00	GIS MGR JOB POSTING
PATRICK J SEGER	MORETTI'S	09/06/2024	01101623	4405	\$25.75	ANNIV GC-LAZAR
PATRICK J SEGER	TARGET.COM	09/30/2024	01101623	4414	\$94.28	BENEFITS WELLNS SNACKS
PATRICK J SEGER	TARGET.COM	10/03/2024	01101623	4405	\$75.00	ANNIV GC-CLARKE
PATRICK J SEGER	TARGET.COM *	09/06/2024	01101623	4405	\$75.00	ANNIV GC-GARCIA
PATRICK J SEGER	TARGET.COM *	09/23/2024	01101623	4405	\$75.00	ANNIV GC-LICHTENBURG
PATTY RICHTER	51801 - CUMBERLAND GAR	09/13/2024	01101522	4301	\$6.00	PARKING
PATTY RICHTER	VENTRA VENDING 05503	09/13/2024	01101522	4301	\$5.00	1-DAY VENTRA BLUE LINE
PAUL W PETRENKO	AMAZON MKTPL*1L6JG9L63	09/25/2024	01404424	4510	\$45.99	WTR FILTER REPLACEMENT
PAUL W PETRENKO	AMAZON MKTPL*4T2VV7TE3	09/22/2024	01404424	4510	\$59.17	5" CASTER WHEELS
PAUL W PETRENKO	AMAZON MKTPL*EQ3WI6C83	09/17/2024	01404424	4545	\$76.98	BLACK NITRATE GLOVES
PAUL W PETRENKO	AMAZON MKTPL*HI7W06K03	09/18/2024	01404424	4516	\$14.69	FLUORESCENT LIGHT HOLDR
PAUL W PETRENKO	AMAZON.COM*I91241X53	09/15/2024	01404423	4412	\$55.33	ANTIBACTERAIL SOAP
PAUL W PETRENKO	AMZN MKTP US*048VP6ID3	10/04/2024	01404424	4510	\$218.20	KITCHEN TRASH CANS
PAUL W PETRENKO	AMZN MKTP US*GH0NG3JP3	09/21/2024	01404424	4510	\$154.94	120 ELEMENT
PAUL W PETRENKO	AMZN MKTP US*Z802V74K0	09/09/2024	01404424	4510	\$280.00	ELECTRIC STRIKE-VH
PAUL W PETRENKO	APPLE.COM/BILL	10/04/2024	01404424	4510	\$0.99	50GB STOR PLAN-PETRENKO
PAUL W PETRENKO	CSH ELECTRIC MOTOR SUP	09/13/2024	01404424	4520	\$151.67	VENTILATOR/HEATER MTR
PAUL W PETRENKO	CSH ELECTRIC MOTOR SUP	09/24/2024	01404424	4520	\$154.61	FAN & BLOWER MOTOR
PAUL W PETRENKO	TERMINALSCH	09/18/2024	01404424	4510	\$53.18	TERMINALS
PAUL W PETRENKO	WWP*ROSE PEST SOLUTION	09/10/2024	01404424	4542	\$300.00	MOSQUITO/YLW JCKT-V GRN
PAUL W PETRENKO	WWP*ROSE PEST SOLUTION	09/10/2024	01404424	4507	\$161.00	PEST SER-1900 HASSELL
PAUL W PETRENKO	WWP*ROSE PEST SOLUTION	09/18/2024	01404424	4542	\$600.00	STINGING INSECTS-ARENA
PAUL W PETRENKO	WWP*ROSE PEST SOLUTION	09/25/2024	01404424	4507	\$130.00	PEST SER-411 W HIGGINS
PAUL W PETRENKO	WWP*ROSE PEST SOLUTION	10/01/2024	01404424	4542	\$300.00	STINGING INSCETS-VLG GRN
PETER GUGLIOTTA	APA	09/04/2024	01505022	4303	\$926.00	APA/AICP ANN MBRSHIP-JENNY
PETER GUGLIOTTA	APA	09/23/2024	01501222	4303	\$433.00	APA ANN MEMBRSHIP-MICHAEL
PETER GUGLIOTTA	JIMMY JOHNS - 424 - EC	09/16/2024	01501222	4301	\$95.81	ZONE/CODE UPDT PRJT MTG
PETER GUGLIOTTA	U OF I CIVIL ENV ENG	09/24/2024	01505222	4301	\$200.00	TRAFFIC/SFTY CONFR-SONIA
RACHEL E MUSIALA	DOUBLETREE AB LINCOLN	09/11/2024	01101422	4301	\$362.52	LDGIG-IGFOA CONFR-MUSIALA
RACHEL E MUSIALA	IL TOLLWAY-WEB	09/13/2024	01505122	4301	\$12.40	UNPAID TOLL-CODE
RACHEL E MUSIALA	QUADIEN INC ORACLE	09/26/2024	01101423	4414	\$539.60	POSTAGE METER SUPPLIES
RACHEL E MUSIALA	WCI*GROOT EAST	09/16/2024	09	0703	\$206,172.47	VLG REFUSE SERVICE
RYAN M CHRISTENSEN	AWWA.ORG	09/13/2024	40406722	4301	\$252.00	MEMBERSHIP DUES
RYAN M CHRISTENSEN	ILLINOIS AWWA	09/18/2024	40406722	4301	\$97.00	WTR LOSS SEMINAR RMC
RYAN M CHRISTENSEN	SQ *GOEBBERTS INC	09/06/2024	01605824	5502	\$459.84	PLATZ CONCERT
RYAN M CHRISTENSEN	THE UPS STORE 0144	09/10/2024	40406724	4529	\$27.20	WTR PARTS-RTN SHIPPING
SANYOKTA KAPUR	AMAZON MKTPL*GA7TG84I3	09/28/2024	01505123	4408	\$95.00	LADDER
SANYOKTA KAPUR	INT'L CODE COUNCIL INC	09/17/2024	01505122	4301	\$135.00	ICC TEST/TRAINING SUPPLIES
SANYOKTA KAPUR	ODP BUS SOL LLC# 10686	09/04/2024	01501223	4414	\$17.62	PAPER TRAY
SANYOKTA KAPUR	ODP BUS SOL LLC# 10686	09/04/2024	01501223	4402	\$35.49	NOTE PAD
SUSANA ARROYO	AMAZON MKTPL*5T5IW9V43	09/17/2024	01102523	4414	\$99.99	LGHT KIT/BULBS-SIGNORELLA
SUSANA ARROYO	AMAZON MKTPL*CX4O80SF3	09/17/2024	01102523	4414	\$50.90	BATTERIES-SIGNORELLA
SUSANA ARROYO	DOUBLETREE AB LINCOLN	09/11/2024	01101422	4301	\$241.68	ANN CONFR LDGNG-ARROYO
SUSANA ARROYO	ILLINOIS GOVERNMENT FI	09/06/2024	01101422	4301	\$120.00	IGFOA SEMINAR
SUSANA ARROYO	ILLINOIS GOVERNMENT FI	09/06/2024	01101422	4301	\$200.00	PAYROLL SEMINAR

Account Name	Merchant Name	Transaction Date	Accounting Code	Accounting Code	Transaction Amount	Expense Description
WILLIAM D MCLEOD	KWIK TRIP #1521	09/14/2024	01101122	4301	\$18.74	TRAVEL EXP
WILLIAM D MCLEOD	THE ASSEMBLY AMERICAN	09/27/2024	01101122	4301	\$101.87	MEETING
WILLIAM D MCLEOD	THE ASSEMBLY AMERICAN	10/02/2024	01101122	4301	\$74.82	MEETING
Total					\$296,666.68	

Detail of Wire/ACH Activity
For the Period 10/01/24 - 10/31/24

Date	Vendor	Description	Source of Funds	Amount
10/01/24	IPBC	Insurance Premium	General	\$ 660,098.32
10/01/24	Payment Express	Credit Card Merchant Fees 09/24	General, Water & Sewer	\$ 125.48
10/03/24	FGM Architects Inc	Professional Services	2024 Bond Proceeds	\$ 29,700.00
10/03/24	Employer's Claim Service	Workers Comp Claims	Insurance	\$ 810.00
10/03/24	Verra Mobility American Traffic Solutions	Red Light Cameras	General	\$ 7,600.00
10/03/24	Canon Financial Services Inc	Copier Lease Payment	Capital Vehicle & Equipment	\$ 1,734.00
10/03/24	Leaf	Copier Lease Payment	Capital Vehicle & Equipment	\$ 765.62
10/04/24	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,600.00
10/07/24	Wex Bank	Fuel Purchases	General	\$ 1,533.18
10/09/24	IMRF	IMRF September 2024 Payroll Costs	Various	\$ 114,634.82
10/17/24	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,600.00
10/21/24	DataProse LLC	Printing & Postage for Water Bills	Water & Sewer	\$ 9,882.61
10/21/24	JAWA	Monthly Water Usage	Water & Sewer	\$ 852,247.00
10/21/24	SWANCC	Monthly Tipping Fees	Municipal Waste System	\$ 74,032.00
10/21/24	Bestco Benefit Plans	Monthly Retiree Premiums	General	\$ 17,285.66
10/21/24	Central States Pension Fund	Liability Withdrawal	NOW Arena Operating	\$ 763.16
10/24/24	Amalgamated Bank of Chicago	2015C Bond Registrar Debt Payment Fee	NOW Arena Operating	\$ 476.75
10/28/24	Neopost	Replenish Postage Machine	General, Water & Sewer	\$ 1,600.00
	TOTAL			\$ 1,776,488.60



AGENDA ITEM REPORT

Village Board of Trustees
November 18, 2024
ITEM 5C

REQUEST: Authorization to enter into an agreement with Carbonhouse, LLC, Charlotte, NC for a website redesign for NOWArena.com in an amount not to exceed \$35,000.

FROM: Ben Gibbs, General Manager - NOW Arena
Craig Kuehne, Director of Marketing- NOW Arena

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

The Village and NOW Arena conducted a Request for Proposals (RFP) for a website redesign and hosting services for NOWArena.com. The current NOW Arena website and provider are not meeting the needs of the arena and its customers. The existing provider is deficient in several key areas of service, some of these are listed below:

- Certain changes to original wireframe can't be made resulting in empty sections
- Site has crashed during large event on-sales
- Site goes down at least once per quarter
- Not easily customizable
- Events built in system can be found on Google prior to being published
- No ability to schedule event announcements, on-sales, promotions, contests, etc.
- No ability to share preview of event detail and website pages prior to publication
- No ability to place pixels or tags without web administrator
- Changes through our web provider take 48+ hours
- No ability to manage website through mobile. Must be on PC to make changes

The RFP details the need for qualified vendors with expertise in venue-focused web design that can meet the unique demands of the live events and entertainment industry. The scope of services includes the design and hosting of a new website to enhance the arena's online presence and improve the user experience for various audiences including customers, event planners, and potential sponsors.

As shown in the RFP Summary in the table below, Carbonhouse provided one of the most reasonably priced proposals of the 54 respondents. Their total project cost is \$35,000 which includes all the preferred optional items from Option One (Essentials) of the proposal. Carbonhouse is widely regarded as the gold standard for venue websites and they offer a specialized platform trusted by over 350 clients, including top venues like Soldier Field and SoFi Stadium, ensuring a reliable, industry-specific solution that meets our arena's unique needs.

Some examples that Carbonhouse caters specifically to venues, such as the NOW Arena, include:

- **Industry-Specific Expertise:** Carbonhouse has a deep understanding of the unique needs of the live events and entertainment industry. Their years of experience and exclusive focus on this sector have allowed them to create a platform that aligns perfectly with the operational demands and audience expectations of venues. This focus ensures that every feature, from Ticketmaster integrations to event management, is designed with industry-specific precision.
- **Seamless User Experience:** Carbonhouse sites are crafted for intuitive navigation, high-quality design, and smooth user interaction, which are essential for event-driven sites that attract high traffic and need to provide quick access to information. Their websites are optimized to handle significant surges in traffic during high-demand periods, offering both fans and administrators a streamlined experience.
- **Advanced Technology and Security:** With features like stable hosting and failover capabilities, Carbonhouse minimizes downtime during critical times, such as high-profile event launches. Their advanced hosting infrastructure ensures reliable performance, while security measures protect customer data and provide peace of mind to venue operators and fans.
- **Comprehensive CMS Tailored for Venues:** Carbonhouse's Showtime Content Management System (CMS) is specifically designed for the live event industry. It allows venues to easily update event information, manage complex ticketing options, and display multimedia content to enhance the fan experience. The CMS's flexibility and ease of use enable venues to adapt quickly to changing event details and marketing needs.
- **Data-Driven Insights and SEO Optimization:** Carbonhouse sites include robust tools for tracking user behavior and engagement, which can help venues make data-driven decisions to improve their marketing and event planning. Their platform also emphasizes SEO optimization tailored to the live event sector, helping venues maximize visibility and attract broader audiences.
- **Integration with Industry Tools:** Carbonhouse understands the importance of integration with essential tools like ticketing systems, event calendars, and social media platforms. Their platform supports seamless connections with these services, ensuring that visitors can quickly purchase tickets, share events, and stay informed, all in one place.
- **Trusted by High-Profile Venues:** The roster of clients who rely on Carbonhouse, including iconic venues like Soldier Field and SoFi Stadium, is a testament to their reputation and reliability. These high-profile partnerships underscore Carbonhouse's role as a trusted leader in the field, capable of delivering solutions that meet the demands of the world's top entertainment venues.

Choosing Carbonhouse ensures that the arena will have a reliable, industry-leading website solution specifically tailored to the unique demands of live events, supported by a trusted provider with a proven track record among top venues. While not the lowest proposal, Carbonhouse offers unmatched value as the lowest responsible bidder,

delivering the stability, customization, and expertise needed to enhance the fan experience and meet operational goals. Due to cost and the unique space that Carbonhouse holds in the live events and entertainment industry, staff believes that they are the best available option and recommends that the Village contracts with Carbonhouse for the redesign and hosting services for NOWArena.com.

RFP SUMMARY:

Vendor	Project Cost	Hosting/Maintenance
SDLC	\$12,000	N/A
Mr Nguyen	\$15,400	N/A
AKA Comp Solutions	\$15,850	\$1,140/month
Snowberry Media	\$21,650	\$300/month
Vibe Marketing	\$27,200	\$524/month+
Ansah Ventures	\$27,300	\$1,608/month
Prioxis	\$28,000	N/A
Bigtop Collective	\$28,500	\$750/month
A2Zxperts	\$29,600	\$1,100/month
Brand Optics	\$30,000	\$1,000/month
Rory Martin	\$30,000	\$500/month+
OnPoint	\$30,303	\$420/month
Usher U	\$34,500	\$1,033/month
Cyber Nodes	\$34,800	\$3,400/month
Carbonhouse	\$35,000	\$750/month
TMA Solutions	\$35,000	N/A
GHD Digital	\$35,400	527.50/month
Innovation Skies	\$36,000	N/A
Foremost Media	\$36,000	\$666/month+
Algoryc	\$36,500	\$1,500/month+
Fidelity Creative	\$39,500	N/A
eITcare	\$39,906.65	N/A
Seattle New Media	\$42,840	\$1,100/month+
Madak	\$45,000	\$900/year+
Wisenetec	\$45,000	\$1,375/month
SoftUp	\$49,000	\$500/month+
Sandstorm Design	\$50,000	\$500/month+
BYMORF	\$51,000	\$1,200/month
Innosphere	\$51,700	N/A
Saypr	\$55,000	\$600/month
TGech2Edge	\$55,000	\$333/month+
Hexcode Marketing	\$58,000	\$500/month
Ideaseat	\$59,520	\$225/month
Solvisium	\$62,000	N/A
Soma Sciences and Arts Studio	\$65,000	\$625/month
Brainvire	\$67,140	N/A
Spinner Media	\$68,000	\$875/month
Jet Advertising	\$71,550	N/A
Terra HQ	\$72,500	\$2,300/month
XDS	\$73,500	\$4,000/month
Exemplifi	\$79,600	\$800/month

EyeMagine	\$92,735	\$500/month+
Numeric Technologies	\$95,950	\$1,533/month
Hello World	\$100,000	\$750/month
Four Bends	\$100,000	N/A
Symphonize	\$114,000	\$1,400/month
ESPYUS	\$117,000	N/A
Cork Tree Creative	\$129,000	\$300/month+
Visage Art Productions	\$133,705	\$1,053.33+
ICALIA Labs	\$163,980	\$1,440/month
Blackjack Productions	\$166,500	\$2,500/month
NuRelm	\$179,360	\$1,600/month+
Impact Marketing	\$217,250	\$2,500/month+
A List Profiles	\$225,000	N/A

FINANCIAL IMPACT

Funding in the amount of \$35,000 is included in the 2024 NOW Arena budget for the redesign of the arena website. Based on the proposal provided by Carbonhouse, expenditures are expected to be at or below \$35,000 for this project (not including annual hosting and maintenance fees).

RECOMMENDATION

Authorization to enter into an agreement with Carbonhouse, LLC, Charlotte, NC for website redesign for NOWArena.com in an amount not to exceed \$35,000.

ATTACHMENTS

1. Carbonhouse Proposal
2. NOW Arena Website RFP
3. Carbonhouse Agreement NOW Arena website

WEBSITE PROPOSAL

NOW ARENA

PREPARED BY

Ed Prescott

Business Development

704.333.5800 x212

eprescott@carbonhouse.com

PROPOSAL DATE

September 24, 2024

Proposal valid for 90 days

ADDRESS

carbonhouse

5727 Westpark Drive

Suite 108

Charlotte, NC 28217

TABLE OF CONTENTS



About // History2

Showtime // Intro3

Showtime // Tools.....4

Appendix // Client Spotlights5

Experience // Event Understanding6

Experience // Client List.....7

Experience // Client Testimonials10

Design // Responsive11

Showtime // Core Features.....12

Showtime// Hosting13

Features // Accessibility.....14

Features // SEO Tools.....15

Features // Calendars16

Design System // Hybrid17

Features // Advanced Search.....18

Features // App Integration19

Features // Advanced ticket type system.....20

Features // Interactive Visitor guide.....21

Process // Timeline22

Project // Scope25

Appendix26

Appendix // References27

Appendix // Technology Q & A.....28

Appendix // Service Level Agreement.....30

ABOUT // HISTORY

BORN INTO AN INDUSTRY

WE'VE LIVED IT. THAT'S WHAT MAKES US UNIQUE.
IT'S WHY NO ONE KNOWS EVENTS LIKE CARBONHOUSE.

Founded in 1999, carbonhouse provided design and website services across many industries. In 2005 founder James Sack joined forces with concert promoter and venue manager Brandon Lucas to focused on the niche market of the venue and live entertainment industry. Together they identified a significant need for event marketers and managers to become empowered, to manage their websites on demand to make them their greatest marketing tool.

carbonhouse events platform arrived at the 2007 Dallas Entertainment and Arena Marketing Conference with one venue client and left with two. Within the next year, the client list grew to five. Through long nights and weekends and with

dedication, loyalty, and sweat equity, carbonhouse built the tools, systems, and relationships which earned its status as an industry leader. Now, with more than 350 clients and a 99% retention rate, we're proud to share that this dedication and focus have allowed us to earn double-digit growth each year.

Today we equip our clients with scalable, secure technology and a dedicated focus on the needs of the live entertainment industry. Our team and its vision allow us to look further, continuously developing cutting-edge solutions for our clients. We're not just building beautiful websites; we're developing the systems and solutions you need, unlike anyone else.

OVERVIEW

Founded:
1999

Staff:
21

Clients:
350+



2006
First Venue
Client



2011
First
Multilingual
Site



2012
150
carbonhouse
Clients



2013
First European
Client



2014
London Office
Opens

SHOWTIME // INTRO

SHOWTIME*

POWERFUL CUSTOMIZED WEBSITE DASHBOARD AT YOUR FINGERTIPS—LIKE NO OTHER.

The Showtime Content Management System, with its fully-customizable dashboard, can be accessed anywhere, anytime, from any device. It is the all-encompassing event-marketing platform, built specifically, from the ground up for the venue and live entertainment industry.

Showtime makes it easy to not only create, view, and manage upcoming events, but also to follow every aspect of your website. Have historical and real-time analytics, recent site activity, and venue traffic monitoring at your fingertips on a dashboard wholly customized for and by you.



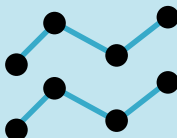
SHOWTIME // TOOLS

SHOWTIME TOOLS



CUSTOMIZED DASHBOARD

Each admin user has individual needs, and your experience should be tailored to meet them. Build your unique showtime dashboard with our many widget-based resources.



ANALYTICS

Showtime offers historical and real-time analytics to give you insight into your web-traffic sources and ticket buyers.



SCHEDULING

Manage Event Announcements, On-Sales, Event End Dates, Promotions, Contests and more through the integrated Showtime scheduling software.



FLEXIBLE VIEWS

We built Showtime with mobile in mind. Content can be managed anywhere, on any device, with a responsive interface.



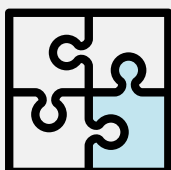
USER MANAGEMENT

Showtime lets you manage admin access to your Box Office, Sponsorship and Group Sales teams with ease.



DRAG & DROP

Powerful technology shouldn't be complicated to use. Showtime page content can be changed with simple drag-and-drop capabilities.

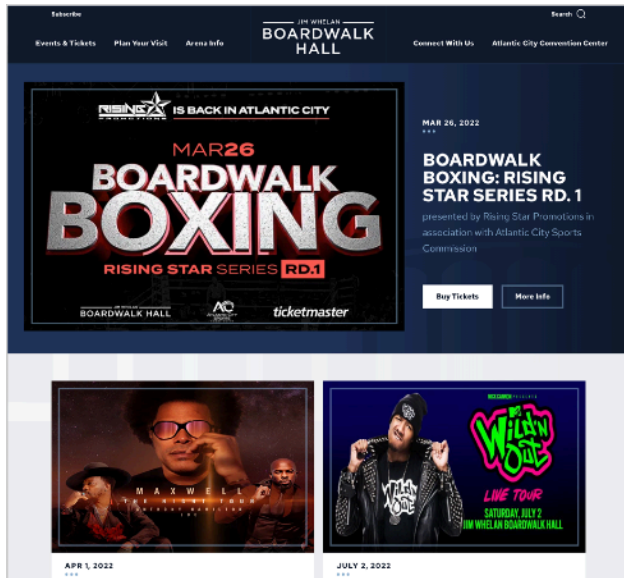


PARTNERSHIPS

Our industry experience, leadership and technology allows Showtime to integrate with the leading ticketing companies, mobile app firms, and web-security partners across the globe.

APPENDIX // CLIENT SPOTLIGHTS

CLIENT SPOTLIGHTS



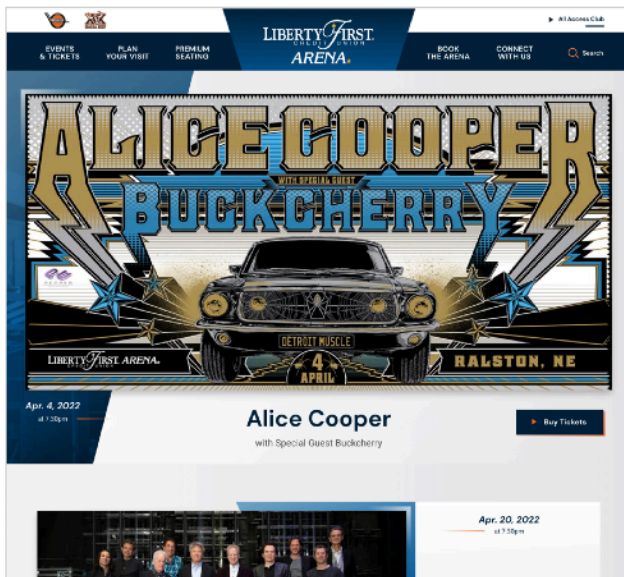
BOARDWALK HALL

<https://www.boardwalkhall.com/>



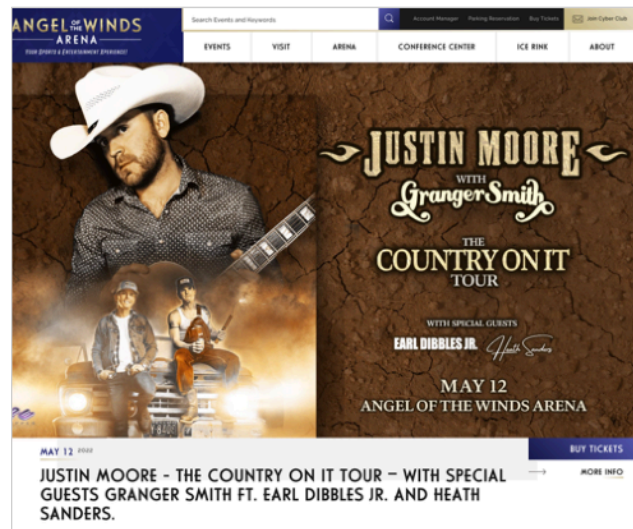
FORD IDAHO CENTER

<https://www.fordidahocenter.com/>



LIBERTY FIRST CREDIT UNION ARENA

<https://www.libertyfirstcreditunionarena.com/>



ANGEL OF THE WINDS ARENA

<https://www.angelofthewindsarena.com/>

EXPERIENCE // EVENT UNDERSTANDING

IT'S IN OUR DNA

UNDERSTANDING EVENTS IS THE FOUNDATION OF WHAT WE DO.



Our Showtime CMS is used by hundreds of marketers and box offices to manage and schedule their event content efficiently. Best of all, we built it with mobile in mind – content can be controlled anywhere with a fully responsive interface.

From Garth Brooks to Hamilton to League Championships, or the Super Bowl, carbonhouse websites are designed to handle the monumental ticketing demands of the world's most famous live acts and sporting events.

Not only does carbonhouse offer the flexible Showtime CMS, but we also have your ticketing company on speed dial. Be it branded ticketing pages, conversion analytics, or full-blown API event integration, carbonhouse works with the leading ticketing companies including **AXS, Paciolan, Ticketmaster, Veritix, AudienceView and Tessitura.**

EXPERIENCE // CLIENT LIST

CLIENT LIST

350+ LIVE EVENT CLIENTS WORLD-WIDE

313 Presents	Broadway in Jackson	Colorado Eagles
Alamodome	Broadway Spokane	Columbus Arts
Albany Capitol Center	Brooklyn Bowl	Columbus Association for the
Alerus Center	Broward Center	Performing Arts (CAPA)
Allegiant Stadium	Brown County Music Center	Comerica Center
Altria Theater	Brushy Creek Amphitheater	Coppell Arts Center
Amalie Arena	Budweiser Gardens	Coral Springs Center for the Arts
Amerant Bank Arena	Caesars Superdome	Core Entertainment
American Airlines Center	Cajundome and Convention Center	Cox Convention Center
Amica Mutual Pavillion	Camping World Stadium	Cowtown Coliseum
Angel of the Winds Arena	Canton Hall	Cross Insurance Arena
Antel Arena	Capitol Theatre	Crown Complex
AO Arena	Capitol One Arena	Cure Insurance Arena
Arie Crown Theater	Capitol One Hall	Daily's Place
Arvest Bank Theatre at The Midland	Carolina Tix	Denver Arts & Venues
ASM Mobile	Carson Center	Denver Coliseum
Asolo Repertory Theatre	Centene Community Ice Center	Denver Performing Arts Complex
Atlanta Symphony Orchestra	Central Bank Center	Desoto CVB
Atlantic City Convention Center	Century II	Desert Diamond Arena
Austin City Limits Live	Chaifetz Arena	Detroit Regional Convention Facility
Aventura Center	Champions Square	Authority
Ballet West	Charlotte International Arts Festival	Dignity Health Sports Park
Bankers Life Fieldhouse	Chartway Arena	Dominion Energy Center
Bank Plus Amphitheater	Chesapeake Arena	Donald L Tucker Civic Center
Barbara B. Mann Performing Arts Center	CHS Field	Durham Performing Arts Center
Barclays Arena	Cincinnati Arts	Eagle Bank Arena
Barclays Center	City National Grove	Event Venue Marketing Conference
Bergen Performing Arts Center	City of Baseball Museum	Eisbaren
Bethel Woods Center for the Arts	City of Cheyenne	Empower Field at Mile High
Blumenthal Arts	Civic Center Music Hall	Encana Events Centre
BMO Field	Cleveland Agora	Enterprise Center
Boardwalk Hall	Cleveland Monsters	ExtraMile Arena
BOK Center	Cobb Energy Center	Fair Park
Bon Secours Wellness Arena	Coca Cola Coliseum	Fargo Dome
Bridgestone Arena	Coca-Cola Music Hall	Ferguson Center for the Arts
Broadmoor World Arena	Colonial Life Arena	Fiddler's Green Amphitheatre

➤ Continued on next page.

CLIENT LIST CONTINUED

First Direct Arena
 First Fleet Concerts
 Fiserv Forum
 Florida Theatre
 Flyers Skate Zone
 F&M Bank Arena
 Folk Americana Roots Hall of fame
 Ford Field
 Ford Park Entertainment Complex
 Ford Wyoming Center
 Fox Theatre (Atlanta)
 Fox Theatre (St. Louis)
 Frost Bank Center
 FTL War Memorial
 Galen Center
 Genesee Theatre
 George Street Playhouse
 Gothic Theatre
 Grammy Museum Mississippi
 Grand Ole Opry
 Great Lakes Center for the Arts
 Greek Theatre
 Greensboro Coliseum Complex
 Hampton Arts

Hampton Coliseum
 Hampton Jazz Festival
 Hartford Wolfpack
 HEB Center at Cedar Park
 HISTORY (Live Nation)
 Hollywood Pantages
 Houston Toyota Center
 Hydro Club
 Infinite Energy Center
 Iowa Events Center
 Iowa Wild
 IU Auditorium
 Jam Productions
 Jefferson Performing Arts Center
 Jefferson Theater
 Joy Theater
 Kaseya Center
 Keswick Theatre
 Keystone Technologies
 KFC Yum Center
 Kia Center
 Koka Booth Amphitheatre
 LA Convention Center
 LA Live
 Landers Center
 Lexington Opera House
 Lyric Baltimore
 Marathon Center for the Performing Arts
 Martha Vineyard Concert Series
 Marymoor Park Concerts
 MassMutual Center
 Mattamy Athletic Centre
 Maxwell C King Center for the Performing Arts
 McAllen Broadway Series
 McCaw Hall

McNicols Auditorium
 Mechanics Bank Arena
 Mercedes Platz
 Mercedes-Benz Arena Berlin
 MetroTix
 Microsoft Theater
 Morrison Center
 Mullins Center
 MVP Arena
 Nationwide Arena
 Nederlander Concerts
 New Jersey Symphony Orchestra
 Niswonger Performing Arts Center
 North Charleston Coliseum Performing Arts Center
 Novant Health Thanksgiving Parade
 Oakland Arena/Ring Central Coliseum
 Oakland Ice
 Ogden Theatre
 Osceola Heritage Park (OH Park)
 Oxford Performing Arts Center
 PA Convention Center
 Pablo Center at the Confluence
 Pabst Theater Group
 Palace Theatre
 Paragon Presents
 Paramount Theater of the Arts
 Parker Playhouse
 Peace Center
 Pensacola Bay Center
 Performing Arts Center San Luis Obispo
 Petersen Events Center
 PFM CORP
 Pikes Peak Center
 Pinnacle Bank Arena
 Playhouse Square
 PNC Arena
 Ponte Vedra Concert Hall
 Popejoy Presents
 PPG Paints Arena
 PPL Center
 Providence Bruins
 Providence Performing Arts Center
 Prysm Nightclub
 Radius



1 BILLION

Page Views on carbonhouse
Websites Yearly



95%

Client retention over the last 15 years



5

carbonhouse offices to serve clients
across the world

> Continued on next page.

CLIENT LIST CONTINUED

Ralston Arena
 Rams Head Live
 Rams Head On Stage
 Rams Head Presents
 Reno Events
 Rentschler Field
 Repertory Theatre of St. Louis
 Resch Center
 Rhode Island Convention Center
 Rocket Mortgage Fieldhouse
 Rose & Alfred Miniaci Performing Arts Center
 Royal Farms Arena
 Royal Oak Music Theatre
 Royal Variety Charity
 Rupp Arena
 Ruth Eckard Hall
 Ryman Auditorium
 Saint Paul River Centre
 Sam Houston Race Park
 Sandler Center
 Sanford Center
 Santander Arena & Performing Arts Center
 SAP Center
 Schottenstein Center
 Scotiabank Arena
 Scottish Exhibition & Conference Centre
 SevenVenues
 Shakespeare Theatre of New Jersey
 Sharks Ice at Fremont
 Sharks Ice Landing Page
 Sharks Ice at San Jose
 Sheen Center
 Shrine Auditorium
 Shrine on Airline
 Shubert Theatre
 Silverstein Eye Centers Arena
 Sing Out Loud Festival
 Sioux City Orpheum
 SLP Concerts
 Smoothie King Center
 SnapDragon Stadium
 SNHU Arena
 Social Hall SF
 Soldier Field
 Spectrum Amphitheatre
 Spectrum Center
 Springfield Thunderbirds
 Sprint Pavilion

SSE Hydro
 St. Louis Legacy Ice Foundation
 St. Louis Opera House Foundation
 Crypto.Com Arena
 State Farm Arena
 State Farm Center
 State Farm Stadium
 State Theatre of New Jersey
 Stifel Theatre
 Stockton Live
 Symphony Hall
 T-Mobile Arena
 T-Mobile Center
 Tacoma City Theaters
 Tacoma Dome
 Tahoe Blue Event Center
 Tanger Performing Arts Center
 Target Center
 TCF Center Detroit
 TD Garden
 Tech CU Arena
 The Amp St. Augustine
 The Barboza
 The Bomb Factory
 The Capitol Theatre
 The Hangar Sport & Events Centre
 The Key West Amp
 The Monument Live
 The National VA
 The Neumos
 The Norva
 The Novo by Microsoft
 The O2
 The Plaza Live Orlando
 The Ralph Englestad Arena
 The Rams Head Group
 The Ranch

The Regency Ballroom
 The Runaway
 The Sinclair
 The Southern Cafe and Music Hall
 The SSE Arena, Wembley
 Ticket Star
 TicketLeader
 TicketsWest
 Tilles Center
 Toyota Arena
 Tribute Communities Centre
 Tyson Events Center
 US Bank Stadium
 Utilita Arena
 Van Wert Live
 Verti Music Hall
 Veterans Memorial Auditorium
 Virginia Credit Union Live!
 Wagner Noël Performing Arts Center
 Webster Bank Arena
 Wells Fargo Center
 Wharton Center for the Performing Arts
 Wintrust Arena
 Xcel Energy Center
 XL Center
 ynotix
 YouTube Theater
 Yuengling Center
 Z2 Entertainment



7 YEARS

Average Years of Engagement Across
All carbonhouse Clients



1 BILLION+

Page Views on carbonhouse
websites yearly



16 YEARS

Longest Client Partnership
(Blumenthal Performing Arts Center
Charlotte, NC)

EXPERIENCE // CLIENT TESTIMONIALS

TESTIMONIALS



carbonhouse immediately understood our goals and worked with our fast-paced timeline. The user-friendliness of the CMS backend was an important factor for our project. The collaborative nature of the carbonhouse team cannot be highlighted enough and they always adapt to meet our needs. These important qualities have allowed us to build unique pages and deliver of a premium experience in Las Vegas.

David Griffin
Las Vegas Raiders/Allegiant Stadium

We are so excited about the new site. It looks great. Great feedback from tours, clients, and staff so far too. Our team is small, so this is a huge improvement for our event management process moving forward. It really expedites the process of creating, editing and showcasing our events on our site. No more hard coding ourselves, no more taking off presales/offers/ticket types manually, the recent review link generator update has been great and the ticket type functionality has been amazing.

Hunter Segesta
Houston Toyota Center



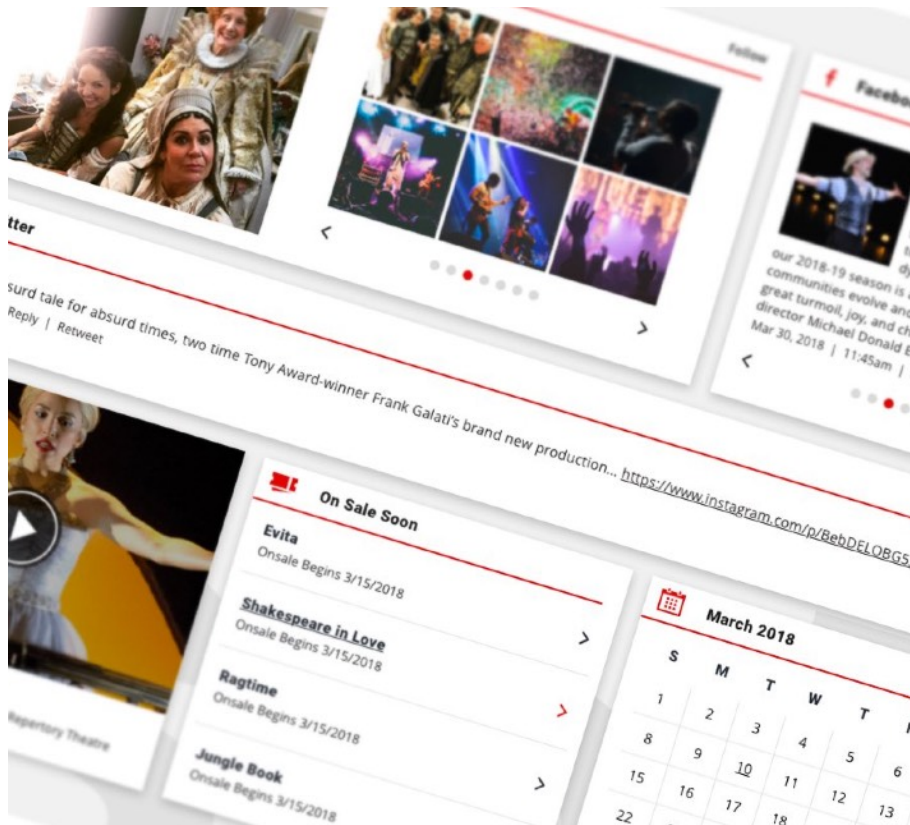
carbonhouse has been able to transform the unique and interactive experience of being at a game into our website. The entire carbonhouse team has used their detailed, systematic process to help develop our vision every step of the way. Their support team is quick to help and keen on new developments to keep them ahead of the competition. Carbonhouse is a true partner who shares every teams' goal of creating the best experience for their fans.

Zane Heinselman
St. Paul Saints

DESIGN // RESPONSIVE

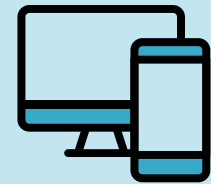
CARBONHOUSE DESIGN

GREAT DESIGN IS BORN OF SIMPLICITY AND CLARITY



All carbonhouse sites offer you a beautiful carbonhouse design with marketing flexibility and development savings. Our cutting-edge websites feature flexible content components which allow for hundreds of combinations and layout options.

We call this 'hybrid design,' which offers a combination of customizable, flexible content capabilities featuring Promotions, Mini-Calendar, Ad Serve, Link List, and HTML, to ensure that your website adapts to your changing goals.



RESPONSIVE DESIGN

carbonhouse's goal is to allow users to view your website and buy tickets on devices of all sizes and screen resolutions. More than 70% of mobile searches lead to an action within an hour and up to 50% of your users will visit your website on a mobile device, so a mobile responsive website is a must.

Responsive Design delivers better SEO, an optimal user experience, and it's simpler to manage. Our mobile-first approach ensures fans quickly find everything they need, from on-sale information to directions to your venue.

+ Need more customization? Ask us about custom design options.

SHOWTIME // CORE FEATURES

CORE FEATURES

CORE FEATURES INCLUDED WITH EVERY CARBONHOUSE WEBSITE



Responsive

All new sites feature fully-responsive design for mobile, tablet, and desktop



Powerful CMS

Showtime, the only Content Management System developed uniquely for the venue industry



Scheduling

Automate events, on-sales, and news releases through the automation database



Promotional Space

Content-managed ad rotators and promotional spaces



Share Content

Upload audio, video (YouTube), and photos quickly through the website media manager



Preview Pages

Preview and Share event detail and website pages prior to publication



Social Integration

Feature your social feeds including Facebook, Twitter and Instagram



Stable Hosting

Industry-leading hosting with scalable growth, failover capabilities & Security



Unlimited Training

Comprehensive, ongoing, unlimited training and technical support



Custom Fields

Event Detail Pages can be tailored to your unique requirements



Web Presence

manage Friendly URLs, meta tag/ descriptions, and tracking codes for better SEO & SEM



Promotions

Timely homepage alerts and promotional overlay capabilities

SHOWTIME// HOSTING

HOSTING

**FACT: ADELE, HAMILTON, ED SHEERAN, AND GARTH BROOKS
LOOK FOR THEIR ON-SALES TO BE RELIABLY SUPPORTED BY
CARBONHOUSE HOSTING.**

**WHILE OTHERS HAVE
SUFFERED FROM ON-SALE
FAILURES, CARBONHOUSE
SITES REMAIN STRONG.**

NO MORE WORRYING

carbonhouse websites work so well, you don't have to stress about your next big on-sale. Our unwavering dedication to rock-solid hosting during the world's largest on-sales is why we are continually investing in our worldwide infrastructure. From load-balanced, multi-zone hosting to massive data centers on multiple-continents with concurrent databases and immediate failover capabilities, to multiple levels of firewalls and DDoS attack prevention, data centers have provided carbonhouse an unheard-of four nines uptime.

SECURITY

We want a secure web. It is essential for website visitors to know that your website is safe--even more important, Google wants your website secure. Since October 2016, Google has begun to punish unsecured sites. Unlike our competitors, carbonhouse automatically secures all new websites with the latest SSL features.

READY TO TAKE IT TO 11?

For those who want even more, our technology partner CloudFlare, who supports more web traffic than Twitter, Amazon, and Apple combined, offers additional security and speed solution for our clients - carbonhouse Enterprise with CloudFlare.

carbonhouse Enterprise with CloudFlare adds additional leading-edge features that allow our clients' websites to score higher on Google's Speed Tests with Image Optimization, Javascript optimization, HTML Minify and faster load times through RockLoader and Argo Smart routing. If an improved Google-ranking score is your concern, then carbonhouse Enterprise with CloudFlare is the solution.

[+ Need more details?](#) Our appendix features comprehensive answers by topic.

FEATURES // ACCESSIBILITY

ACCESSIBILITY

An accessible web is a priority for carbonhouse. Our goal is solutions that strive to reach the widest audience regardless of disability. The World Wide Web Consortium (W3C) sets the main international best practices for the World Wide Web and its accessibility. W3C created the Web Content Accessibility

Guidelines (WCAG 2.1). Every new website carbonhouse creates the means to help clients reach WCAG 2.1 AA elements. We work with clients throughout the process to ensure they are educated on many aspects of WCAG.

AREAS OF CONCENTRATION FOR WEB ACCESSIBILITY IMPLEMENTATION



Perceivable
Web content is made available to the senses sight, hearing, and/or touch



Operable
Interface forms, controls and navigation are operable



Understandable
Content and interface are understandable



Robust
Content can be used reliably by a wide variety of user agents, including assistive technologies

FIVE STAGES FOR SUCCESSFUL WEBSITE ACCESSIBILITY FOR CARBONHOUSE WEBSITES

SITEMAP

Review of best practices including highlighting recommendations on web accessibility sections and content .

DESIGN

Designs that meet requirements for minimal AA contrast levels to support website visitors with low-visibility or color blindness.

DEVELOPMENT

Coding that supports an accessible web. Post-development review by testing with industry-accepted screen reading tools.

TRAINING

Training and review of website accessibility tools and responsibilities for successful implementation of WCAG A & AA guidelines.

ON-GOING

Bi-Annual client webinars featuring updates on website accessibility by carbonhouse and web accessibility insiders.

Disclaimer: While we will encourage and support clients in their efforts to meet these guidelines, website accessibility implementation completed by carbonhouse does not cover accessibility issues introduced by third-party scripts and or forms, and client generated content. carbonhouse provides no warranties on indemnities on website accessibility and recommends review of any implementation with appropriate legal representatives.

FEATURES // SEO TOOLS

SHOWTIME GIVES YOU CONTROL OVER SEO

We maximize your exposure and your events by building Google's Knowledge Graph and Facebook Open Markup into your website. There's even one-click management of website tracking tags for search engine marketing! Through this

integration, the Showtime system will auto-generate images and meta descriptions for your website's Google search results, Facebook link previews, and Twitter Cards for each page and event listing.

SHOWTIME CMS GIVES YOU CONTROL OVER YOUR WEBSITE'S SEO. YOU HAVE THE POWER TO CUSTOMIZE THE META DESCRIPTION, KEYWORDS, PAGE TITLE, AND URI FOR EVERY PAGE AND EVENT, WITHOUT CONTACTING YOUR WEB VENDOR.

TRACKING PIXELS AND MARKETING TAGS

Have an upcoming marketing campaign with a unique tracking pixel? Looking to perform some digital retargeting? No longer will you need to wait for the web administrator to add precious tracking items. With Showtime you'll have the ability to place and implement pixels and tags to each event and page in real time!

FRIENDLY URLS

Long URLs make your valuable content challenging to find. Friendly URLs are custom URLs that are easy to access and are a great marketing tool. Not only are Friendly URLs simple for your web visitors to remember, but search engines love them too. Create and manage custom friendly URLs directly within Showtime to market your upcoming on-sale.

META DESCRIPTIONS

The Showtime page and event listing settings allow you to raise your SEO to the next level by adding keywords and customizing meta descriptions to help you be found within search results. Showtime gives you complete power to tailor your tracking keywords and meta descriptions to your most current marketing campaign.

EVENT SCHEMA STRUCTURED DATA

Schema markup for a website allows events to be discovered by search engines. Without proper schema venues are missing out on a lot of organic traffic. carbonhouse's tools automate event schema. This allows the venue to be the official source of event content for google searches. As an additional tool, the website will include Google Breadcrumbs. Google Breadcrumbs are navigational aids that help Google understand your website structure resulting in more contextual results with search results.(optional)

FEATURES // CALENDARS

SAVE THE DATE

EVENT MARKETING RUNS THROUGH OUR VEINS, AND WITH OUR SINGULAR FOCUS ON ENSURING CLIENTS CAN SELL MORE TICKETS, WE OFFER THE OPTIONS YOU WANT TO CONVEY VISUAL INFORMATION IN YOUR EVENT CALENDAR.

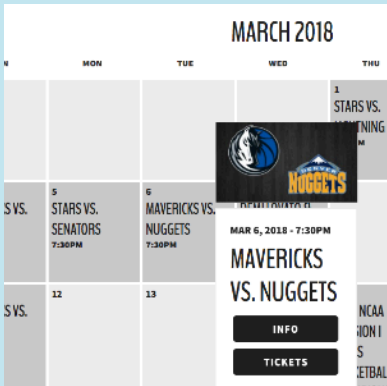
INCLUDED



EVENT CALENDAR WIDGET

Your website will have an event calendar widget automatically **included**. This interactive calendar widget can be placed throughout your website to give your visitors a quick click option to find events by date. If you are a client with multiple venues, we automatically provide venue locations within the calendar.

UPGRADE



FULL PAGE CALENDAR

For a small upgrade fee, an interactive full-page calendar is available to give your web visitors a large-scale view of your venue's upcoming events. With this option, we build a customized calendar based on your website's design and styles. This calendar is also responsive and will display well on multiple devices.

UPGRADE



ECAL INTEGRATION

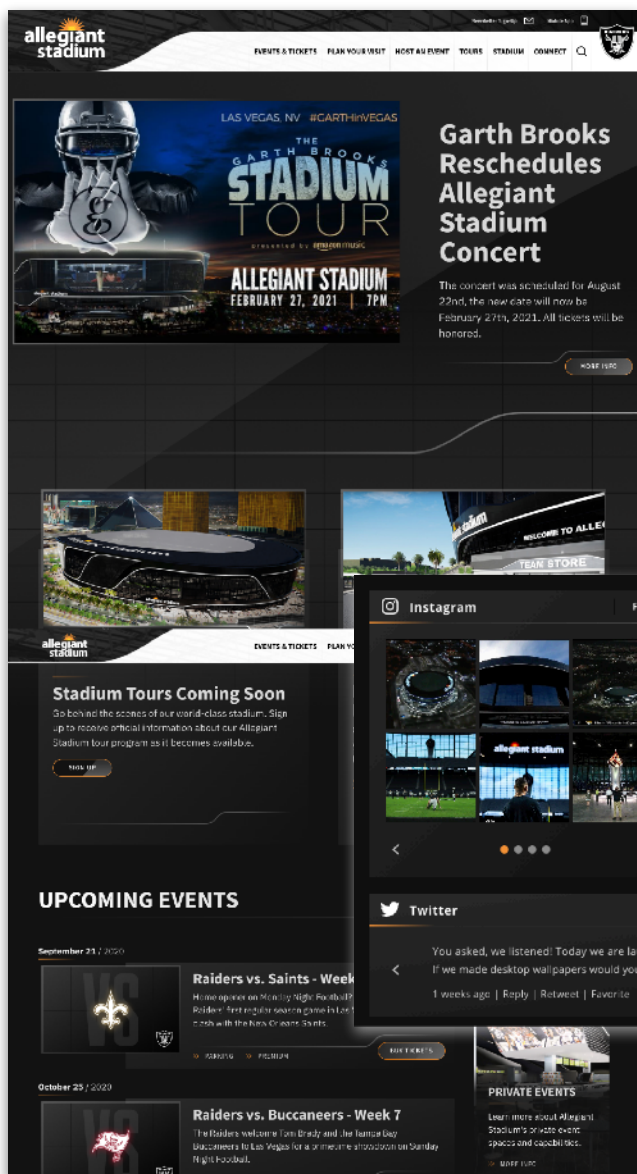
ECAL's 'Add to Calendar' technology allows fans to receive detailed events info, including 'ticket alerts' and 'on sale' dates, directly into their calendars. ECAL drives sales, acquires valuable data, and keeps fans happy. Exclusive to carbonhouse, our seamless integration provides the maximum ability to increase incremental ticket sales.

+ Require more customization, such as “add to calendar” or calendar overlay?
We’ve done it all and are happy to design something new for you.

DESIGN SYSTEM // HYBRID

HYBRID DESIGN

NEXT-GENERATION PLATFORM CURATED FROM OVER TEN YEARS OF VENUE EXPERIENCE.



GOLD-STANDARD FOR VENUE WEBSITES

Front-End solution with striking balance between custom design, flexibility and value

WIDGET-BASED COMPONENTS

Long term flexibility with changeable components for HTML, Sponsorship, News and Event

INTEGRATED WEB ACCESSIBILITY

Built with universal design to allow event discovery for everyone

FEATURES // ADVANCED SEARCH

ADVANCED SEARCH

YOUR WEBSITE VISITORS LOVE TO SEARCH. IN FACT, MORE THAN 15% OF TICKETS SALES ARE GENERATED DIRECTLY FROM SEARCH RESULTS.

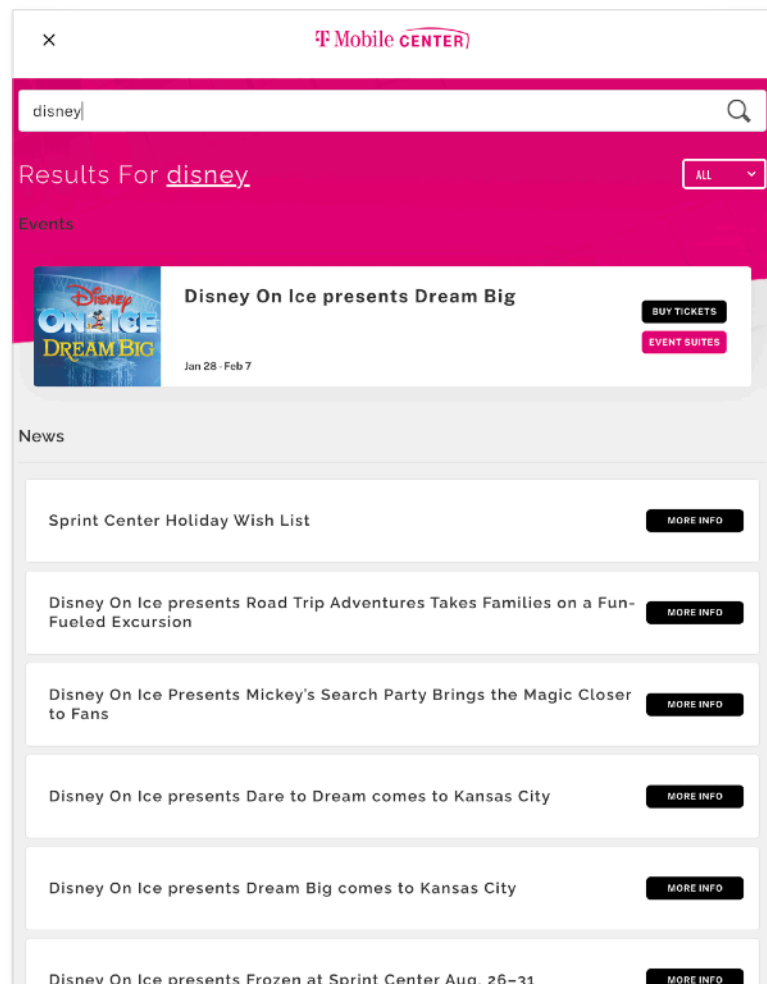
Quickly finding event information is a critical requirement for carbonhouse. From ad-supported solutions to comprehensive enterprise-level options utilizing custom search algorithm technologies, carbonhouse draws upon years of experience building event-search solutions of all price levels to support

clients' ticket sales. Our Advanced Search is most powerful tool available for venues - real time results as you type with integrated ticket links offering one click purchase directly from search results.



ADVANCED SEARCH

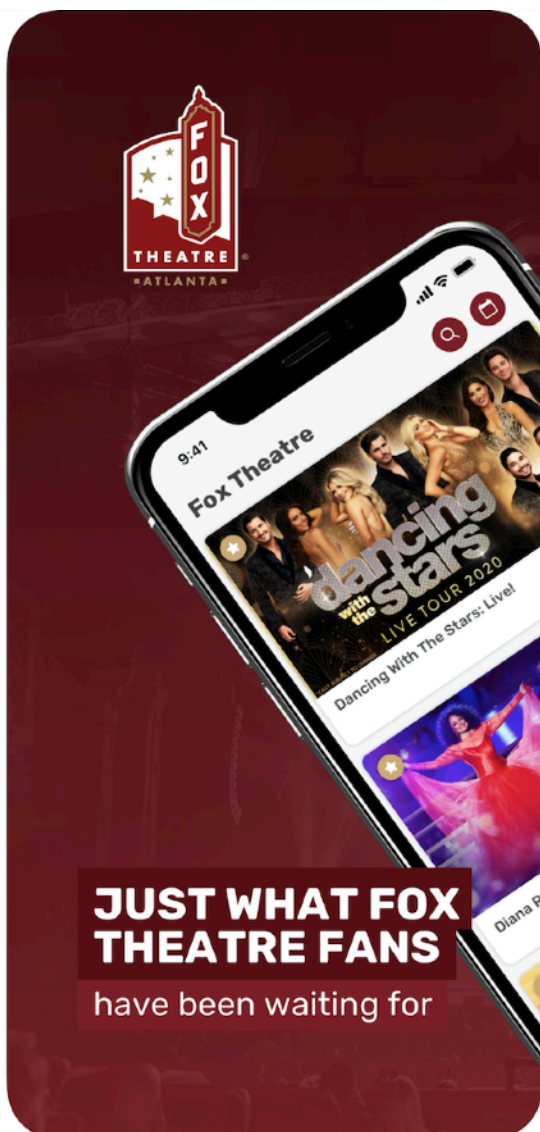
- Harnessing the power of algorithms, the carbonhouse search is a more dynamic solution.
- Stylized search results for events with integration of Buy Tickets and More Information links.
- Suggested listings from misspellings
- Ad-free
- Instant re-indexing of site
- Auto Fill Search, with results dynamically displayed upon typing.



FEATURES // APP INTEGRATION

MOBILE APP INTEGRATION

VENUE API IS BUILT PLATFORM INDEPENDENT TO ALLOW TURN-KEY INTEGRATIONS WITH ONE PUBLISH CAPABILITIES.



The carbonhouse team has previous experience of building mobile applications for venues. This unique experience taught us the key in success for mobile apps being powered by great content APIs.

Though we are platform independent toward mobile app vendors, we insist on being a partner to our client's success with mobile applications. Our one publish APIs are capable of providing all the content required and more for mobile applications including events, news, galleries, seating charts, food and beverage locations and sponsorships. Clients may add additional fields in Showtime CMS that are exposed exclusively to the mobile application.

INTEGRATION PARTNERS INCLUDE



FEATURES // ADVANCED TICKET TYPE SYSTEM

ADVANCED TICKETING SYSTEM

SELL MORE PREMIUM, EARLIER

Traditionally pre-sales, premium and special packages are promoted on the ticketing website only. Eliminating the opportunity to promote these offers during the discovery process carbonhouse changed this with our exclusive Advance Ticketing System.

Clients can now be more proactive with the promotion of their Premium/VIP inventory with ability to create multiple ticket types each with separate on sales/off sale and ticket links

promoted on the event detail page. Additional capabilities include ability to create landing pages featuring all premium offerings for all upcoming shows at NOW Arena creating one place for fans to find all premium offers.

Our Advanced Ticketing System is also used to highlight pre-sale opportunities from promoter, venue and sponsors allowing maximum opportunity for increased sales during critical sale period.

PRE-SALES

VIP & MERCHANDISE

The Australian Pink Floyd Show
World Tour 2020
Sunday, 13.11.2020
20:00 Uhr (18:45 Uhr - 19:00 Uhr)
[Ticket]

Tickets, Upgrades, und VIP-Pakete

Ticket Type	Price	Action
VIP-Parking Blue	15,00 €	[Jetzt buchen]
VIP-Access	25,00 €	[Jetzt buchen]
Public Ticket	25,00 €	[Jetzt buchen]
VIP-Pacake Bronze	149,00 €	[Jetzt buchen]
VIP-Pacake Silver	199,00 €	[Jetzt buchen]
Event Suite	199,00 €	[Jetzt buchen]

FEATURES // INTERACTIVE VISITOR GUIDE

INTERACTIVE VISITOR GUIDES

DRIVE INCREMENTAL REVENUE BY MAKING YOUR WEBSITE THE DESTINATION FOR THE ENTIRE EVENT EXPERIENCE.

LOCALIZED CONTENT

Incorporate Parking, Hotels, Dining and local attractions around NOW Arena

REVENUE

Drive revenue with local hotel and hospitality partnerships

RESPONSIVE

Google Maps interface, allowing fully responsive and mobile interface

BRANDED

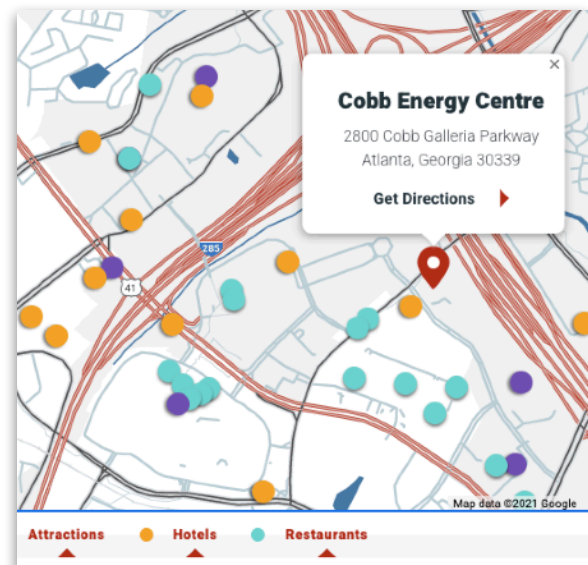
Integrated experience that maintains venue colors and branding

CONTENT MANAGED IN SHOWTIME

All information available to be shared with external partners such as venue mobile app through APIs

PARTNERSHIPS

carbonhouse maintains preferred relationships with major hospitality chains. We can offer revenue share for booking opportunities.



+ **Require more customization?** We've done it all and are happy to design something new for you.

PROCESS // TIMELINE

PROCESS

SUCCESS BEGINS WITH KNOWING WHAT CLIENTS EXPECT. WITH MORE THAN 350 CLIENTS, WE'VE HAD A LOT OF PRACTICE. OUR PROCESS IS REPRESENTED BY A LINEAR OUTLINE OF EACH STAGE WITHIN THE PROJECT.

 Kick-off & Sitemap Definition of the site page structure	 Content Client engaged website content creation	 Design Focus on the look and feel of the website	 Development Implementing design, content and code	 Testing Quality and Assurances of the website	 Deployment Launch of the new website to the public
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01 // KICK-OFF & SITEMAP

The carbonhouse kick-off sets the stage for what your project success looks like – by walking you through the carbonhouse process, introducing the team and tools you'll be working with, and establishing a project timeline. During this kick-off, carbonhouse will gather any existing sitemap materials and work with you to develop a site structure that defines the necessary information while accommodating current and future changes to the site.



02 // CONTENT

Upon approval of the sitemap, as only your team can speak for your venues, carbonhouse will look to the client to provide content (images/video/copy) for the new website within a simple-to-use web portal. While the scope does not include content creation, carbonhouse's team can assist in content editing, feedback, and review.

> Continued on next page.



03 // DESIGN

carbonhouse understands the vital role that proper design and architecture will play in this project. We know your audience, and we follow proven web design guidelines to design for them. We focus on “look and feel” to create a dynamic environment built to exceed the expectations of your customers, sponsors, and facility managers. Our design solutions combine beautiful design with marketing flexibility and development savings. All of our sites feature a combination of customizable, flexible content capabilities featuring Promotions, Mini-Calendar, Ad Serve, Link List, and HTML, to ensure that your website adapts to your changing goals.

During the beginning of the design phase, carbonhouse creates ‘wireframes’ of the home page. Wireframes are visual representations of various content elements of the website. These wireframes allow clients to visualize where areas of content, including featured events, upcoming events and, promotions, will live. After review and approval, carbonhouse will engage in the implementation of the client’s brand in designing the home page. Upon homepage approval, carbonhouse completes the design for the interior pages for client review including Event Detail, Event Listing and Styles Page.



04 // DEVELOPMENT

Following the approval of the design layouts, carbonhouse will proceed to the programming stage where we construct the website and integrate carbonhouse’s exclusive Showtime CMS. Here the design comes to life, incorporating your site’s unique functionality and styling utilizing HTML, CSS, Javascript, and PHP to convert your content into beautiful, fully functioning web pages.



05 // TESTING

carbonhouse undertakes an extensive testing checklist prior to website launch. New sites are tested for web browser compatibility with the following current dominant web browsers and plugins:

Desktop Testing:

- Microsoft Edge
- Latest Released Firefox Version
- Latest Released Safari Version
- Latest Google Chrome

Mobile Testing:

- iOS Safari
- Android
- Chrome



06 // **DEPLOYMENT**

After development, carbonhouse will present your new website and train you on Showtime, the powerful tool that you and your team will use to drive your site. carbonhouse offers two training sessions to ensure your staff is proficient in updating content on the new website. As you explore Showtime, we will work together to confirm each element operates correctly. The power will be in your hands to choose when your site is debuted to the world.



ON-GOING SUPPORT

carbonhouse provides unlimited training and technical support. Should there be any functionality changes requested or technical errors to be corrected, these support items are to be communicated and submitted via an online support ticket system. Our Client Services Team ensures all requests are answered in a timely manner with our online knowledge base and ticket-based help system. The appendix features our latest Service Level Agreement.



PROJECT TIMELINE



PROJECT // SCOPE

WEBSITE SCOPE

DESCRIPTION	FEE
OPTION ONE - ESSENTIALS • Kick Off & Sitemap: Client to provide initial sitemap for website through online interview. • Content: Client responsible for providing website content prior to development. Any content not provided by development, client will update within the system after training. • Design: Online interview process, scope includes: • Client selection from one (1) of three (3) website wireframes. • carbonhouse will create one design with two (2) iterations for the clients review. Design iterations may include a different background, header or navigation design. • Client will select single design with one (1) round of feedback. • Upon approval, carbonhouse will move the project into production.	\$20,000 set-up
OPTION TWO - SITEMAP & DESIGN CONSULTING • Kick Off & Sitemap: Kick off with carbonhouse team. Consultation with client on sitemap with two (2) rounds of revisions. Additional rounds of revisions incur additional costs. • Content: Client responsible for providing website content prior to development. • Design: carbonhouse will consult with Client on design. Scope includes: • 2-3 home page wireframes (2 rounds of revisions) • Upon home page wireframe approval, one (1) design with two (2) iterations. Design iterations may include a different background, header or navigation design. The client will be asked to select a single direction, which will be further refined through up to two (2) additional revision rounds. • Event detail page and Event listing pages for review. • Upon approval, carbonhouse will move the project into production.	\$30,000 set-up
HOSTING, LICENSE & SUPPORT Showtime CMS license, unlimited hosting, technical support(PER SLA) and training. Additional development requests, including database and design, will be quoted and billed at the current rate card. Pricing based on (3) three year term. Monthly billing to begin two (2) weeks from Soft Launch.	\$750 per month

OPTIONAL ITEMS	FEE
ADVANCED TICKETING SYSTEM Database driven system to feature non-primary ticket types such as VIP, Parking, Club Seating, and other ticket/package types. Includes display title, ticket date and timings, description, image (such as logo for offering), button labels, pre-sale checkbox, and on sale start/end dates	\$7,500 set-up
LARGE EVENT CALENDAR WITH PRINTABLE FORMAT	\$2,000 set-up
WEBSITE SEARCH OPTION Basic - https://www.frontwavearena.com/ (Included) Advanced - https://www.budweisergardens.com/	Advanced Search - \$3,500
INTERACTIVE VISITORS GUIDE MAP	\$2,000 set-up
ALERTS / OVERLAYS (TIMED — ON/OFF) • Home Page Overlay Promotions (Included) • Home Page Alerts (Included) • Event page Alerts	\$1,000 set-up
HOME PAGE VIDEO INTRO PANELS	\$2,000 set-up
GOOGLE EVENT DETAIL PAGE SCHEMA DATA AND BREADCRUMBS	\$1,500 set-up

APPENDIX

PROPOSAL APPENDIX



REFERENCES
TECHNOLOGY TOPICS
SERVICE LEVEL AGREEMENT

APPENDIX // REFERENCES

REFERENCES

**1. Adam Flack**

Regional Marketing Director
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2. Tayler Fredrickson

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3. Jacalyn Hill

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Jacalyn.Hill@oakviewgroup.com

4. Lauren Dobrynski

Director of Marketing, Regional Director Group Sales
Oak View Group | Cross Insurance Arena
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Lauren.Dobrynski@OakViewGroup.com

5. Jason Refermat

Director of Marketing
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jason.refermat@oakviewgroup.com

APPENDIX // TECHNOLOGY Q & A

TECHNOLOGY TOPICS

APPLICATION AND INTERFACE SECURITY

Application and Interface Security Our code is written and reviewed to adhere to industry-standard best practices including the OWASP top-10. Any modifications to content or updates to the system are archived in an audit log which provides a detailed view into administrative use of the content platform.

AUDIT ASSURANCE AND COMPLIANCE

Code is reviewed by multiple team-members before being deployed to production

BUSINESS CONTINUITY MANAGEMENT AND OPERATIONAL RESILIENCE

carbonhouse maintains an extensive Impact Remediation Matrix which details threats, risks, and items and behavior impactful to our operations. Each potential impact has documented steps to specify detection, possible gaps in detection, a description of the impact pre-mitigation, and one or more mitigation strategies among the categories of prevention, suppression, containment, and recovery.

The Matrix is used to perform regular disaster recovery tests, and has been used to drive out and prevent many rare but dangerous classes of events from impacting operations

CHANGE CONTROL AND CONFIGURATION MANAGEMENT

Carbonhouse utilizes extensive automated and tested configuration management which allows for breadth and depth in integration and auditing of configuration across servers, deployments, developer/operations access controls, and third-party integrations.

Our configuration management solution is also extensively integrated with our operational monitoring, alerting, and audit systems. This allows rapid reaction and awareness into any deviation from the desired configuration or expected application behaviors.

DATA SECURITY AND INFORMATION LIFECYCLE MANAGEMENT

Carbonhouse's content platform contains no personally-identifiable information, and is solely a content platform. Carbonhouse does utilize an extensive monitoring, alerting, and auditing system, to ensure that any use or flow of information into or out of the system is controlled and logged.

DATACENTER SECURITY

Carbonhouse's content platform uses Amazon's Elastic Compute Cloud (EC2) and we follow industry best practices around access control and Identity Access Management (IAM)

ENCRYPTION AND KEY MANAGEMENT

Carbonhouse's infrastructure follows industry best practices around access control and Identity Access Management (IAM)

Examples of access control and content security include:

- No unencrypted keys are stored "at-rest" in any local filesystem.
- Use of encrypted filesystems for all deployed servers
- Issuance and revocation of developer and operations access secrets is tightly integrated, allowing rapid changes to all access control configurations
- No shared credentials. All credentials are scoped as tightly as possible to assist in environmental isolation as well as audit-trail accuracy

GOVERNANCE AND RISK MANAGEMENT

Our systems governance and risk management policies are driven and informed by the previously mentioned Impact Remediation Matrix.

Industry standards across diverse realms such as application development, data integrity, server configuration are combined with a breakdown of the myriad failure modes of our entire operational as well as organizational infrastructure to provide a top-to-bottom, forest-to-trees view of the threats and risks for which we must have preparedness.

This self-reinforcing set of policies and risks is regularly re-evaluated to stay up-to-date.

IDENTITY AND ACCESS MANAGEMENT

Carbonhouse's infrastructure follows industry best practices around access control and Identity Access Management (IAM)

Examples of access control and content security include:

- No unencrypted keys are stored "at-rest" in any local filesystem
- Use of encrypted filesystems for all deployed servers
- Issuance and revocation of developer and operations access secrets is tightly integrated, allowing rapid changes to all access control configurations
- No shared credentials. All credentials are scoped as tightly as possible to assist in environmental isolation as well as audit-trail accuracy
- Administrative access of the platform is tightly controlled per-user by fine-grained access controls allowing isolation of access to even individual content items

INFRASTRUCTURE AND VIRTUALIZATION SECURITY

Carbonhouse utilizes extensive automated and tested configuration management which allows for breadth and depth in integration and auditing of configuration across servers, deployments, developer/operations access controls, and third-party integrations.

Our configuration management solution is also extensively integrated with our operational monitoring, alerting, and audit systems. This allows rapid reaction and awareness into any deviation from the desired configuration or expected application behaviors.

Production logs are archived as well as integrated into our alerting system giving us real-time insight into any operational health issues.

Due to our extensive use of automated configuration management, developer, staging, and production platforms are completely isolated, yet are identical, allowing proper testing to infrastructure changes as well as production-identical deployment environments.

Our configuration management platform makes extensive use of available operating system hardening functionality for policy enforcement, audit information, as well as real-time monitoring of low-level performance characteristics and potential and actual policy violations.

INTEROPERABILITY AND PORTABILITY

Carbonhouse uses a wealth of open-source software as well as open, industry-standard protocols, APIs, and data formats.

AWARENESS

Our Nagios monitoring and alerting systems provide real-time awareness into any installed software vulnerabilities.

Vulnerable software is upgraded, patched, or otherwise mitigated within hours of public release of e.g. CVE-assignment or announcement of vulnerability.

DATACENTER LOCATION

Carbonhouse makes use of Amazon Web Services (AWS) regions us-east-1 (located in Northern Virginia) as well as eu-west-1 (located in Dublin, Ireland)

APPENDIX // SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT

We shall ensure that a fully staffed help desk is available for reporting problems (as defined below) and making requests from 8:00AM EST - 7PM EST on week days ("Working Hours"), excluding public holidays. Resources will be available after hours, weekends and on public holidays for reporting and resolution of suspected or actual Priority 1 Problems (as defined below). All requests must be submitted through appropriate ticket requests system as created for client by carbonhouse.

PRIORITY DEFINITIONS	
1 HIGH	A problem that causes a threat to revenue. E.g. server is down, the website is down.
2 MEDIUM	A problem that requires urgent attention, and is a minor threat to revenue. E.g. Footer logos not displaying properly, Event Tagline not displaying.
3 LOW	A cosmetic issue, usability issue, or problem that exists that does not impact revenue
4 MINOR ENHANCEMENT	Any minor requests for additional functionality or for a change in existing functionality. These requests are subject to scoping
5. MAJOR ENHANCEMENT	Major features or new additions that require scoping

For Priority 1 Problems updates will be provided at least hourly.

Resolution of Priority 1 and 2 are covered by this SLA. Priority 3, 4, 5 requests will be scoped, and time and cost estimates provided.

For purposes of this Service Level Agreement, "Problem" shall mean any lack of availability of the Website (or any part thereof) so that it cannot be accessed by a user and/or a complete or partial failure or function degradation of all or any part of the Website.

PROBLEM RESOLUTION TIMES		
PRIORITY	INITIAL RESPONSE	MAXIMUM RESOLUTION TIME
1 HIGH	30 Minutes	3 Hours
2 MEDIUM	12 Hours	24 - 48 Hours
3 LOW	24 Hours	Friday-Sunday requests Monday End of Day Resolution Monday-Tuesday requests Wednesday End of Day Resolution Wednesday-Thursday requests Friday End of Day Resolution
4 MINOR ENHANCEMENT	2-3 Days	Previous Sunday-Wednesday Requests Tuesday End of Day Resolution Previous Thursday - Saturday requests Thursday End of Day Resolution
5. MAJOR ENHANCEMENT	7 Days for Review/Scoping	As agreed between the parties

* Initial Response Time: Elapsed time between Problem receipt and the first response back to the user that reported the problem or raised the request through the support system.

** Maximum Resolution Time or total solution time is the total time between Problem or request receipt and Problem or request closing less waiting time (being the time it takes you to respond to any relevant and reasonable questions that we ask). This does not constitute a guaranteed response time and in all cases we will use our best endeavors to resolve issues within the appropriate resolution time.



REQUEST FOR PROPOSALS: WEBSITE REDESIGN AND HOSTING SERVICES

ORGANIZATIONAL OVERVIEW

NOW Arena, owned by the Village of Hoffman Estates, is an 11,800-seat multi-purpose family entertainment, cultural, and sports center that serves as the home of the Windy City Bulls, G League affiliate of the Chicago Bulls, located in Hoffman Estates, IL.

NOWArena.com is the digital foundation of the NOW Arena, providing important information about upcoming events, ticketing, parking, partners, policies, and more.

Last updated in 2017, NowArena.com requires a professional redesign to meet today's technology standards. The site needs a mobile-first design that is responsive to users on different devices with advanced capabilities that integrate with Ticketmaster, Google maps, and Parkwhiz by Flash. It should also allow better visibility on mobile devices, improve ADA compliance, to meet (WCAG) Version 2.1, Level AA requirements, and increase optimization to drive visibility on social media sites and search engines.

OBJECTIVE

The Village of Hoffman Estates, Illinois ("The Village") is soliciting proposals by means of this Request for Proposals (RFP) for professional comprehensive website services from qualified vendors with **expertise in venue-focused web design**. The Village of Hoffman Estates is seeking to partner with a qualified vendor to create and host a website with an attractive design that is user-friendly and informative.

OUR CURRENT WEBSITE

WWW.NOWARENA.COM

- Redesigned: 2017

THE PAIN POINTS

- Not easily customizable
- No user management/permissions
- No ability to schedule event announcements, on-sales, promotions, contests, etc.
- No ability to share preview of event detail and website pages prior to publication
- No ability to place pixels or tags without web administrator
- Site has crashed during large event on-sales
- Changes through our web provider take 48+ hours
- No ability to manage website through mobile. Must be on PC to make changes
- Some changes to original wireframe can't be made resulting in empty sections

OUR AUDIENCE

We have identified several target audiences the website aims to serve. The new website should offer tailored journeys for the below audiences:

- **Event Planners** visit the website to explore venue rental options, assess available spaces, and gather logistical information for hosting concerts, sports events, conferences, or conventions.
- **Customers** use the site to purchase tickets for upcoming events, check event schedules, review seating options, learn about parking and directions, review security protocols and more.
- **Sponsors** visit the website to explore branding and partnership opportunities within the arena.

PROJECT SCOPE

The NOW Arena is seeking a website redesign to enhance its online presence and improve the user experience for various audiences, including event planners, customers, and potential sponsors. The new website will serve as a central hub for all arena-related activities, events, and partnerships. It should reflect the brand's modern, dynamic, and professional identity while being user-friendly, mobile-optimized, and accessible.

The scope of the project includes the following key components:

1. Design and User Experience (UX)

- Create a visually appealing, modern website design that aligns with NOW Arena's brand and enhances its identity.
- Ensure seamless navigation and user experience for multiple audience segments, including event planners, customers, and sponsors.
- Design a responsive and mobile-friendly interface that adapts to all devices (desktop, tablet, mobile).
- Incorporate accessibility best practices to ensure compliance with ADA and WCAG standards.

2. Content Management System (CMS)

- Implement a scalable and easy-to-use CMS that allows NOW Arena staff to update content regularly, such as event listings, news, and sponsorship information.
- Ensure the CMS supports multimedia content (e.g., images, videos, interactive elements) and integration with third-party applications (e.g., ticketing systems).
- Preference given for functionality to make changes to website through mobile if necessary.
- User management that allows admin to set permissions so different departments have access to update their information as needed.

3. Event Management and Ticketing Integration

- Develop an integrated system for event management, including a calendar of events, ticket purchasing functionality, and venue information.
- Provide clear call-to-action buttons for ticket sales and event promotions.
- Integrate with Ticketmaster for seamless user experience.

4. Sponsorship and Partnership Pages

- Develop dedicated pages for potential sponsors, detailing partnership opportunities, branding options, and arena audience demographics.
- Include forms or call-to-action features that allow sponsors to easily contact the sponsorship team for inquiries.

5. Venue Information and Event Planner Resources

- Create detailed sections for event planners to access information about venue specifications, capacity, available spaces, and booking processes.
- Include downloadable resources such as floor plans, seating charts, and pricing packages.

6. Interactive Features

- Ability to incorporate interactive maps for parking and seating arrangements.
- Provide social media integration to promote live event updates and engage with fans.
- Allow users to subscribe to newsletters and alerts for upcoming events.

7. Analytics and Performance Tracking

- Implement robust analytics tools (e.g., Google Analytics) to monitor user traffic, behavior, and conversion rates.
- Ensure performance optimization for fast load times and a smooth user experience across all devices.
- Ability to add pixels or tags to website or individual pages as needed without requiring support from web administrator.

8. SEO and Digital Marketing Optimization

- Optimize the website for search engines (SEO) to improve visibility for key search terms related to NOW Arena and its events.
- Ensure integration with digital marketing campaigns, including paid advertising and social media strategies.

9. Timeline and Deliverables

- The project is expected to follow a timeline of 4-6 months from the initiation of the project to the website launch, with key milestones such as design approval, content migration, and testing phases.
- Final deliverables include a fully functional, tested, and optimized website along with training materials for the NOW Arena staff to manage and maintain the site post-launch.

SUBMITTAL REQUIREMENTS

Technical

- Specify the preferred content management system (CMS) or any technical platforms to be used.
- Define hosting and server requirements, including scalability and security measures.
- Outline performance expectations (e.g., page load speed, uptime).

Design and User Experience

- Describe the desired look and feel of the website, including branding guidelines.
- Specify requirements for responsive design and mobile optimization.
- Outline user experience (UX) considerations and desired features for easy navigation and engagement.

Content Strategy

- Discuss content requirements, including text, images, videos, and other multimedia elements.
- Specify any SEO (search engine optimization) requirements for content optimization.
- Mention any content creation or migration support needed from the vendor.

ADDITIONAL SUBMITTAL REQUIREMENTS Please include the following in your response. Only electronic submissions will be accepted and reviewed.

- **Cover Letter:** An introductory letter indicating the name of the firm and team composition, contact person and information, a short statement summarizing the strengths of the firm as it relates to the project.
- **Relevant Experience:** A description of the firm's relevant experience and capabilities, links and photos of the images of comparable projects, specifically related to sports or entertainment venues.
- **References:** Provide a minimum of two (2) references from two separate organizations with contact information including email addresses. Information requested and evaluated from references may include, but is not limited to, some of all the following: project description and background, project performed, and overall performance.
- **Budget:** Total cost broken down per scope detail above including schedule assumptions. Include fee sheets for the project, identifying all one-time design costs, the detail of all ongoing or future maintenance fees, and hosting costs, as well as any additional optional services.
- **Owner Responsibility Description:** Describe the role of the Village in the implementation and the trainings for those responsible for maintaining the site.
- **Timeline and Milestones:** Provide a project timeline with key milestones and deadlines. Include any dependencies or constraints that may impact schedule.

TIMELINE

Distribute RFP: September 24, 2024

RFP Response Deadline: October 15, 2024

Review Responses & Interviews: October 16-23, 2024

Recommendation to Village Board: November 4, 2024

INSTRUCTIONS FOR SUBMITTAL

- The proposal should be in PDF format and should be submitted electronically to Craig.Kuehne@nowarena.com by Tuesday, October 15 at 11:59pm.
- Questions concerning the RFP or the content of proposals should be directed to Craig Kuehne, Director of Marketing, by emailing Craig.Kuehne@nowarena.com.

TERMS AND CONDITIONS

The Village of Hoffman Estates and NOW Arena have the right to accept none of the proposals, reject or deny any proposal, and accept partial proposals.

INSURANCE

Any consulting firm under contract with the Village of Hoffman Estates must agree to meet the minimum insurance requirements. During the term of the agreement as negotiated, the vendor shall provide certificate of insurance as outlined above in addition to listing the Village of Hoffman Estates as additional insured.

SAMPLE CONTRACT

If Vendor has a sample contract with Vendor's proposed terms, please provide a copy of those terms with your response. If no sample contract is available, the Village will propose a contract during contract negotiations. Failure of parties to agree to contract terms required by the Village including but not

limited to insurance, indemnification, and liability shall result in a termination of any further contract negotiations without penalty to either party.

FREEDOM OF INFORMATION ACT

All information submitted to the Village in response to this RFP will be a public record and will be subject to disclosure, subject to applicable exemptions, under the Illinois Freedom of Information Act, 5 ILCS 140, et seq. ("Act"), after the award of the Agreement. Proposers are advised that Section 7(1)(g) of that Act exempts the following information from disclosure: Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested. Proposers that desire to have portions of their proposals considered for this exemption should identify those portions accordingly.



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”), dated as of October 31, 2024 (the “**Effective Date**”), is entered into by and between NOW Arena the “**Client**”) and [Carbonhouse LLC] DBA **CARBONHOUSE**, a Delaware Corporation (“**Carbonhouse**”).

WHEREAS, Carbonhouse designs, develops and hosts websites, including for clients that require the ability to market and support ticketing demands of live music and sports events globally.

WHEREAS, Client owns and/or operates NOW Arena where live sports and entertainment events take place and desires to engage Carbonhouse to provide such website design, development and hosting for <https://www.nowarena.com/> website (the “**Website**”), on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and for other good and valuable consideration, the parties agree as follows:

1. **Term.**

The term of this Agreement will start on October 31, 2024 (the “**Effective Date**”) and shall continue for 3 (3) years thereafter, i.e. until April 25, 2027, and shall be automatically extended for successive one-year periods (each, “**Renewal Year**”). After the initial three year term, either Party may terminate this Agreement for any purpose with at least sixty (60) day written notice.

2. **Definitions.** The following terms will have the defined meanings below:

(a) “**Authorized User**” means an employee of Client who has been authorized by the Client and assigned a unique username-password combination to access and use the Carbonhouse Platform.

(b) “**Carbonhouse Materials**” means any software programs, tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, data, databases, ideas, concepts, information, techniques or materials of any kind, including its proprietary content management system currently known as “**Showtime**,” that are the proprietary property of Carbonhouse or provided by third parties and licensed to Carbonhouse and any of the above used or developed by Carbonhouse or its personnel in connection with providing the Carbonhouse Platform and related services, including any and all Feedback (as defined in Section 4(a)(i) herein).

(c) “**Carbonhouse Platform**” means Carbonhouse Materials and related services, as used, improved, developed or updated by Carbonhouse from time to time.

(d) “**Client Content**” means the Client website(s) files and content, including all Client Images.

(e) “**Client Group**” means Client’s affiliates, subsidiaries and its related entities.

(f) “**Client Images**” means all creative, audiovisual, personal works and images, including any graphics, text, formats, characters, icons, information, data, sound recordings, and logos supplied by Client to Carbonhouse which are included in any work used in the Client website(s).

(g) “**Documentation**” means the user documentation for the Carbonhouse Platform that Carbonhouse makes generally available to users.

3. **Services.** Carbonhouse shall provide the following services to Client during the Term of the Agreement:

(a) **Website Design and Development Services.** Carbonhouse will design and develop Client’s Website(s), on a schedule as mutually agreed by the Parties. The design and development of Website(s) will involve the following phases:

i. Design Phase - Client will provide design recommendations via online form. Upon receipt, carbonhouse will provide design utilizing Carbonhouse Essentials. Carbonhouse will provide one design with two iterations for the client review. Client will select a single design. Any changes to design, client will be billed at a per hour basis for updates to the design.

ii. Development Phase - In the development phase, Carbonhouse will construct the Website(s) for the Client.

HTML production - Following the approval of the design layouts, Carbonhouse will proceed to the programming stage. The programming languages Carbonhouse will utilize may include, but shall not be limited to, HTML, CSS or Javascript in order to convert the layouts to fully functioning pages on the web.

Showtime CMS – Showtime CMS Content Management System (“CMS”) is a Carbonhouse exclusive content management system. As part of the development phase, Carbonhouse will implement Showtime CMS for the website(s) to be developed by Carbonhouse for Client. The CMS will allow Client’s staff to add, edit, and delete content within the Client Website(s). This will be accomplished through a password-protected, web-browser interface.

Testing - Quality and assurances are important to Carbonhouse. As such, Carbonhouse shall undertake an extensive testing checklist prior to launch of the Client website(s). The Client website(s) will be tested for web browser compatibility with the following current dominant web browsers:

- Microsoft Edge latest version
- Google Chrome latest version
- Safari iOS – latest version (iPhone Vertical and iPad Horizontal)
- Android Chrome – latest version
-

iii. Development Phase - In the development phase, Carbonhouse will construct the Website(s) for the Client.

HTML production - Following the approval of the design layouts, Carbonhouse will proceed to the programming stage. The programming languages Carbonhouse will utilize may include, but shall not be limited to, HTML, CSS or Javascript in order to convert the layouts to fully functioning pages on the web.

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Testing - Quality and assurances are important to Carbonhouse. As such, Carbonhouse shall undertake an extensive testing checklist prior to launch of the Client website(s). The Client website(s) will be tested for web browser compatibility with the following current dominant web browsers:

- Microsoft Edge latest version
- Firefox Version latest version
- Safari Version latest version
- Google Chrome latest version
- Safari iOS – latest version (iPhone Vertical and iPad Horizontal)
- Android Chrome – latest version

iv. Deployment – In the deployment phase, Carbonhouse will provide the following to Client:

Training - After Client has provided its acceptance of the Website(s), Carbonhouse will begin training of Client Group's (as defined herein) personnel to ensure that they are proficient in updating content on the Website(s).

Roll-out - Upon completion of training, Carbonhouse will move the files to a permanent secure hosting location in preparation for the Client website launch. Once this is accomplished, the Client website(s) is launched.

The Website(s) will include functionality outlined in the *Web Design & Development Proposal* dated September 24, 2024 and attached hereto as Exhibit B, including the following add-on items approved by Client: Option 1, Essentials, Flexible Tiles System, Large Event Calendar with Printable format, Interactive Visitors Guide, Event Page Alerts, Event Sponsor add on, EDP-ELP, Google Event Detail Page Schema Data and Breadcrumbs.

(b) Website Hosting Services. Carbonhouse shall provide storage space for Website(s) on a secure web server and provide telecommunications for unlimited GB of data transfer (for Client and its customers) per month for the storage, publication, display and management of the Client Content and Client website(s) on the internet, in accordance with the terms and conditions hereof. Continued use of the CMS by Client is included as part of the website hosting services. Carbonhouse will perform nightly incremental backup of files. Carbonhouse will follow its internal archival procedures for Client Data. In the event of any loss or corruption of Client Data, Carbonhouse will use commercially reasonable efforts to restore the lost or corrupted Client Data from the latest backup of such Client Data maintained by Carbonhouse.

(c) Website Support Services. Carbonhouse shall, at no additional charge to Client, provide Client unlimited training and technical support relating to the use of the Carbonhouse Platform for creating and maintaining the Website(s). This shall include answering questions about and offering advice on the specific use of the Carbonhouse Platform, but shall not include questions or advice relating to instructional design issues. Carbonhouse may provide minor or nominal update, maintenance and administrative services for no additional charge.

(i) At the Client's request, Carbonhouse shall provide more extensive update, maintenance and administrative services; fees for such services shall be at then current standard rate card. Requests for more extensive update, maintenance and administrative services, including the schedule and fees for such services, will be as mutually agreed.

(ii) When reported by the Client, Carbonhouse agrees to investigate defects in the Carbonhouse Platform and Website(s) that prevent its proper performance (the "Deficiencies") and to exercise its reasonable best efforts to complete the corrective action, if any, which Carbonhouse and the Client mutually agree to be reasonable and appropriate as soon as possible, including but not limited to temporary fixes, patches and corrective releases supplied to Carbonhouse's clients generally. All service requests will be provided and responded to consistent with those detailed in Section 15, herein.

4. Payment & Late Fees.

Client agrees to pay Carbonhouse the fees set forth in Exhibit A. Carbonhouse will issue Client an invoice at the end of each month during the License Period and, unless otherwise set forth in the Schedule, fees are payable and due within thirty (30) days after the date of invoice. All stated fees are exclusive of taxes or duties of any kind. Client will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Client's use of the Carbonhouse Platform, except for taxes based on Carbonhouse's net income. If Carbonhouse is required to collect any tax for which Client is responsible, Client agrees to pay such tax directly to Carbonhouse. .

5. Client's Responsibilities.

(a) Client Content. Client shall have sole control and ownership over the Client Content, including Client Images. Carbonhouse shall not modify or supplement any Client Content (other than modifications strictly necessary to upload the Client Content to the Website(s)) or the Website(s) that has been accepted by Client, except with Client's prior written consent. Carbonhouse shall also permit Client to electronically transmit or upload Client Content directly to the Website(s). Client shall have sole responsibility for all content in its web pages supplied by Client and for all information or data disseminated thereby. Client accepts final responsibility for the selection and use of all Client Images. Client hereby grants to Carbonhouse a non-exclusive, worldwide license to use, reproduce and transfer the Client Image solely in connection with the services and Client's use of the Carbonhouse Platform and Carbonhouse's provision of the Carbonhouse Platform to Client. Client represents and warrants to Carbonhouse that Client has all rights in the Client Image necessary and sufficient to transmit to, upload to, transfer to, process on, store in, or cause to interface with, Client's Account or the Carbonhouse Platform, and to grant the rights contemplated by this Agreement, including from any third party or person featured in the Client Image.

(b) Website Materials & Disclaimers. Client is responsible for all disclaimers on the Website(s), which may include (without limitation) copyright notices, trademark notices, content disclaimer and limitation of liability, statement of policy regarding permitted uses, instructions for contacting Client if additional use is sought, policies regarding collection and use of personal information, privacy policies, terms and conditions, and, if Client offers goods or services for sale, warranty disclaimers.

(c) Use of Carbonhouse Platform. Client shall be solely responsible for all claims, losses or damage caused by or arising from Client's use of the Carbonhouse Platform, including any output and/or results obtained from the use thereof and for conclusions drawn from such use.

(d) Data. Client owns all Client Data and consents to Carbonhouse's access, collection, transmission, storage, copying, processing, analysis and use of Client Data. Client is solely responsible for developing and implementing all necessary data policies, including those necessary to comply with all laws and regulations.

(e) Data Privacy, Accessibility and Other Laws. Client is solely responsible for ensuring it is compliant with all laws, rules, regulations, and otherwise meeting industry standards and best practices related to its business, including, without limitation, with respect to privacy, use of consumer data, and the protection of and accessibility for disabled consumers, including as it relates to access both in venue and to the Website(s) (for example, ensuring compliance with Web Content Accessibility Guidelines promoted by the World Wide Web Consortium/www.w3c.org).

6. Carbonhouse Responsibilities.

(a) Maintenance and Support. Except as otherwise agreed in writing by the Parties, the Website(s) shall be accessible to Internet users twenty-four (24) hours per day, seven (7) days per week, with the sole exception of scheduled maintenance periods, which shall last no longer than a total of one (1) cumulative hour per calendar month and shall be performed only upon Client's advance written approval which approval shall not be unreasonably withheld and which shall take place between the hours of 3 a.m. and 4 a.m. Eastern Standard Time. Carbonhouse will notify Client at least twenty-four (24) hours in advance of any such scheduled maintenance. Scheduled maintenance will not be deemed to be a failure to provide services in accordance with this Agreement.

(b) Response and Investigation. Carbonhouse shall respond to inquiries to investigate within 24 hours. Inquiries to Carbonhouse to investigate urgent issues will be responded to within two (2) hours. If reported Deficiencies result from: (i) malfunctions of Client equipment or software, (ii) improper Client operator procedure or misuse of the Carbonhouse Platform by Client, (iii) modifications or changes made to the Carbonhouse Platform without Carbonhouse's prior written approval, or (iv) Client developed features, then (a) the Carbonhouse shall not be deemed to be in breach of the Agreement and (b) Carbonhouse shall use commercially reasonable efforts to correct the Deficiencies as an additional service at the Client's expense at Carbonhouse's then-standard rates for such services.

(c) Insurance. During the Term of this Agreement, Carbonhouse shall maintain, at its expense, a policy or policies of insurance for industry standard coverages. All insurance policies shall be issued by an insurer rated by A.M. Best Co. as A-VIII or higher. Carbonhouse shall provide proof of such insurance to Client upon request and shall name Client as an additional insured for the Term hereof, when appropriate and necessary.

7. Client Assumption of Risk

Client acknowledges and agrees that, despite Carbonhouse's best efforts, circumstances beyond Carbonhouse's control may cause disruption in the Services provided by Carbonhouse. Client therefore acknowledges and agrees that Carbonhouse shall not be liable to the Client for the following:

(a) Third Party Disruption of Client Data. Any loss, destruction, alteration, unauthorized disclosure or corruption of Client Data caused by any third-party. CARBONHOUSE'S EFFORTS TO RESTORE LOST OR CORRUPTED CLIENT DATA PURSUANT TO THIS SECTION 7 SHALL CONSTITUTE CARBONHOUSE'S SOLE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CLIENT DATA.

(b) Force Majeure. Any harm, liability or damage caused by a Force Majeure condition (including, but not limited to, fire, accident, acts of God, severe weather conditions, power outages, telecommunications interruption, strikes or labor disputes, war or other violence, or any law, order, proclamation, regulation, ordinance, demand or requirement of a government agency).

8. Ownership & Use of Platform

(a) Ownership. Carbonhouse and its licensors reserve sole and exclusive ownership of the Carbonhouse Platform, and all copyrights, patents, trademarks, and other intellectual property rights therein. The parties acknowledge and agree that the Carbonhouse Platform does not include Client Content. Client may not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices appearing on the Carbonhouse Platform. If Client provides Carbonhouse with any suggestions, comments, or other feedback regarding the Carbonhouse Platform ("*Feedback*"), *Client acknowledges that such Feedback will become the exclusive property of Carbonhouse, and Carbonhouse may use (or not use) any such Feedback in any manner and for any purpose, without compensation to Client and without implying or creating any interest on Client's part in any of Carbonhouse's products or services that may be based on such Feedback.* Client hereby irrevocably assigns and agrees to assign to Carbonhouse all right, title, and interest in any Feedback Client provides.

(b) License. Subject to the terms and conditions of this Agreement, and solely for Client's and the Client Group's business purposes and not for resale or distribution to third parties, Carbonhouse grants the Client Group a limited, non-exclusive, non-transferable, revocable license during the License Period to access and use the Carbonhouse Platform via Carbonhouse's cloud-based services (subject to Client's having a valid Account as described in Section 11(b) below), solely to execute, publish, display, transmit, manage the Client website(s) on the World Wide, in accordance with the terms and conditions of this Agreement. Other than as provided herein, the Client shall have no other rights, whatsoever, with respect to its use of the Carbonhouse Platform. Therefore, without the express written permission of Carbonhouse, Client shall have no right to the use of or license in the Carbonhouse Platform upon replacement or redesign of the Client website(s) with the design, content, programming or website architecture developed, produced or created by anyone other than Carbonhouse or to the use of the Carbonhouse Platform for any purpose other than as expressly set forth in this Agreement. Under no circumstances may the Client duplicate, distribute or sell the Carbonhouse. Client shall not permit any third party other than the Client Group to use the Carbonhouse Platform or any part thereof, except as may be required for a third party to access, support, and use the Website(s). Client's rights in the Carbonhouse Platform will be limited to those expressly granted in this Agreement. Carbonhouse and its licensors reserve all rights and licenses in and to the Carbonhouse Platform not expressly granted to Client under this Agreement.

9. Compliance with Laws

Each Party will comply with all laws, rules, regulations, and industry standards and best practices (“Laws”) applicable to such Party and its business in any country in which they do business under this Agreement, including but not limited to such Laws as may relate to collection, use, or storage of data. By way of example and not limitation, Client shall be responsible to ensure its compliance with all Laws related to the protection of and accessibility for disabled consumers, including as it relates to access both to its venues and events and to the Website(s) (for example, ensuring compliance with Web Content Accessibility Guidelines promoted by the World Wide Web Consortium/www.w3c.org).

10. **Confidential Information.**

The parties agree that they will not disclose any Confidential Information to any unauthorized third party and will not use the other party’s Confidential Information for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement without the prior written consent of the other party. The parties further agree that Confidential Information shall remain the sole property of the other party and that they will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by their employees. No license shall be granted by one party to the other with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein. Upon the request of either party, the other party will promptly return all Confidential Information furnished hereunder and all copies thereof. “Confidential Information” shall include any program, licenses and all other information that would reasonably be considered confidential, whether or not marked as confidential, including but not limited to proprietary information relating to a party’s technology, finances, customer information, trade secrets, know-how, employees, customers, website visitors, organization, activities, policies, written reports, findings, conclusions, recommendations, or reporting data and analysis or products or other confidential information disclosed hereunder in writing, orally, or by drawing or other form. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure; (ii) is or become publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; or (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

11. **Trade Secrets: Acknowledgement and Protection.**

(a) **Acknowledgement.** Client acknowledges that the Carbonhouse Platform contains trade secrets of Carbonhouse and its licensors, and, in order to protect such trade secrets and other interests that Carbonhouse and its licensors may have in the Carbonhouse Platform, Client may not, and Client agrees not to, reverse engineer, decompile or disassemble the Carbonhouse Platform or any portion thereof, or otherwise attempt to create or derive the source code. In addition, Client may not, and Client agrees not to: (i) sell or sublicense the Carbonhouse Platform; (ii) modify the Carbonhouse Platform; (iii) distribute or copy the Carbonhouse Platform in whole or in part; (iv) use the Carbonhouse Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement or Carbonhouse’s applicable documentation; (v) access or use any areas of the Carbonhouse Platform for which Carbonhouse has not granted Client authorization, or tamper or interfere with Carbonhouse’s computer systems or the technical delivery systems of Carbonhouse’s providers; or (vi) encourage, authorize, or enable anyone to do any of the foregoing.

(b) **Account Protection.** In order to access and use the Carbonhouse Platform without making vulnerable the trade secrets contained therein, Client will need to register and create an account (“Account”). Client agrees to provide accurate, current and complete information about the Client Account, which includes all individual Authorized User Accounts. Carbonhouse reserves the right to suspend or terminate the Client Account or any individual Authorized User’s Account, if any information provided during the registration process or thereafter is or becomes inaccurate, false or misleading. Client is responsible for maintaining the confidentiality of Client’s passwords and Account, including all user names and passwords information assigned to its Authorized Users, and agrees to notify Carbonhouse if any of the passwords is lost, stolen, or disclosed to an unauthorized third-party, or otherwise may have been compromised. Client is responsible for all activities that occur under the Client Account, including the activities carried out by individual employees. Client acknowledges and agrees that Carbonhouse is not

required to monitor or police communications or data transmitted through the Carbonhouse Platform and that Carbonhouse shall not be responsible for the content of any such communications or transmissions. Client shall use the Carbonhouse Platform exclusively for authorized and legal purposes, consistent with all applicable laws, regulations and the rights of others. Client shall keep confidential and not disclose to any third-parties, and shall ensure that Authorized Users keep confidential and do not disclose to any third-parties, any user identifications, account numbers or account profiles.

12. **Termination.**

Either party may terminate this Agreement (i) if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of a written notice thereof or (ii) upon the other party's initiation of any proceeding under applicable bankruptcy or insolvency laws which is not dismissed within thirty (30) days and such party is unable to perform its obligations under this Agreement. Carbonhouse may suspend Client's Account (including individual Authorized User's Account) and Client's use of the Carbonhouse Platform as Carbonhouse deems appropriate to prevent, investigate, or otherwise address any suspected misuse of the Carbonhouse Platform or until any past due amounts have been paid. Upon either party's request, the other party shall return to the requesting party any data, records, or other materials belonging to the requesting Party, including without limitation, all Confidential Information. Upon any termination, the Carbonhouse Platform and the Client website(s) shall be promptly returned to Carbonhouse and any Client Content shall be promptly returned to Client in a commercially standard format. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Client of its obligation to pay all charges that have accrued prior to such termination for the services.

13. **Disclaimers.**

(a) The Carbonhouse Platform is provided "as is," exclusive of any warranty whatsoever. Carbonhouse makes no warranty that the Carbonhouse Platform will meet Client's requirements or be available on an uninterrupted, secure, or error-free basis.

(b) Carbonhouse expressly disclaims any warranties and conditions, express or implied, including but not limited to any implied warranties and conditions of merchantability, fitness for a particular purpose, and noninfringement, and any warranties and conditions arising out of course of dealing or usage of trade. No advice or information, whether oral or written, obtained concurrently from Carbonhouse or elsewhere will create any warranty or condition not expressly stated in this agreement.

14. **Indemnity.**

(a) Client. Client will indemnify, defend and hold harmless Carbonhouse and its officers, directors, employee and agents, from and against any third-party claims, disputes, demands, liabilities, damages, losses, and costs and expenses, arising out of or in any way connected with (i) Client's access to or use of the Carbonhouse Platform otherwise than in accordance with this Agreement, (ii) Client Images, (iii) Client Content, or (iv) the Client Data, provided that Carbonhouse: (a) promptly notifies Client in writing of the claim; (b) grants Client sole control of the defense and settlement of the claim; and (c) provides Client, at Client's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

(b) Carbonhouse. Carbonhouse will indemnify, defend and hold harmless Client and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and professional fees, to the extent that it is based upon a third-party claim that the Carbonhouse Platform, as provided by under this Agreement and used within the scope of this Agreement, infringes or misappropriates any intellectual property right in any jurisdiction, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Client, provided that Client: (i) promptly notifies Carbonhouse in writing of the claim; (ii) grants Carbonhouse sole control of the defense and settlement of the claim; and (iii) provides Carbonhouse, at Carbonhouse's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. If use of any of the Carbonhouse Materials and/or Carbonhouse Platform is, or in Carbonhouse's reasonable opinion is likely to be, the subject of a claim specified this section, then Carbonhouse may, at its sole option and expense: (a) procure

for Client the right to continue using the Carbonhouse Materials and/or Carbonhouse Platform; (b) replace or modify the Carbonhouse Materials and/or Carbonhouse Platform so that it is non-infringing while maintaining substantially equivalent in function to the original Carbonhouse Materials and/or Carbonhouse Platform; or (c) if options (a) and (b) above cannot be accomplished despite Carbonhouse's reasonable efforts, then Carbonhouse or Client may terminate this Agreement and Carbonhouse will provide pro rata refund of unused/unapplied fees paid in advance for any applicable subscription term.

(c) The provisions of this Section 14 set forth Carbonhouse's sole and exclusive obligations, and Client's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights of any kind.

15. **Limitation of Liability.**

Except for liability arising from a breach of Section 9 or from indemnification obligations under Section 14, either party's total liability to the other from all causes of action and under all theories of liability will be limited to an amount equal to the amounts paid to Carbonhouse by Client for the Platform in the 12 months immediately preceding the events giving rise to the liability or, in the case of Client's liability only, to an amount equal to such amounts plus all outstanding amounts then owed by Client under this Agreement.

Neither party will be liable to the other for any incidental, special, consequential or punitive damages, or for costs of substitute goods or services, or for loss of profits, data, use, goodwill, or other intangible losses, arising in any way out of this Agreement or resulting from Client's access to, use of, or inability to access or use the Carbonhouse Platform, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not the party has been informed of the possibility of such damage, and even if an exclusive remedy set forth herein is found to have failed of its essential purpose.

16. **Miscellaneous.**

(a) **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other. . Subject to the foregoing, this Agreement will bind and benefit the Parties and their respective successors and assigns.

(b) **No Election of Remedies.** Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

(c) **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

(d) **Survivability.** Rights and obligations under this Agreement which by their nature should survive (including, without limitation, obligations of confidentiality, privacy and data protection, warranties and indemnification) will remain in effect after termination or expiration of this Agreement. No termination of this Agreement will relieve the applicable party from liability arising from breach of this Agreement on or prior to the termination date.

(e) **Notices.** All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) twenty-four (24) hours after having been sent via electronic mail to the identified contact person. All such notices will be sent to the addresses set forth below or to such other address as may be specified by either Party to the other Party in accordance with this Section.

If notice to carbonhouse, llc:

Carbonhouse LLC
5727 Westpark Drive, Suite 108
Charlotte, NC 28217
Attn: Brandon Lucas

If notice to [Client]:

NOW Arena
5333 Prairie Stone Pkwy
Hoffman Estates, IL 60192
Attn: Ben Gibbs

(f) Dispute Resolution. This Agreement and any action related thereto will be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. Client and Carbonhouse irrevocably consent to the jurisdiction of, and venue in, the state or federal courts located in the State of Illinois for any disputes arising under this Agreement.

(g) Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of each Party.

(h) Entire Agreement. This Agreement constitutes the complete and exclusive agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Carbonhouse, LLC

NOW Arena

By: 

By: _____

Name: Brandon Lucas

Name: Ben Gibbs

Title: President

Title: General Manager

EXHIBIT A

Carbonhouse Fees

Website Design and Development Fees.

Total website design and development fee:	\$35,000
Payment date:	Payment amount:
Project kick off:	50% of the total fee in the amount of \$17,500
Design approval:	25% of the total fee in the amount of \$8,750
Website launch:	25% of the total fee in the amount of \$8,750

Website Hosting Fee (per website hosted by the Platform)

Unlimited hosting, license and support services	\$750 per month, beginning two weeks from soft launch or live launch. Whichever sooner.
Extensive update, maintenance or administrative services	Current rate card rate which is currently \$250.00/hr.
Deficiency services	Current rate card rate which is currently \$250.00/hr.

New Features and Functionality Fee

New features and functionality	Current rate card rate which is currently \$250.00/hr.
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All Website Hosting Fees and New Feature and Functionality Fees shall increase by 5% during each Renewal Year, unless otherwise agreed to in writing by the parties.

EXHIBIT B

[Web Design and Development Proposal]



AGENDA ITEM REPORT

Village Board of Trustees
November 18, 2024
ITEM 5D

REQUEST: Approval of construction engineering services agreement with Civiltech Engineering, Inc, for the Hassell Road STP Resurfacing Project in an amount not to exceed \$136,582.

FROM: Oscar Gomez, Civil Engineer II

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

The project is located along Hassell Road between Fairway Court to Rosedale Lane. The improvements consist of pavement resurfacing, curb and gutter repairs, and sidewalk modifications to meet ADA requirements.

Phase II engineering is ongoing, and the project is currently scheduled for a construction letting in March 2025 with construction expected to occur between June and August 2025.

In September 2024, a request for Qualifications (RFQ) was released by the Village for construction engineering services. In response to the RFQ, 7 proposals were received. Due to the estimated cost of these services and the use of federal funding, the Qualified Based Selection (QBS) process was utilized. As required by QBS, the proposals were evaluated based on their project approach and understanding of the work items, personnel assigned to the required tasks, similar experience on other projects, project schedule, and work load of the firms. Upon review, staff determined that Civiltech provided the best quality proposal. The specific scope of services, staffing plan, estimated hours, salary, and direct costs were then negotiated with Civiltech in order to align with Village staff estimates, per QBS policy procedures.

The estimated cost of the construction engineering services from Civiltech is not to exceed \$136,582. A copy of the proposed scope of services is attached. As federal funds are to be used for construction engineering services, IDOT approval of construction engineering services is required.

Construction will not occur until 2025 as the project is scheduled to be let by IDOT in March 2025. In order to maintain project schedule, it is necessary to submit draft engineering services agreements to IDOT by November 25, 2024.

FINANCIAL IMPACT

The project (construction and construction engineering) is eligible for 75% federal funding up to a maximum reimbursable amount of \$726,000.

No funds will be expended in 2024 as all work is scheduled to be completed in 2025.

The 2025 budget identifies funding for this project. Full project costs will be known after the bidding of the construction phase in spring 2025.

RECOMMENDATION

Approve construction engineering services agreement with Civiltech Engineering, Inc, for the Hassell Road STP Resurfacing Project in an amount not to exceed \$136,582.

ATTACHMENTS

1. Hassell Road Resurfacing Construction Engineering Agreement - Civiltech



Local Public Agency Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No	Agreement For Federal CE	Agreement Type Original	Number
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LOCAL PUBLIC AGENCY

Local Public Agency Hoffman Estates	County Cook	Section Number 22-00112-00-RS	Job Number C-91-192-24
Project Number UR81(697)	Contact Name Alan Wenderski, P.E.	Phone Number (847) 252-5802	Email alan.wenderski@hoffmanestates.org

SECTION PROVISIONS

Local Street/Road Name Hassell Road	Key Route FAU 1100	Length 0.789	Structure Number N / A
Location Termini Fairway Court to Rosedale Lane			Add Location Remove Location

Project Description

The work consists of pavement patching and resurfacing with HMA surface and polymerized level binder courses, ADA ramp construction, sidewalk removal and replacement, concrete driveway removal and replacement, pavement markings, signing, and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

Engineering Funding	☒ Federal	☒ MFT/TBP	☐ State	☐ Other	
Anticipated Construction Funding	☒ Federal	☒ MFT/TBP	☐ State	☐ Other	

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name Civiltech Engineering, Inc.	Contact Name James D. Ewers, PE	Phone Number (630) 735-3383	Email jewers@civiltechinc.com
Address Two Pierce Pl, Suite 1400	City Itasca	State IL	Zip Code 60143

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

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

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

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☒ Sub-consultant's Cost Estimate of Consultant Services
- ☒ BC 775
- ☒ BC 776

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

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

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	\$126,082.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$10,500.00
Subconsultant Total		\$10,500.00
Prime Consultant Total		\$126,082.00
Total for all work		\$136,582.00

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
Village

 of

Local Public Agency
Hoffman Estates

By (Signature & Date)

By (Signature & Date)

Local Public Agency
Hoffman Estates

Local Public Agency Type
Village

 Clerk

Title
Village President

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Civiltech Engineering, Inc.

By (Signature & Date)

By (Signature & Date)

Title
Vice President

Title
President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Hoffman Estates	Civiltech Engineering, Inc.	Cook	22-00112-00-RS

EXHIBIT A
SCOPE OF SERVICES

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

See attached Exhibit A

Exhibit A

Hassell Road Resurfacing

Village of Hoffman Estates

Route: FAU Route 1100 (Hassell Rd.)
Local Agency: Village of Hoffman Estates
Section No.: 22-00112-00-RS
Proj. No.: UR81(697)
Job No.: C-91-192-24
County: Cook
Contract No.: 61L23

SCOPE OF SERVICES

Civiltech will provide the following Scope of Services in conformance with the Illinois Department of Transportation's Standard Construction Engineering Agreement.

- Provide contract management including but not limited to contractor communications, utility coordination, and preparation / processing of pay requests and change orders.
- Act as resident construction supervisor and coordinate with the Village of Hoffman Estates and IDOT.
- Provide construction inspection service to ensure that the project is being constructed according to specifications.
- Provide material testing for the project to ensure compliance with the contract specifications in accordance with the STATE BMPR "Project Procedures Guide" and the STATE BMPR "Manual of Test Procedures for Materials". STATE BMPR Inspection reports can include:
 - o Concrete
 - o Hot-Mix Asphalt
 - o Soils
 - o Aggregates
- Provide Quality Assurance services required by IDOT. Personnel shall have completed the appropriate STATE BMPR QC/QA trained technician classes.
- Provide verification of construction layout (to be completed by the contractor).
- Prepare daily and weekly work reports per IDOT Standards.
- Keep construction documentation per IDOT requirements.
- Provide measurement and computation of pay items.
- Inspect and document the adequacy of the establishment and maintenance of the traffic control.
- Complete all necessary shop drawing reviews.
- Provide plan revisions to reflect as built conditions.
- Close-out project records per the IDOT policies and procedures.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Hoffman Estates	Civiltech Engineering, Inc.	Cook	22-00112-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

See attached Exhibit B

Anticipated Contractor's Schedule

[illegible]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Hoffman Estates	Civiltech Engineering, Inc.	Cook	22-00112-00-RS

Exhibit C
Qualification Based Selection (QBS) Checklist

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

☐ Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal **10/08/24**

Method(s) used for advertisement and dates of advertisement

Posted on the Village's website on 09/24/2024.

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Project Understanding	25%
Technical Approach	25%
Firm Experience / Past Performance	20%
Staff Capabilities	20%
Specialized experience - Federal aid construction projects	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
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Selection committee (titles) for this project

Director of Engineering, Civil Engineer II, Interim Engineer

Top three consultants ranked for this project in order	
1	Civiltech Engineering, Inc.
2	BLA, Inc.
3	Chastain & Associates, LLC

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Hoffman Estates	Civiltech Engineering, Inc.	Cook	22-00112-00-RS
16	LPA is a home rule community (Exempt from QBS).		☒ ☐



Local Public Agency	County	Section Number
Hoffman Estates	Cook	22-00112-00-RS
Prime Consultant (Firm) Name	Prepared By	Date
Civiltech Engineering, Inc.	James D. Ewers, P.E.	10/22/2024
Consultant / Subconsultant Name	Job Number	
Civiltech Engineering, Inc.	C-91-192-24	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	5	MONTHS	OVERHEAD RATE	126.61%
START DATE	5/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2025		% OF RAISE	2.00%
END DATE	9/30/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2025	4/1/2025	-1	-20.00%
1	4/2/2025	10/1/2025	6	122.40%

Hoffman Estates

Cook

22-00112-00-RS

Civiltech Engineering, Inc.

C-91-192-24

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.40%

[illegible]

Local Public Agency

Hoffman Estates

County

Cook

Section Number

22-00112-00-RS

Consultant / Subconsultant Name

Civiltech Engineering, Inc.

Job Number

C-91-192-24

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	65	\$65.00	\$4,225.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	54	\$2.58	\$139.32
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost	10	\$10.00	\$100.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$4,464.32

Hoffman Estates

Cook

22-00112-00-RS

Civiltech Engineering, Inc.

C-91-192-24

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

105,898

COST EST

Hoffman Estates

Civiltech Engineering, Inc.

Cook

22-00112-00-RS

C-91-192-24

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Construction Documentation			Project Closeout			Management & Administration					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Res. Engr. V	64.91	646.0	83.90%	54.46	492	82.55%	53.58	122	93.85%	60.92	32	86.49%	56.14						
Res. Engr. III	46.85	0.0																	
Field Technician I	32.00	80.0	10.39%	3.32	76	12.75%	4.08	4	3.08%	0.98									
Chief Layout Specialist	44.54	36.0	4.68%	2.08	28	4.70%	2.09	4	3.08%	1.37	4	10.81%	4.82						
Structural Engr. IV	49.66	0.0																	
Senior Proj Mngr (QA Rep)	79.36	8.0	1.04%	0.82							1	2.70%	2.14	7	100.00%	79.36			
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TOTALS		770.0	100%	\$60.69	596.0	100.00%	\$59.76	130.0	100%	\$63.27	37.0	100%	\$63.10	7.0	100%	\$79.36	0.0	0%	\$0.00



AGENDA ITEM REPORT

Village Board of Trustees
November 18, 2024
ITEM 5E

REQUEST: Approval of an Ordinance for a Joint Funding Agreement with IDOT and local funding appropriation for the Hassell Road STP Resurfacing Project.

FROM: Oscar Gomez, Civil Engineer II
Alan Wenderski, Director of Engineering

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

The project is located on Hassell Road between Fairway Court and Rosedale Lane (E) with the scope including pavement resurfacing with sidewalk and curb & gutter repairs.

The Village has received federal STP-L funding for a portion of the construction and construction engineering costs up to \$726,000. Village approval of the IDOT funding agreement with a local funding ordinance is required prior to the project letting.

Phase II engineering is ongoing with the project currently scheduled for a construction letting in March 2025 with construction expected to occur between June and August 2025.

The IDOT Joint Funding Agreement for Construction Work is attached. The agreement specifies the cost-sharing terms. For construction costs, IDOT will pay contractor invoices and send the Village invoices for the required local share as the construction progresses. For construction engineering costs, the Village is required to pay for all costs upfront and request reimbursement from IDOT. A local funding ordinance is required as part of the IDOT agreement.

FINANCIAL IMPACT

The estimated local share of \$1,012,740 is identified in the agreement and ordinance. STP funding will be provided for 75% of construction and construction engineering costs up to \$726,000. Actual local share costs will be identified after project bidding and completion in 2025.

There is the potential to request additional STP funding, if needed. Approval of the request is dependent on funding availability for area projects.

RECOMMENDATION

Approve an Ordinance appropriating funds for the Village share of the Hassell Road STP Resurfacing Project.

ATTACHMENTS

1. IDOT Joint Funding Agreement - Hassell
2. Hassell STP Funding Ordinance



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Hoffman Estates	Cook	22-00112-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	03-22-0044

Construction

State Job Number	Project Number
C-91-192-24	UR81(697)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Hassell Road	FAU 1100	0.79	1.38	2.17

Location Termini
Fairway Court to Rosedale Lane

Current Jurisdiction	Existing Structure Number(s)	
Local		<button>Remove</button>

PROJECT DESCRIPTION

The work consists of pavement patching and resurfacing with HMA surface and binder course, ADA ramp construction, sidewalk construction, drainage structure replacement and adjustment, pavement markings, signing, and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hoffman Estates	22-00112-00-RS	C9119224	UR81(697)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hoffman Estates	22-00112-00-RS	C9119224	UR81(697)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hoffman Estates	22-00112-00-RS	C9119224	UR81(697)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hoffman Estates	22-00112-00-RS	C9119224	UR81(697)

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hoffman Estates	22-00112-00-RS	C9119224	UR81(697)

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hoffman Estates	22-00112-00-RS	C9119224	UR81(697)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

The above signature certifies the agency's TIN number is

362434131 conducting business as a Governmental Entity.

DUNS Number 074439308

UEI NNFKXVE96W35

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Hoffman Estates	Cook	22-00112-00-RS	C-91-192-24	UR81(697)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$660,000.00	*				Local	\$942,158.00	BAL	\$1,602,158.00
Construction Engineering	STU	\$66,000.00	*				Local	\$70,582.00	BAL	\$136,582.00
Total		\$726,000.00		Total			Total		\$1,012,740.00	\$1,738,740.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) Participation 75% NTE \$726,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Hoffman Estates	22-00112-00-RS	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	0
Financial Controls	0
Audits	0
Total	0

District Review Signature & Date

Central Office Review Signature & Date

Additional Requirements? ☐ Yes ☐ No

Local Public Agency	Section Number	State Job Number	Project Number
Village of Hoffman Estates	22-00112-00-RS	C9119224	UR81(697)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Hoffman Estates expend more than \$750,000 in federal funds in aggregate from all federal sources?
LPA

☒ Yes ☐ No

2. Does the Village of Hoffman Estates anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Hoffman Estates fiscal year?
LPA

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Hoffman Estates performed a single audit for their previous fiscal year?
LPA

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☒ Yes ☐ No

b. For the current fiscal year, does the Village of Hoffman Estates intend to comply with Subpart F of 2 CFR 200?
LPA

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
		Village of Hoffman Estates

Signature & Date

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE FOR A JOINT FUNDING AGREEMENT AND
APPROPRIATION OF FUNDS FOR IMPROVEMENTS
ALONG HASSELL ROAD
BETWEEN FAIRWAY COURT AND ROSEDALE LANE

WHEREAS, the Village of Hoffman Estates has entered into a Joint Funding Agreement with the State of Illinois for the improvement of Hassell Road from Fairway Court to Rosedale Lane that is approximately 0.79 miles with federal Surface Transportation Program funds for resurfacing.

WHEREAS, in compliance with the Joint Funding Agreement, it is necessary for the Village to appropriate sufficient funds to pay its share of the costs of said improvements; and

WHEREAS, the estimated total construction and construction engineering costs for the project designated as MFT Section Number 22-00112-00-RS is estimated to be One Million Seven Hundred Thirty-Eight Thousand Seven Hundred Forty Dollars (\$1,738,740) with the local share estimated at One Million Twelve Thousand Seven Hundred Forty Dollars (\$1,012,740).

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook County, Illinois, as follows:

Section 1: That there be appropriated the sum One Million Twelve Thousand Seven Hundred Forty Dollars (\$1,012,740) or as much thereof as may be necessary, from any money now or hereinafter allotted to the Village to pay its share of the costs of these improvements as provided in the Agreement.

Section 2: The Village agrees to pass a supplemental ordinance to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

Section 3: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 4: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2024

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Trustee Patrick Kinnane	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2024

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2024.



AGENDA ITEM REPORT

Village Board of Trustees
November 18, 2024
ITEM 5F

REQUEST: Approval of an Ordinance amending the Village of Hoffman Estates Health Reimbursement Arrangement (HRA) with Bencor/MidAmerica.

FROM: Patrick Seger, Human Resources Management Director

ITEM TYPE: Ordinance - Village Board

REQUEST SUMMARY

The Village implemented a Health Reimbursement Account (HRA), by adopting an ordinance and related documents on October 16, 2023, for Village non-union employees participating in the new Blue Choice Options (BCO) health insurance plan effective January 1, 2024.

Employees who are participating in the BCO plan receive a Village contribution to the account to assist employees in paying for out-of-pocket health care expenses during the benefit year as well as in retirement. Contributions are tax-free and are only to be used for eligible medical expenses as described under section 115 of the Internal Revenue Code. The Village utilizes Bencor/MidAmerica for the administration of the HRA plan, and as Trustee, includes coordinated investment management and administrative services.

Currently, the Village Human Resources Management Department administers a section 105 health reimbursement plan for sworn non-union and P. W. non-union employees eligible for the sick leave incentive benefit that was provided to them as union employees.

BenCor/MidAmerica provides the third-party service that performs health care reimbursements for those eligible employees similarly to the HRA program that was implemented January 1, 2024. The request before the Board is to expand the current HRA to include the sick leave incentive benefit for those select positions promoted outside the union and thereby having BenCor/MidAmerica administer those future claims.

Currently, non-union employees are paid out unused vacation time upon separation. The value of that vacation time upon separation is taxed per IRS regulation, which reduces the value by approximately 25% depending on tax status. Through survey information, non-union employees are interested in a HRA benefit that would contribute their payout into an HRA tax-free that would be used to pay for health insurance expenses in the future. A similar benefit is provided for fire union employees. In addition to the previous request, it is requested to expand the current HRA program administered by BenCor/MidAmerica for non-union employees by adding unused vacation time upon separation to be contributed into an HRA account.

Finally, as a result of the collective bargaining process, the Fire Union and the Village agreed to eliminate the PPO plan offerings currently in place for their members (PPO Plans 1,2 and 3) and participate in the new Blue Choice Options (BCO) plan and HRA program. The program concept is similar to what was recently provided to non-union employees effective January 1, 2024, and the contributions to the employees' HRA will be determined by the premium savings from the current PPO plans to the new BCO plan. The request before the Board is to expand the current HRA program to include the Fire Union employees that participate in the BCO plan.

As the cost of health insurance continues to increase, evaluating creative options to manage those increases by new plan designs such as the BCO plan as well as implementing and expanding the HRA benefit provides a unique opportunity for Village employees to pay for those health expenses now and into the future.

FINANCIAL IMPACT

There is no new expense to the Village for the HRA contributions in conjunction with the health insurance change to the BCO plan as the total cost of this program, including the monthly fee per active employee, is off-set by the premium savings. There is no new expense to the Village for the upon separation benefits (vacation and sick leave) as any and all contributions made by the Village on behalf of the employee is employee compensation and is paid out or deposited into the current section 105 program.

RECOMMENDATION

Amend the current HRA plan that would add Fire Union employees to the HRA benefit program that are enrolled in the Blue Choice Option (BCO) health insurance plan, expand the current HRA benefit for non-union employees to include vacation payout to be contributed to the HRA upon employee separation of service, and add the sick leave incentive benefit into the HRA administered by BenCor/MidAmerica, for those non-union management employees promoted out of the Union (Police, Fire and PW). Recommend Village Board approval.

ATTACHMENTS

1. Ordinance - HRA Update 10-2024 (002)
2. Village of Hoffman Estates_IHRA_Active_Plan Amendment_2024
3. Village of Hoffman Estates_rHRA_Retiree_Plan Amendment_2024

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AUTHORIZING THE VILLAGE OF HOFFMAN ESTATES
TO AMEND AND RESTATE THE TRUST-BASED HEALTH REIMBURSEMENT
ARRANGEMENT (HRA) AND SUPPORTING PLAN DOCUMENTS**

WHEREAS, the Village of Hoffman Estates is a Municipal Corporation, organized as a municipality; and

WHEREAS, On October 16, 2023 the Village of Hofman Estates adopted a trust-based health reimbursement arrangement plan (the "Plan") with Bencor/MidAmerica for the use of jurisdictions and offers the Plan for adoption by governmental employers for the benefit of their respective employees and beneficiaries; and

WHEREAS, in connection with the adoption of the Plan by the Village of Hoffman Estates, BenCor/MidAmerica has drafted adoption agreement documents that sets forth the terms and conditions of the Plan (including, but not limited to, those employees of the Village of Hoffman Estates who are or who will be eligible to participate), and a corresponding section 115 employee Benefit Trust Adoption Agreement with Bencor/MidAmerica as Trust Administrator and Application and acceptance contract with American Unity Life Insurance as Custodian of the Trust assets (the "Trust Adoption Agreement"); and

WHEREAS, the Village of Hoffman Estates is empowered by the laws, rules and regulations of State of Illinois to take on its behalf the actions contemplated by this Ordinance; and

WHEREAS, the Village of Hoffman Estates empowers the Village Manager to modify the Plan as needed to incorporate new groups joining the Plan.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook County, Illinois, as follows:

Section 1: The Village of Hoffman Estates hereby approves the amended Adoption Agreements for Active Employees and Retirees (Attached as Exhibit A), and any other related documents, as such documents may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate.

Section 2: The Village of Hoffman Estates hereby authorizes the Village Manager to execute the Adoption Agreements, including without limitation, any resolutions or amendments that may be necessary or that may be requested by the Village Manager from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate.

Section 3: The Village of Hoffman Estates hereby authorizes and directs the Village Manager or his/her designee to be the coordinator for the Plan; shall receive necessary reports, notices, etc. from Bencor/MidAmerica, and may assign administrative duties to carry out the Plan to the appropriate departments, and is authorized to execute all necessary agreements incidental to the administration of the Plan

Section 4: The Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 5: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2024

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Trustee Patrick Kinnane	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2024

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2024.

**RESOLUTION TO AMEND AND RESTATE
THE MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS
HEALTH REIMBURSEMENT ARRANGEMENT**

WHEREAS, Village of Hoffman Estates
(the “Employer”) has established and adopted the MidAmerica Administrative & Retirement Solutions Health Reimbursement Arrangement (the “Plan”) for the benefit of its eligible employees and their dependents;

WHEREAS, the section of the Plan entitled “Plan Amendments” reserves the right of the Employer to amend the Plan, at any time and in whole or in part, so long as participants are notified and any amendment does not adversely affect the rights of existing participants, and to make changes imposed by the Internal Revenue Service, without notice to participants;

WHEREAS, the Employer wishes to amend and restate the Plan; and

WHEREAS, a copy of the amended and restated Plan document has been attached;

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended and restated by adopting all of the terms of the amended and restated Plan document attached, effective on January 1, 2025.

This Resolution has been executed this _____ day of _____, 20

Signature

Eric Palm, Village Manager

Name and Title

Village of Hoffman Estates

Employer

Health Reimbursement Arrangement for Active Employees

ADOPTION AGREEMENT

for

Village of Hoffman Estates

Employer Address: 1900 Hassell Road
Hoffman Estates IL 60169

Employer Telephone Number: 847-781-2690

Employer Identification Number: 36-2434131

◆ ◆ ◆ ◆ ◆

The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement for Integrated Employees (hereinafter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

Effective Date. The Plan's Original Effective Date is January 1, 2024. The Plan's Restated Effective Date is January 1, 2025. The Plan is available to Employees of the Employer effective January 1, 2024.

Plan Year. The Plan Year ends on December 31.

Eligible Classes. The class or classes of Employees covered by this Plan are: *(See attached Class Specifications.)*

Class ActA: Employees enrolled in group health coverage: Single plan	Class ActB: Employees enrolled in group health coverage: Single +1 plan
Class ActC: Employees enrolled in group health coverage: Family	Class ActD: Fire Union employees enrolled in group health coverage: Single plan
Class ActE: Fire Union employees enrolled in group health coverage: Single +1	Class ActF: Fire Union employees enrolled in group health coverage: Family

Designation of Plan Administrator. The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

Designation of Individuals to Have Access to Protected Health Information ("PHI"). The following Employees, classes of Employees, or other persons shall be given access to the PHI to be disclosed:

Business Office Personnel HR Department Personnel _____

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this _____ day of _____, 20____.

Name of Employer: Village of Hoffman Estates

Signature: _____

Print Name: Eric Palm

Title: Village Manager

Employer CONTACT (print): Sharon Hellstrom

Title: Payroll Coordinator

E-Mail: Sharon.hellstrom@vohe.org

Telephone: 847-843-4808 Ext. _____

Fax: 847-781-2699

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Employer Representations

- Employees are not permitted to make any election or choice between cash, the HRA, and/or any other tax deferred program.
- The allocation to the HRA will be expressed in a percent of compensation or dollar amount.
- The Employer has discretion in determining classes of Employees eligible to participate in the HRA. Once determined, Employees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Employees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Employees only.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.
- The Employer acknowledges that every Participant must be enrolled in a group health plan, as described in the Declaration of Coverage Under Another Group Health Plan Form, and it is the Employer's responsibility to ensure that all Participants complete and sign the Form.

Effective Date January 1, 2024 **Employer Initials** _____

Eligible Class ActA: Employees enrolled in group health coverage: Single plan**Defined as:** Non-Union employees enrolled in Single coverage with the Village of Hoffman Estates group insurance plan.**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:☒ Active**Contribution Types** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:☒ Dollar Amount☐ Percentage of Compensation**Contribution Frequency**☐ One Time☐ Annually☐ Quarterly☒ Semi-Annually☐ Monthly☐ Other _____**Vesting Schedule** Participants shall own their account balance in accordance with the following vesting schedule:☒ 100% Immediate☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement☐ 100% upon Separation of Service☐ Other _____☐ 100% upon death (can be selected in addition to "other" above)**Forfeitures** Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:☒ Reduce future Employer contributions☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year**Run-off Times** Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.**Reimbursements** Reimbursements shall be for:☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code☐ Limited Purpose _____☐ Post Deductible☐ Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)**HRA/FSA Ordering**☒ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.**Administration Fees:** Administrative Fees are paid by the Employer for active employees. Platform Fees are paid by the Employer. \$3 per participant per month, or \$75 monthly minimum**Manual Claim Fees:** A reimbursement processing fee of \$5.00 for each hard copy claim form submitted will be paid by the Participant.**Reimbursement Eligibility:** A Participant shall be eligible for reimbursement of medical expenses at the time selected below.☒ Immediate☐ Upon becoming 100% vested**Investment Selection** **Investment Provider:** American United Life Insurance Company**Type of Investment:** ☒ Fixed annuity only☐ Variable annuities – Default _____ Forfeiture Default _____☐ Employer directed☐ Participant directed; restrictions are:☐ None☐ 100% vested☐ At Retirement☐ Account balance in excess of \$ _____☐ Other _____☐ Funds limited (see attachment)**Effective Date** January 1, 2024**Employer Initials** _____

Eligible Class ActB: Employees enrolled in group health coverage: Single +1 plan**Defined as:** Non-Union employees enrolled in Single +1 coverage with the Village of Hoffman Estates group insurance plan.**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:☒ Active**Contribution Types** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:☒ Dollar Amount☐ Percentage of Compensation**Contribution Frequency**☐ One Time☐ Annually☐ Quarterly☒ Semi-Annually☐ Monthly☐ Other _____**Vesting Schedule** Participants shall own their account balance in accordance with the following vesting schedule:☒ 100% Immediate☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement☐ 100% upon Separation of Service☐ Other _____☐ 100% upon death (can be selected in addition to "other" above)**Forfeitures** Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:☒ Reduce future Employer contributions☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year**Run-off Times** Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.**Reimbursements** Reimbursements shall be for:☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code☐ Limited Purpose _____☐ Post Deductible☐ Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)**HRA/FSA Ordering**☒ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.**Administration Fees:** Administrative Fees are paid by the Employer for active employees. Platform Fees are paid by the Employer.

\$3 per participant per month, or \$75 monthly minimum

Manual Claim Fees: A reimbursement processing fee of \$5.00 for each hard copy claim form submitted will be paid by the Participant.**Reimbursement Eligibility:** A Participant shall be eligible for reimbursement of medical expenses at the time selected below.☒ Immediate☐ Upon becoming 100% vested**Investment Selection****Investment Provider:** American United Life Insurance Company**Type of Investment:** ☒ Fixed annuity only☐ Variable annuities – Default _____ Forfeiture Default _____☐ Employer directed☐ Participant directed; restrictions are:☐ None☐ 100% vested☐ At Retirement☐ Account balance in excess of \$ _____☐ Other _____☐ Funds limited (see attachment)**Effective Date** January 1, 2024**Employer Initials** _____

Eligible Class ActC: Employees enrolled in group health coverage: Family

Defined as: Non-Union employees enrolled in Family coverage with the Village of Hoffman Estates group insurance plan.

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

☒ Active

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

☒ Dollar Amount

☐ Percentage of Compensation

Contribution Frequency

☐ One Time

☐ Annually

☐ Quarterly

☒ Semi-Annually

☐ Monthly

☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

☒ 100% Immediate

☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement

☐ 100% upon Separation of Service

☐ Other _____

☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

☒ Reduce future Employer contributions

☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code

☐ Limited Purpose _____

☐ Post Deductible

☐ Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)

HRA/FSA Ordering

☒ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.

☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.

☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for active employees. Platform fees are paid by the Employer.

\$3 per participant per month, or \$75 monthly minimum

Manual Claim Fees: A reimbursement processing fee of \$5.00 for each hard copy claim form submitted will be paid by the Participant.

Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

☒ Immediate

☐ Upon becoming 100% vested

Investment Selection **Investment Provider:** American United Life Insurance Company

Type of Investment: ☒ Fixed annuity only

☐ Variable annuities – Default _____ Forfeiture Default _____

☐ Employer directed

☐ Participant directed; restrictions are:

☐ None

☐ 100% vested

☐ At Retirement

☐ Account balance in excess of \$ _____

☐ Other _____

☐ Funds limited (see attachment)

Effective Date January 1, 2024

Employer Initials _____

Eligible Class ActD: Fire Union employees enrolled in group health coverage: Single plan

Defined as: Fire Union employees enrolled in Single coverage with the Village of Hoffman Estates group insurance plan.

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

☒ Active

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

☒ Dollar Amount

☐ Percentage of Compensation

Contribution Frequency

☐ One Time

☐ Annually

☐ Quarterly

☒ Semi-Annually

☐ Monthly

☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

☒ 100% Immediate

☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement

☐ 100% upon Separation of Service

☐ Other _____

☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

☒ Reduce future Employer contributions

☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code

☐ Limited Purpose _____

☐ Post Deductible

☐ Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)

HRA/FSA Ordering

☒ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.

☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.

☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for active employees. Platform Fees are paid by the Employer.

\$3 per participant per month, or \$75 monthly minimum

Manual Claim Fees: A reimbursement processing fee of \$5.00 for each hard copy claim form submitted will be paid by the Participant.

Reimbursement Eligibility: A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

☒ Immediate

☐ Upon becoming 100% vested

Investment Selection

Investment Provider: American United Life Insurance Company

Type of Investment: ☒ Fixed annuity only

☐ Variable annuities – Default _____ Forfeiture Default _____

☐ Employer directed

☐ Participant directed; restrictions are:

☐ None

☐ 100% vested

☐ At Retirement

☐ Account balance in excess of \$ _____

☐ Other _____

☐ Funds limited (see attachment)

Effective Date January 1, 2025

Employer Initials _____

Eligible Class ActE: Fire Union employees enrolled in group health coverage: Single +1

Defined as: Fire Union employees enrolled in Single +1 coverage with the Village of Hoffman Estates group insurance plan.

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

☒ Active

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

☒ Dollar Amount

☐ Percentage of Compensation

Contribution Frequency

☐ One Time

☐ Annually

☐ Quarterly

☒ Semi-Annually

☐ Monthly

☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

☒ 100% Immediate

☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement

☐ 100% upon Separation of Service

☐ Other _____

☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

☒ Reduce future Employer contributions

☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code

☐ Limited Purpose _____

☐ Post Deductible

☐ Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)

HRA/FSA Ordering

☒ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.

☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.

☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for active employees. Platform Fees are paid by the Employer.

\$3 per participant per month, or \$75 monthly minimum

Manual Claim Fees: A reimbursement processing fee of \$5.00 for each hard copy claim form submitted will be paid by the Participant.

Reimbursement Eligibility: A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

☒ Immediate

☐ Upon becoming 100% vested

Investment Selection **Investment Provider:** American United Life Insurance Company

Type of Investment: ☒ Fixed annuity only

☐ Variable annuities – Default _____ Forfeiture Default _____

☐ Employer directed

☐ Participant directed; restrictions are:

☐ None

☐ 100% vested

☐ At Retirement

☐ Account balance in excess of \$ _____

☐ Other _____

☐ Funds limited (see attachment)

Effective Date January 1, 2025

Employer Initials _____

Eligible Class ActF: Fire Union employees enrolled in group health coverage: Family**Defined as:** Fire Union employees enrolled in Family coverage with the Village of Hoffman Estates group insurance plan.**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:☒ Active**Contribution Types** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:☒ Dollar Amount☐ Percentage of Compensation**Contribution Frequency**☐ One Time☐ Annually☐ Quarterly☒ Semi-Annually☐ Monthly☐ Other _____**Vesting Schedule** Participants shall own their account balance in accordance with the following vesting schedule:☒ 100% Immediate☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement☐ 100% upon Separation of Service☐ Other _____☐ 100% upon death (can be selected in addition to "other" above)**Forfeitures** Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:☒ Reduce future Employer contributions☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year**Run-off Times** Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.**Reimbursements** Reimbursements shall be for:☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code☐ Limited Purpose _____☐ Post Deductible☐ Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)**HRA/FSA Ordering**☒ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.**Administration Fees:** Administrative Fees are paid by the Employer for active employees. Platform fees are paid by the Employer.

\$3 per participant per month, or \$75 monthly minimum

Manual Claim Fees: A reimbursement processing fee of \$5.00 for each hard copy claim form submitted will be paid by the Participant.**Reimbursement Eligibility:** A Participant shall be eligible for reimbursement of medical expenses at the time selected below.☒ Immediate☐ Upon becoming 100% vested**Investment Selection****Investment Provider:** American United Life Insurance Company**Type of Investment:** ☒ Fixed annuity only☐ Variable annuities – Default _____ Forfeiture Default _____☐ Employer directed☐ Participant directed; restrictions are:☐ None☐ 100% vested☐ At Retirement☐ Account balance in excess of \$ _____☐ Other _____☐ Funds limited (see attachment)**Effective Date** January 1, 2025**Employer Initials** _____

**RESOLUTION TO AMEND AND RESTATE
THE MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS
HEALTH REIMBURSEMENT ARRANGEMENT**

WHEREAS, Village of Hoffman Estates
(the “Employer”) has established and adopted the MidAmerica Administrative & Retirement Solutions Health Reimbursement Arrangement (the “Plan”) for the benefit of its eligible employees and their dependents;

WHEREAS, the section of the Plan entitled “Plan Amendments” reserves the right of the Employer to amend the Plan, at any time and in whole or in part, so long as participants are notified and any amendment does not adversely affect the rights of existing participants, and to make changes imposed by the Internal Revenue Service, without notice to participants;

WHEREAS, the Employer wishes to amend and restate the Plan; and

WHEREAS, a copy of the amended and restated Plan document has been attached;

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended and restated by adopting all of the terms of the amended and restated Plan document attached, effective on January 1, 2025.

This Resolution has been executed this _____ day of _____, 20

Signature

Eric Palm, Village Manager

Name and Title

Village of Hoffman Estates

Employer

Health Reimbursement Arrangement for Retirees

ADOPTION AGREEMENT

for

Village of Hoffman Estates

Employer Address: 1900 Hassell Road
 Hoffman Estates IL 60169

Employer Telephone Number: 847-781-2690

Employer Identification Number: 36-2434131

◆ ◆ ◆ ◆ ◆

The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement for Retirees (hereinafter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

Effective Date. The Plan's Original Effective Date is January 1, 2024. The Plan's Restated Effective Date is January 1, 2025. The Plan is available to Retirees of the Employer effective January 1, 2024.

Plan Year. The Plan Year ends on December 31.

Eligible Classes. The class or classes of Retirees covered by this Plan are: *(See attached Class Specifications.)*

Class RetA: Integrated Rollover (Active Class A, B, C, D, E, F) Class RetB: Non-Union Public Works Management Position (Former Union Employees)
 Class RetC: Non-Union Police Management Position (Former Union Employees) Class RetD: Non-Union Fire Management Position (Former Union Employees)
 Class RetE: Non-union Employees Class RetF: _____

Designation of Plan Administrator. The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

Designation of Individuals to Have Access to Protected Health Information ("PHI"). The following Employees, classes of Employees, or other persons shall be given access to the PHI to be disclosed:

Business Office Personnel _____

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this _____ day of _____, 20_____.

Name of Employer: Village of Hoffman Estates

Signature: _____

Print Name: Eric Palm

Title: Village Manager

Employer CONTACT (print): Sharon Hellstrom

Title: Payroll Coordinator

E-Mail: sharon.hellstrom@vohe.org

Telephone: 847-843-4808 Ext. _____

Fax: 847-781-2699

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Employer Representations

- The Employer intends to reduce its Retirees' medical expenses by providing reimbursement of such expenses, in a limited capacity. The Employer anticipates that participation in the HRA will encourage prospective Retirees to retire earlier, as they will be better able to afford quality health care prior to the age at which they are Medicare eligible.
- The Employer may allow Retirees to participate in both the HRA and the Special Pay Plan (403(b)).
- Retirees are not permitted to make any election or choice between cash, the HRA, and/or the Special Pay Plan, or any other tax deferred program.
- The Employer will base HRA allocations on its estimates of the costs required to provide a certain amount of medical reimbursements to its Retiree population as that population approaches Medicare age.
- The Employer has discretion in determining classes of Employees eligible to participate in the Retiree HRA. Once determined, Retirees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Retirees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Retirees only.
- The Employer may gather information from the Retiree to determine the appropriate allocation to the HRA, but individual Participants are not allowed to elect or to determine their allocation.
- The Employer will monitor all rehires to ensure that less than two employees are in the Retiree HRA Plan.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.

Effective Date January 1, 2024Employer Initials

Eligible Class RetA: Integrated Rollover (Active Class A, B, C, D, E, F)

Defined as: Employees that satisfy the terms and conditions of retirement with the Village will have their remaining balances in Active Class A, B, C, D, E, F transfer to Retiree Class A upon retirement.

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- ☒ Retiree ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☒ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☐ One Time ☐ Annually ☐ Quarterly
☐ Semi-Annually ☐ Monthly ☒ Other No further contributions

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☒ 100% Immediate
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
☐ 100% upon Separation of Service
☐ Other _____
☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☒ Reduce future Employer contributions
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- ☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
☐ Limited Purpose _____
☐ Post Deductible
☐ Premium Only Medical Expenses

HRA/FSA Ordering

- ☒ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Participant for Retired employees.

\$1 per participant per month, or \$75 monthly minimum

Manual Claim Fees: A reimbursement processing fee of \$5.00 for each hard copy claim form submitted shall be paid by the Participant.

Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- ☒ Immediate
☐ Upon becoming 100% vested
☐ Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** American United Life Insurance Company

- Type of Investment:** ☒ Fixed annuity only ☐ Variable annuities – Default _____ Forfeiture Default _____
☐ Employer directed
☐ Participant directed; restrictions are:
☐ None
☐ 100% vested
☐ At Retirement
☐ Account balance in excess of \$ _____
☐ Other _____
☐ Funds limited (see attachment)

Effective Date January 1, 2024

Employer Initials _____

Eligible Class RetB: Non-Union Public Works Management Position (Former Union Employees)

Defined as: Public Works Supervisors, Public Works Superintendents, Assistant Public Works Director, Director of Public Works will receive a sick leave payout upon separation as established by the employer.

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- ☒ Retiree ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☒ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☒ One Time ☐ Annually ☐ Quarterly
☐ Semi-Annually ☐ Monthly ☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☒ 100% Immediate
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
☐ 100% upon Separation of Service
☐ Other _____
☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☒ Reduce future Employer contributions
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- ☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
☐ Limited Purpose _____
☐ Post Deductible
☐ Premium Only Medical Expenses

HRA/FSA Ordering

- ☒ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Participant.

\$1 per participant per month, or \$75 monthly minimum

Manual Claim Fees: A reimbursement processing fee of \$5.00 for each hard copy claim form submitted shall be paid by the Participant.

Reimbursement Eligibility

- ☒ Immediate
☐ Upon becoming 100% vested
☐ Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** American United Life Insurance Company

Type of Investment: ☒ Fixed annuity only

- ☐ Variable annuities – Default _____ Forfeiture Default _____
☐ Employer directed
☐ Participant directed; restrictions are:
☐ None
☐ 100% vested
☐ At Retirement
☐ Account balance in excess of \$ _____
☐ Other _____
☐ Funds limited (see attachment)

Effective Date January 1, 2025

Employer Initials _____

Eligible Class RetC: Non-Union Police Management Position (Former Union Employees)

Defined as: Non-Union Police Management positions (Deputy Chief and Chief) who have previously participated in the Police Union will receive a sick leave payout upon separation as established by the employer.

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- ☒ Retiree ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☒ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☒ One Time ☐ Annually ☐ Quarterly
☐ Semi-Annually ☐ Monthly ☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☒ 100% Immediate
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
☐ 100% upon Separation of Service
☐ Other _____
☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☒ Reduce future Employer contributions
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- ☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
☐ Limited Purpose _____
☐ Post Deductible
☐ Premium Only Medical Expenses

HRA/FSA Ordering

- ☒ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
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\$1 per participant per month, or \$75 monthly minimum

Manual Claim Fees: A reimbursement processing fee of \$5.00 for each hard copy claim form submitted shall be paid by the Participant.

Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- ☒ Immediate
☐ Upon becoming 100% vested
☐ Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** American United Life Insurance Company

- Type of Investment:** ☒ Fixed annuity only ☐ Variable annuities – Default _____ Forfeiture Default _____
☐ Employer directed
☐ Participant directed; restrictions are:
☐ None
☐ 100% vested
☐ At Retirement
☐ Account balance in excess of \$ _____
☐ Other _____
☐ Funds limited (see attachment)

Effective Date January 1, 2025

Employer Initials _____

Eligible Class RetD: Non-Union Fire Management Position (Former Union Employees)

Defined as: Non-Union Fire Management positions (Deputy Chief and Chief) who have previously participated in the Fire Union will receive a sick leave payout upon separation as established by the employer.

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- ☒ Retiree ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☒ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☒ One Time ☐ Annually ☐ Quarterly
☐ Semi-Annually ☐ Monthly ☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☒ 100% Immediate
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
☐ 100% upon Separation of Service
☐ Other _____
☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☒ Reduce future Employer contributions
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- ☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
☐ Limited Purpose _____
☐ Post Deductible
☐ Premium Only Medical Expenses

HRA/FSA Ordering

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Administration Fees: Administrative Fees are paid by the Participant.

\$1 per participant per month, or \$75 monthly minimum

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Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

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☐ Upon becoming 100% vested
☐ Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** American United Life Insurance Company

- Type of Investment:** ☒ Fixed annuity only ☐ Variable annuities – Default _____ Forfeiture Default _____
☐ Employer directed
☐ Participant directed; restrictions are:
☐ None
☐ 100% vested
☐ At Retirement
☐ Account balance in excess of \$ _____
☐ Other _____
☐ Funds limited (see attachment)

Effective Date January 1, 2025

Employer Initials _____

Eligible Class RetE: Non-union Employees

Defined as: Non-union employees who are eligible for retirement under their respective pension plan, will have the following amount of vacation deposited into their HRA: 10 years of service up to 14 years of service – 50% of vacation balance contributed to HRA. 15 years of service up to 20 years of service – 75% of vacation balance contributed to HRA. 20 years of service and greater – 100% of vacation balance contributed to HRA.

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- ☒ Retiree ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☒ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☒ One Time ☐ Annually ☐ Quarterly
☐ Semi-Annually ☐ Monthly ☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☒ 100% Immediate
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
☐ 100% upon Separation of Service
☐ Other _____
☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

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Reimbursements Reimbursements shall be for:

- ☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
☐ Limited Purpose _____
☐ Post Deductible
☐ Premium Only Medical Expenses

HRA/FSA Ordering

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Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- ☒ Immediate
☐ Upon becoming 100% vested
☐ Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** American United Life Insurance Company

Type of Investment: ☒ Fixed annuity only

- ☐ Variable annuities – Default _____ Forfeiture Default _____
☐ Employer directed
☐ Participant directed; restrictions are:
☐ None
☐ 100% vested
☐ At Retirement
☐ Account balance in excess of \$ _____
☐ Other _____
☐ Funds limited (see attachment)

Effective Date January 1, 2025

Employer Initials _____



AGENDA ITEM REPORT

Village Board of Trustees
November 18, 2024
ITEM 5G

REQUEST: Approval of a one-year extension of preliminary and final site plan approval for Belle Tire located at 1165 W. Higgins Road.

FROM: James Donahue, Senior Planner

ITEM TYPE: Action Item - Village Board

REQUEST SUMMARY

On August 21, 2023, the Village Board approved preliminary and final site plans for a 10,000 square foot Belle Tire facility at 1165 W. Higgins Road. One of the conditions of approval required that a building permit be obtained within twelve months of the Village Board action.

Belle Tire ownership, Barnes Development Company, LLC, purchased the property in April 2024. The building and site permits have been applied for but have not yet been issued. The previous property owner had outstanding issues to resolve with MWRD, which impacted the Belle Tire timeline. The issues have since been resolved and MWRD permit has been issued. Given the challenges with winter construction, ownership is seeking a one-year extension to secure the building and site permits for the project. Construction is anticipated to begin in spring 2025.

FINANCIAL IMPACT

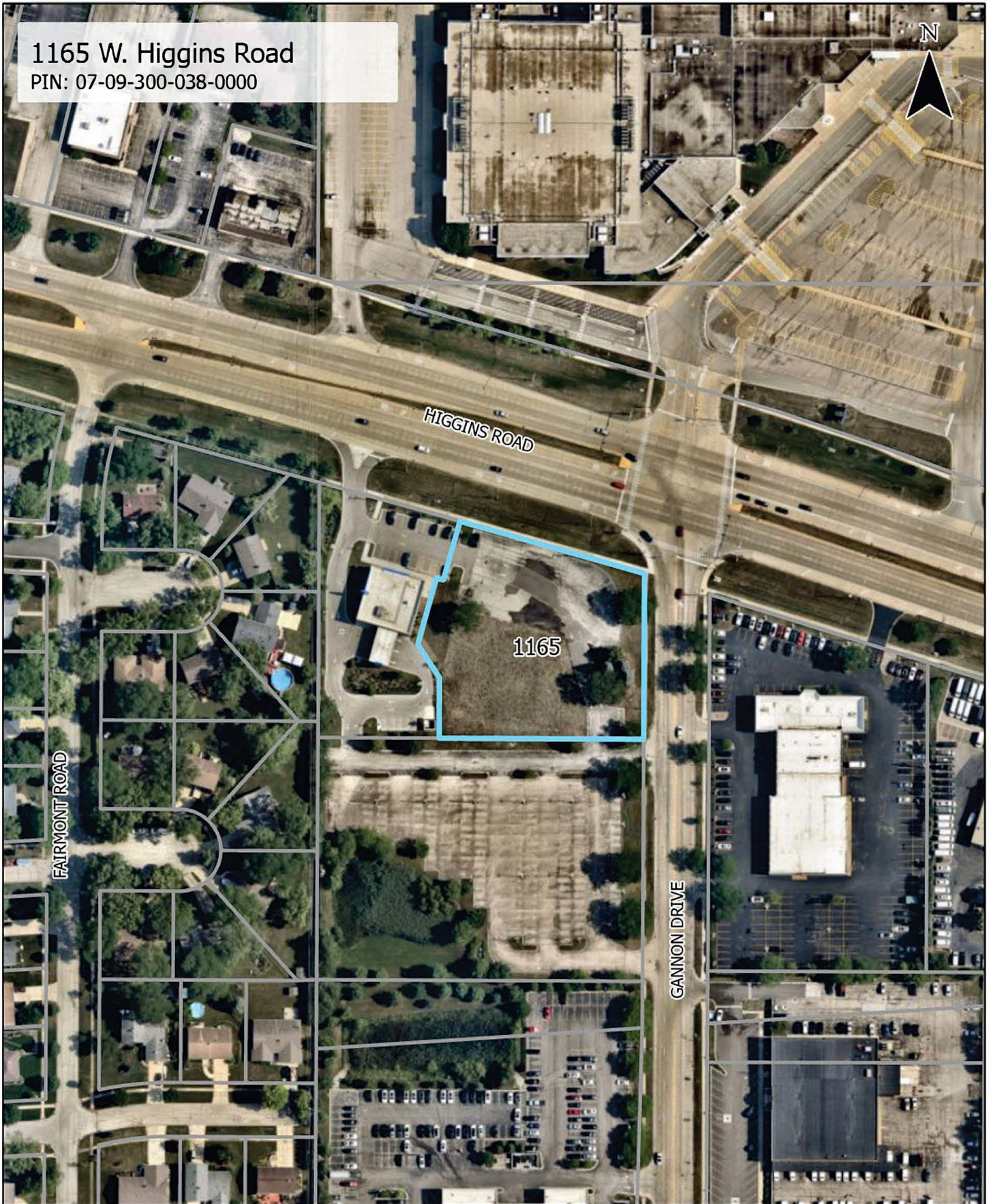
N/A

RECOMMENDATION

Approval of a request for a one-year extension of preliminary and final site plan approval for Belle Tire located at 1165 W. Higgins Road.

ATTACHMENTS

1. Location Map - 1165 W. Higgins Rd.
2. Supporting Document - Extension Request



1165 W. Higgins Road
PIN: 07-09-300-038-0000



HIGGINS ROAD

1165

FAIRMONT ROAD

CANNON DRIVE

Legend

-  Subject Property
-  Parcels
-  Village Boundary



Planning and Transportation Division
Department of Development Services

CHRISTOPHER ENRIGHT ARCHITECTS

A PROFESSIONAL CORPORATION

October 4, 2024

Mr. James Donahue
Senior Planner
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

Sent via email: james.donahue@hoffmanestates.org

RE: Site Plan Approval 1165 W Higgins Rd, Hoffman Estates, IL
Ordinance No 5048-2023

Dear Mr. Donahue,

On behalf of Barnes Development Company, LLC, and as their designated representative for the project, I am respectfully requesting a one-year extension to the Village Board approval granted on August 21, 2023. The property is located at 1165 W Higgins Rd. Hoffman Estates, IL

If you have any questions about the above request, please do not hesitate to contact me.

Sincerely,



Christopher Enright, NCARB, AIA



AGENDA ITEM REPORT

Village Board of Trustees

November 18, 2024

ITEM 5H

REQUEST: Authorization to award a contract to Thompson Elevator Inspection Service, Inc., of Mount Prospect, IL for elevator inspection and plan review services for a three-year term ending December 1, 2027.

FROM: Sanyo Kapur, Director of Building & Code Enforcement

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

In accordance with the State's Elevator Safety and Regulation Act, the Village is responsible for annual inspections of 276 conveyances within its jurisdiction. The majority of these are passenger and freight elevators, along with a smaller number of escalators and other lifts. Since 1978, Hoffman Estates, like most other Chicagoland municipalities, has contracted with a third-party company to deliver these specialized inspections and elevator plan review services.

The Village's current contract with Thompson Elevator Inspection Services (TEIS) expires in December. In 2018, the Village awarded a three-year contract to TEIS. In 2021, the Village extended the contract to TEIS for another three-year term. At the time the 2021 contract was extended, TEIS provided the most competitive rates for the quality of services provided.

The Village has typically awarded three- or five-year contracts to elevator inspection firms. The three-year extension of the current contract in the year 2021 allowed staff to reassess the changing elevator inspection market, which now includes more inspection firms. A Request for Proposals (RFP) was issued in September 2024, to obtain options for a new, three-year fixed-term contract. Responses were received from five area elevator inspection companies in the Chicagoland region: EIS, TEIS, Atis Elevator Services, BRS USA Industries, and Citywide Elevator Inspection Services. Staff compared each firm's proposed inspection fees, inspector credentials and experience, customer service, tracking procedures, and communication methods. Staff reviewed and scored each proposal based on inspector experience, ability to perform reviews and inspections electronically, fees, and capacity. Interviews were conducted with the top three ranked consultants to further evaluate their approach to delivering services.

After extensive consideration, staff recommends selection of TEIS as the best option. During the past six years, TEIS has performed inspections and tests at a highly acceptable level. Since the last contract, there are additional requirements for inspections due to adoption of the 2019 Illinois Elevator safety Code by the Office of State Marshall and Revised Elevator Safety Administrative Rules, effective 2023.

TEIS will maintain their current fees from prior years for a period of one year, until

December 1, 2025. For the remaining 2-year term (from December 2, 2025, to December 1, 2027), TEIS has proposed an increase in fees due to additional testing requirements, additional training, and complexity of the inspections with the recent code changes. These inspections are now conducted on an annual basis, resulting in increased consultant inspection time. A detailed explanation for the increase in fees has been provided by TEIS in the attached document. The one-year time period to maintain current fees will allow communication and advance notice to the businesses that will be serviced for new and modified elevators, as well as witnessing tests that are required by the State to be conducted at regular intervals. Village staff have been very pleased with the quality of services TEIS has provided over the last six years. Their reporting, communication, and inspection tracking process has satisfied all the requirements staff expected to receive from their current contract. TEIS continues to utilize qualified inspectors with proper technical knowledge, deliver reports and invoices in a timely manner, and are consistent with their contractual obligations.

TEIS is committed to being a leading elevator inspection and review company. Going forward with this new contract, they have agreed to coordinate with staff for electronic inspection reporting and plan review process. This electronic integration will allow staff to be more efficient and reduce time spent compiling data entries. It will also make it easier to track records for violations and enforcement follow up. Any change in contractual services can be very disruptive to staff and business owners. All businesses would need to be notified, and the change must be filed with the Office of the State Fire Marshal. Such a transition is a time-consuming endeavor for both Village staff and local businesses, so there should be a strong impetus for changing vendors. Staying with TEIS offers consistency for our local businesses and a service they are pleased with. TEIS's current proposal includes the continuation of a plan derived in 2018, to maintain frequent communication with Village staff and a commitment to provide updated inspection tracking. Staff expects TEIS to produce superior communication and inspection tracking services based upon their proposed contract and previous work experience they have delivered on over the last six years. All the above reasons and benefits are what ultimately resulted in the justification for staff recommending contracting with TEIS for another three years.

Fee Schedule

The Village has a responsibility to ensure that its businesses are receiving quality elevator inspections and plan reviews at reasonable rates. Inspections are performed on all conveyances once per year. Plan review and acceptance inspections are required whenever a conveyance is being installed or modified.

Inspections & Review	EIS	TEIS 2025	TEIS 2026-2027	ATIS
Annual Inspections	\$25	\$24	\$48	\$110
Re-Inspections	\$20	\$18	\$36	\$110
Plan Reviews	\$80	\$40	\$80	\$180
Acceptance Inspections	\$80	\$40	\$80	\$415

TEIS would also continue to receive the right to perform routine tests on escalators, and hydraulic and traction elevators, as required by the Office of the State Fire Marshall. These “witnessing tests” are invoiced directly to the business by the elevator inspection company and are the inspection company’s primary revenue source. Although the Village does not have administrative responsibilities for these tests, it is important to seek quality and comparable rates for these services. The State has also recently required additional witness testing on a more frequent basis. Even with the increased complexity of inspections mandated by the State, TEIS has agreed to keep all costs the same as the year 2018 for a period of one year.

Witnessing Tests	Frequency	TEIS 2018-2024, 2025	TEIS 2026-2027
Hydraulic Elevator Cat 1	1 year	\$99 (\$99/hour)	\$150 (\$150/hour)
Traction Cat 1	1 year	\$198 (\$99/hour)	\$300 (\$150/hour)
Traction Cat 2	5 years	\$396 (\$99/hour)	\$600 (\$150/hour)
Escalator	1 year	\$396 (\$99/hour)	\$600 (\$150/hour)
FAID Test	5 years	\$396 (\$99/hour)	\$600 (\$150/hour)

Terms of Contract

This proposed three-year contract extension commences December 1, 2024, at which point TEIS would begin preparing for the annual inspection cycle scheduled for December 2024 and January 2025. Village staff will continue to send TEIS all conveyance permits for installation, modification, and decommissioning and assist with any business notifications required by the Office of the State Fire Marshal.

FINANCIAL IMPACT

There will be no major fiscal impact to the Village since the rates charged are reimbursed by the private owner of the elevator. There is no cost for inspections of Village-owned conveyances. For a period of one year, TEIS's fees for witnessing tests in the new contract remain at a zero increase from the prior six years, therefore resulting in a beneficial impact on the Village and private elevator owners. For the remaining 2-year term (from December 2, 2025, to December 1, 2027), there is a slight increase in the Test Witnessing fees for (8) Village-owned conveyances.

Witnessing Tests (Village-owned conveyances)	<i>Frequency</i>	TEIS 2025	TEIS 2026-2027
Hydraulic Elevator Cat 1	<i>1 year</i>	\$60 (\$60/hour)	\$99 (\$99/hour)
Traction Cat 1	<i>1 year</i>	\$200 (\$100/hour)	\$250 (\$125/hour)
Traction Cat 2	<i>5 years</i>	\$500 (\$125/hour)	\$600 (\$150/hour)
FAID Test	<i>5 years</i>	\$220 (\$55/hour)	\$396 (\$99/hour)

RECOMMENDATION

Authorization to award a contract to Thompson Elevator Inspection Service, Inc., of Mount Prospect, IL for elevator inspection and plan review services for a three-year term ending December 1, 2027.

ATTACHMENTS

1. Thompson Elevator Inspection Service, Inc. Contract - 12/2024 - 12/2027

THOMPSON ELEVATOR INSPECTION SERVICE, INC.

830 E Rand Rd, Suite 10 Mt. Prospect, Illinois 60056
Phone (847) 296-8211 Email: info@thompstonelevator.com

CONTRACT FOR INSPECTION SERVICES

Thompson Elevator Inspection Service, Inc., (hereafter referred to as "TEIS") 830 E Rand Rd, Suite 10, Mt. Prospect, Illinois 60056, shall perform the required residential and commercial mechanical and electrical inspections of all conveyance safety devices and equipment, including, but not limited to, Passenger Elevators, Freight Elevators, Docklifts, Dumbwaiter, Escalator and Wheel Chair Lifts ("conveyances") for the Village of Hoffman Estates (hereafter referred to as "Village").

The contract will commence on December 2, 2024 and will terminate after a three (3) year term, on December 1, 2027.

Inspections will be made in accordance with the State of Illinois, Village and County Codes or Ordinances covering operation of said conveyances at the addresses provided by the Village.

Fees to be charged will be in accordance with the Services/Schedule of Fees attached to and made a part of the Agreement, it being understood and agreed that the Schedule as shown applies to each conveyance inspected. Note: as applicable, each year moving forward fee schedule may require a cost of living 5% or less increase.

TEIS shall meet all requirements of Vendor Insurance attached and made a part hereof and will provide all insurance necessary to cover its employees who are performing under the terms of this Agreement. TEIS shall furnish a liability insurance policy in the amount of \$1 million per person, \$1 million per accident, public liability coverage. TEIS shall provide a certificate of insurance for such coverage.

At the conclusion of inspection services, an Inspection Report will be made available to the Village within one month providing the results of such inspection. The responsibility for the repair, replacement, alterations, or any other work indicated as necessary under said Inspection Report shall be the sole responsibility of the Building Owner. TEIS will notify the Village and Building Owner within 48 hours of any failed re-inspections.

TEIS inspectors performing work in Village will be State Licensed Elevator Inspectors. TEIS will register as a State Licensed Firm assigned to the Village of Hoffman Estates.

It is agreed that TEIS does not assume possession or control of any part of the equipment inspected, but such remains the responsibility of the owner thereof. TEIS represents that it will make no examination of the equipment other than that necessary to do the work described herein and assumes no responsibility for any part of the equipment insofar as its mechanical functioning or use is concerned. Nothing in the agreement should be construed to mean that TEIS assumes any liability for loss or damage because of bodily injury (including death) or property damage arising under the agreement except loss or damage directly resulting in whole or in part from the negligent acts or omissions of TEIS or its employees, in performing the services described in this agreement. Under no circumstances shall TEIS be liable for consequential damages or for damages caused by the negligence of others whether arising under contract or tort.

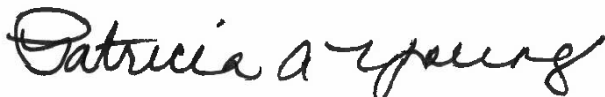
TEIS agrees to hold harmless and indemnify the Village for any and all acts of negligence committed by TEIS that may in any way result in liability to the Village, including attorney's fees.

It is understood and agreed that completion of inspection services by TEIS hereunder, and submission of its Inspection Report will constitute complete and full performance by TEIS under the terms of this agreement. TEIS shall have no responsibility or obligation thereafter for the performance or completion of any necessary repairs, alterations, installations, or other work indicated as necessary by such Inspection Report.

This contract may be cancelled by either party upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties set their hands and seals at _____, Illinois, this _____ day of _____, 20____.

Thompson Elevator Inspection Service, Inc.



Patty Young
President
October 30, 2024

Approved and Accepted by the Village of Hoffman Estates

Print Name: _____

Title: _____

Date: _____, 20____

THOMPSON ELEVATOR INSPECTION SERVICE, INC.

830 E Rand Rd, Suite 10 Mt. Prospect, Illinois 60056
Phone: (847) 296-8211 Email: info@thompstonelevator.com

Village of Hoffman Estates Services / Schedule Of Fees

Applicable December 1, 2024 to December 1, 2025

Fees shall apply to all current open permits for residential conveyances

Applies to all Commercial and Residential Conveyances

Inspections made between Monday through Friday from 8 AM - 5 PM by State/QEI Licensed Inspectors

SERVICE / FEE:	APPLIES TO:	SERVICE PROVIDED:
Routine Code Inspection \$24.00 per unit, per inspection \$0.00 per unit, per inspection- Village conveyances	• Commercial conveyance code inspections • Existing elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, VRCs, etc.) • Includes OSFM applicability and non-OSFM applicability	• Code inspections completed annually • TEIS provides forms • TEIS provides insurance • TEIS provides copies of all inspections to Village
Routine Code Re-Inspection \$18.00 per unit, per inspection \$0.00 per unit, per inspection- Village conveyances	• Commercial conveyance code inspections • Existing elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, VRCs, etc.) • Includes OSFM applicability and non-OSFM applicability	• Re-inspection of failed annual code inspection • TEIS provides forms • TEIS provides insurance • TEIS provides copies of all inspections to Village
Plan Review \$40.00 per unit \$0.00 per unit, per inspection- Village conveyances	• Commercial and residential plan reviews • New installation/modernization/demolition of elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) • Includes OSFM applicability and non-OSFM applicability	• Review of Final Elevator Shop Drawings • Copy of completed plan review sent to Village
Permit Inspection \$40.00 per unit, per inspection \$0.00 per unit, per inspection- Village conveyances	• Commercial and residential permit inspections • New installation/modernization/demolition of elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) • Includes OSFM applicability and non-OSFM applicability	• TEIS provides forms • TEIS provides insurance • TEIS provides copies of all inspections to Village
Permit Re-Inspection \$40.00 per unit, per inspection \$0.00 per unit, per inspection- Village conveyances	• Commercial and residential permit re-inspections • New installation/modernization/demolition of elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) • Includes OSFM applicability and non-OSFM applicability	• TEIS provides forms • TEIS provides insurance • TEIS provides copies of all inspections to Village
Hydraulic Elevator Pressure Relief Test \$99.00 per unit, per hour \$60.00 per unit, per hour- Village conveyances	• Existing commercial conveyances, as applicable	• Coordinates appointment with Elevator Company • Provides forms • Provides copies of report to Building Owner
Traction Elevator No-Load Test \$99.00 per unit, per hour \$100.00 per unit, per hour - Village conveyances	• Existing commercial conveyances, as applicable	• Coordinates appointment with Elevator Company • Provides forms • Provides copies of report to Building Owner
Traction Elevator 5-Year Full Load Test \$99.00 per unit, per hour \$125.00 per unit, per hour - Village conveyances	• Existing commercial conveyances, as applicable	• Coordinates appointment with Elevator Company • Provides forms • Provides copies of report to Building Owner
Category 5 Escalator Skirt Indexing \$99.00 per unit, per hour \$55.00 per unit, per hour – Village conveyances	• Existing commercial conveyances, as applicable	• Coordinates appointment with Elevator Company • Provides forms • Provides copies of report to Building Owner
Fire Alarm Initiating Device (FAID) Test \$150.00 per unit, per hour \$99.00 per unit, per hour- Village conveyances	• Existing commercial conveyances, as applicable	• Coordinates appointment with Elevator Company • Provides forms • Provides copies of report to Building Owner

THOMPSON ELEVATOR INSPECTION SERVICE, INC.

830 E Rand Rd, Suite 10 Mt. Prospect, Illinois 60056
Phone: (847) 296-8211 Email: info@thompstonelevator.com

Village of Hoffman Estates Services / Schedule Of Fees

Applicable December 2, 2025 to December 1, 2027

Applies to all Commercial and Residential Conveyances

Inspections made between Monday through Friday from 8 AM - 5 PM by State/QEI Licensed Inspectors

SERVICE / FEE:	APPLIES TO:	SERVICE PROVIDED:
Routine Code Inspection \$48.00 per unit, per inspection \$0.00 per unit, per inspection- Village conveyances	- Commercial conveyance code inspections - Existing elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, VRCs, etc.) - Includes OSFM applicability and non-OSFM applicability	- Code inspections completed annually - TEIS provides forms - TEIS provides insurance - TEIS provides copies of all inspections to Village
Routine Code Re-Inspection \$36.00 per unit, per inspection \$0.00 per unit, per inspection- Village conveyances	- Commercial conveyance code inspections - Existing elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, VRCs, etc.) - Includes OSFM applicability and non-OSFM applicability	- Re-inspection of failed annual code inspection - TEIS provides forms - TEIS provides insurance - TEIS provides copies of all inspections to Village
Plan Review \$80.00 per unit \$0.00 per unit, per inspection- Village conveyances	- Commercial and residential plan reviews - New installation/modernization/demolition of elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) - Includes OSFM applicability and non-OSFM applicability	- Review of Final Elevator Shop Drawings - Copy of completed plan review sent to Village
Permit Inspection \$80.00 per hour, per unit, per inspection \$0.00 per hour, per unit, per inspection- Village conveyances	- Commercial and residential permit inspections - New installation/modernization/demolition of elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) - Includes OSFM applicability and non-OSFM applicability	- TEIS provides forms - TEIS provides insurance - TEIS provides copies of all inspections to Village
Permit Re-Inspection \$80.00 per hour, per unit, per inspection \$0.00 per hour, per unit, per inspection- Village conveyances	- Commercial and residential permit re-inspections - New installation/modernization/demolition of elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) - Includes OSFM applicability and non-OSFM applicability	- TEIS provides forms - TEIS provides insurance - TEIS provides copies of all inspections to Village
Hydraulic Elevator Pressure Relief Test \$150.00 per unit, per hour \$99.00 per unit, per hour- Village conveyances	Existing commercial conveyances, as applicable	- Coordinates appointment with Elevator Company - Provides forms - Provides copies of report to Building Owner
Traction Elevator No-Load Test \$150.00 per unit, per hour \$125.00 per unit, per hour- Village conveyances	Existing commercial conveyances, as applicable	- Coordinates appointment with Elevator Company - Provides forms - Provides copies of report to Building Owner
Traction Elevator 5-Year Full Load Test \$150.00 per unit, per hour \$150.00 per unit, per hour- Village conveyances	Existing commercial conveyances, as applicable	- Coordinates appointment with Elevator Company - Provides forms - Provides copies of report to Building Owner
Category 5 Escalator Skirt Indexing \$150.00 per unit, per hour \$99.00 per unit, per hour- Village conveyances	Existing commercial conveyances, as applicable	- Coordinates appointment with Elevator Company - Provides forms - Provides copies of report to Building Owner
Fire Alarm Initiating Device (FAID) Test \$150.00 per unit, per hour \$99.00 per unit, per hour- Village conveyances	Existing commercial conveyances, as applicable	- Coordinates appointment with Elevator Company - Provides forms - Provides copies of report to Building Owner



THOMPSON

ELEVATOR INSPECTION SERVICE, INC.

Member NWBOCA, SBOC, SSBoc, ICC and NAESA

Technology Adoption

TEIS will coordinate with the Village of Hoffman Estates to adopt digital technology to streamline the plan review and inspection compliance process, to improve overall communication, customer service and reduce timelines. Upon consulting with applicable Village of Hoffman Estates staff, TEIS will provide the required training, technology upgrades and portable equipment to their staff (designated to the Village of Hoffman Estates) to facilitate the digitization of the inspection workflow process, within the current contract period, as applicable.



THOMPSON

Elevator Inspection Service, Inc.

Member NWBOCA, SBOC, SSBOC, ICC and NAESA

Provided to You By Thompson Elevator at No Cost:

- Informational Handouts to Building Owners Making Them Aware of Upcoming Changes and/or Upgrades
- Technical Services Regarding New Constructions, Alterations, Modernizations, and/or Upgrades To:
 - Community Development
 - Fire Departments
 - Fire Alarm Companies
 - Electricians
 - General Contractors
 - Architects
- Write Municipal Variance Letters for OSFM and Building Owner Distribution
- Local Program Agreement Renewal Document Assistance
- Audit of All Conveyances in Municipality
- 24 Hour Emergency Contact
- Customized Inspection Scheduling
- Customized Code Inspection Programs
- Customized Monthly Reports
- IBC Building Code Review
- Accident Follow Up For Municipality With:
 - Building Owner
 - OSFM
- Notification to Municipality When an Elevator is Shut Down Due To Failed Category Test
- Pick Up and Return Plans When Notified

Additional Services:

- Safety Training
- Entrapment Rescue Training
- Witnessing Safety Tests
- Equipment Audits



THOMPSON

ELEVATOR INSPECTION SERVICE, INC.

Member NWBOCA, SBOC, SSBOC, ICC and NAESA

With all due respect, we graciously present a change in the fee schedule for services provided. We feel these fees align with the industry, and will allow us to continue to deliver reliable service and the highest quality elevator inspectors for the Village of Hoffman Estates.

Factors that have played a role in these changes include:

1. OSFM Adoption of ASME A17.1- 2019 in 2021 and future elevator code adoptions

- From 2015-2021, OSFM enforced the 2013 code. OSFM abstained from adopting the 2016 code; by doing so, building owners were allowed a cost savings due to 2013 code not being as intense
- Elevators now require more intense inspection and testing under the 2019 code. The intensity of the code has made the elevators safer for the riding public
- Video and messaging (VAM) capability now required by code for all new and fully modernized elevators
- Front approach door protection with specific testing requirements now required by code for all new and fully modernized elevators
- More inspection and testing time required for all inspections due to complexity and specificity of new code requirements

2. Fire Alarm Initiation Device (FAID) Testing

- Adopted as an add-on to the code by the Illinois Elevator Safety Review Board
- State began enforcing this test in 2021
- Additional testing added to all hydraulic and traction passenger elevators, as applicable
- Minimum 1 hour added to all test appointments

3. Business Operation Impacts

- TEIS insurance has increased with additional testing and inspection requirements due to intensity and danger of above requirements
- To ensure building compliance, logistics to coordinate building and elevator personnel have increased
- QEI inspector accrediting organizations have increased training requirements for license renewals, continuing education, and work shops to meet current code requirements

The fee change amounts to a .07¢ per day increase to ensure annual compliance with the latest OSFM adopted elevator code and safety for the riding public. In addition, the buildings will continue to receive a cost savings until December 1, 2025.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2024

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

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

PRODUCER	Epic One Insurance Group LLC P.O. Box 5263 ELGIN, IL 60121 License #: 8677362	CONTACT NAME: Besnik Mislmi PHONE (A/C No. Ext): (847)305-4837 FAX (A/C No.): (847)613-4091 E-MAIL: besnik@epiconeins.com ADDRESS:
INSURED	THOMPSON ELEVATOR INSPECTION SERVICE, INC. 830 E RAND RD UNIT 10 MOUNT PROSPECT, IL 60056	INSURER(S) AFFORDING COVERAGE INSURER A: PEKIN INSURANCE 24228 INSURER B: Navigators Specialty Insurance Company 36056 INSURER C: Admiral 24856 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 00008489-3935689 REVISION NUMBER: 105

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		006306137	07/08/2024	07/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		005974671	07/08/2024	07/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		005991549	07/08/2024	07/08/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	005407551	07/08/2024	07/08/2025	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability Pol		CH24EXCZ0HNCLQN	07/06/2024	07/06/2025	\$4,000,000
C	Profession Liability		EO000063243-01	07/06/2024	07/06/2025	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: VILLAGE OF HOFFMAN ESTATES

CERTIFICATE HOLDER

VILLAGE OF HOFFMAN ESTATES
1900 HASSELL RD
HOFFMAN ESTATES, IL 60169

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

B. Mislmi

(B-M)

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AGENDA ITEM REPORT

Village Board of Trustees
November 18, 2024
ITEM 5I

REQUEST: Authorization to:
a. award a contract to Construction Inc. of Lombard, IL for the Village Green Concessions & Restrooms Project in an amount not to exceed \$3,899,000; and
b. grant the Village Manager authority to approve change orders, as needed, in an amount not to exceed \$30,000.

FROM: Bryan Ackerlund, Assistant Director of Public Works
Dan O'Malley, Deputy Village Manager

ITEM TYPE: Contract - Village Board

REQUEST SUMMARY

At the April 8, 2024, Planning, Building, & Zoning Committee meeting, the Committee authorized the budget and construction of the Village Green Concessions & Restrooms development. Project architect Tria worked with Village staff to finalize the construction documents and create a bid packet. A Notice to Bid was advertised on September 5, 2024, and a pre-bid meeting took place on September 12, 2024.

Contractor Selection

Seven bids for the project were opened on October 3, 2024, (bid tabulation attached). Alternates were presented to the contractors; 1) if they needed to propose a later substantial completion date; and, 2) to change the type of piping used for the underground fire department connection. Upon review of the proposals, neither alternate needed to be included. Table 1 presents the summary of the base bids.

Table 1 – Bid Summary

Name	Bid Cost
Construction Inc.	\$3,899,000
BEAR Construction Company	\$3,968,600
Stuckey Construction Company, Inc.	\$3,982,000
RL Sohol General Contractor, Inc.	\$4,308,000
Harbour Contractors, Inc.	\$4,420,341
FH Paschen, SN Nielsen & Assoc., Inc.	\$4,588,000
ALL Construction Group	\$4,658,000

The lowest three bids we received have very little variation, which is considered a favorable outcome. Construction Inc. had the lowest bid, so Tria conducted a full background check, including a detailed review of their bid submittal documents and conducted reference interviews. Construction Inc. is also able to comply with the DCEO

grant requirements for the Business Enterprise Program. This program prioritizes businesses which are minority-owned, women-owned, or persons with disabilities-owned. As a result of the background check and interview, Tria submitted the attached formal letter of recommendation of Construction Inc. for this Village Green project.

Review and approval of the construction contract was coordinated with Corporation Counsel at the time the Bid Packet was being assembled. The final contract with Construction Inc. will be reviewed by Legal and will be executed upon awarding.

Timeline and Construction Impacts

Construction will commence in September 2025, directly after the conclusion of Platzkonzert. This timeline will mitigate the impact on the operations and events held at the Village Green. Although construction is still 10 months out, the contract must be awarded by the end of 2024 to be concurrent with the eligibility requirements of the DCEO grant. Construction is anticipated to last 7–8 months with a substantial completion date of May 1, 2026. This will allow for normal operations to resume at the Village Green for the 2026 season. Permitting has already been submitted to the Metropolitan Water Reclamation District (MWRD) and the Village building permits are currently under review.

The construction will affect a substantial portion of the eastern half of the Village Green. Beyond what's involved in construction of the new building itself, work includes demolition, utility work, concrete, landscaping, grading, and stormwater detention. The Hideaway operators will be able to meet directly with the contractor at the site to discuss logistical details of moving their equipment off-site before construction starts, and staff will monitor and oversee the construction progress with all parties during construction.

FINANCIAL IMPACT

The 2024-2028 CIP includes the new Village Green Concessions & Restrooms building. Within the FY2024 budget, there is \$2,000,000 funded by the Capital Replacement Fund and an additional \$500,000 funded by the DCEO tourism grant. These numbers have been increased to \$3,450,000 and \$500,000, respectively, in the FY2025 proposed operating budget to adequately fund this contract. The Village was also recently notified that this project qualifies for an additional \$250,000 DCEO grant. Staff is currently working through this submittal process.

RECOMMENDATION

Authorization to:

- a. award a contract to Construction Inc. of Lombard, IL for the Village Green Concessions & Restrooms Project in an amount not to exceed \$3,899,000; and
- b. grant the Village Manager authority to approve change orders, as needed, in an amount not to exceed \$30,000.

ATTACHMENTS

1. Letter of Recommendation & Bid Tabulation
2. Contract
3. General Conditions

4. Performance Bond



November 1, 2024

VIA EMAIL
(2) Page(s) Inclusive
EMAIL ADDRESS

Bryan Ackerlund, Assistant Director of Public Works
Village of Hoffman Estates
2305 Pembroke Ave
Hoffman Estates, IL 60169

Re: Village of Hoffman Estates
Village Green Concessions
Architect's Project Number: 24-002
Letter of Recommendation

Dear Mr. Ackerlund:

Bids were received on the above referenced project at Village Hall at 2:00 pm on October 3, 2024. Seven bids received.

TRIA Architecture, Inc. has reviewed the qualifications and references of the low bid contractor, Construction Inc, and has found no evidence which would disqualify them from being awarded the contract for this work.

TRIA Architecture, therefore, recommends that the Village Board consider awarding the contract for construction, inclusive of the base bid only, to **Construction Inc**, 449 Eisenhower Ln S, Lombard, Illinois 60148 for the total contract amount of \$3,899,000.00. TRIA Architecture recommends not accepting alternates one and two. Work to be substantially complete by May 1, 2026.

If you have any questions concerning the bidding of the Village Green Concessions, please do not hesitate to call. TRIA Architecture, and myself specifically, look forward to working with the Village toward a successful completion of this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ron McGrath', with a long horizontal flourish extending to the right.

TRIA ARCHITECTURE, INC.
Ronald E McGrath, AIA, LEED AP
Principal Architect

REM/rm

Attachments: Bid Tabulation, Dated October 3, 2024, 1 Page(s)

File Name: 24002LOR110124.docx

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527
Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304
Company Main: 630.455.4500 Fax: 630.455.4040
www.TRIAArchitecture.com

BID TABULATION

Owner: Village of Hoffman Estates
Project Name: Village Green Concessions
Architect's Project #: 24-002
Bid Due Date: October 3, 2024; 2:00 p.m.



Bidder	Addenda			Base Bid	Alternates		Comp. Date	Subst.	Bid Bond	Bid Forms	Total Incl. All Alts.	Comments
	#1	#2	#3		#1	#2						
Construction, Inc.	Y	Y	Y	\$3,899,000	\$0	\$12,500	5/1/26	N	Y	Y	\$3,911,500	
BEAR Construction Company	Y	Y	Y	\$3,968,600	\$0	\$6,552	5/1/26	N	Y	Y	\$3,975,152	
Stuckey Construction Company, Inc.	Y	Y	Y	\$3,982,000	\$0	\$7,000	5/1/26	N	Y	Y	\$4,035,143	
RL Sohol General Contractor, Inc.	Y	Y	Y	\$4,308,000	\$0	\$20,000	5/1/26	N	Y	N	\$4,374,143	Missing all bid forms
Harbour Contractors, Inc.	Y	Y	Y	\$4,420,341	\$0	\$15,932	5/1/26	N	Y	Y	\$4,482,416	
FH Paschen, SN Nielsen & Associates, Inc.	Y	Y	Y	\$4,588,000	\$0	\$21,400	5/1/26	N	Y	Y	\$4,655,543	
ALL Construction Group	Y	Y	Y	\$4,658,000	\$0	\$7,900	4/1/26	N	Y	Y	\$4,712,013	
											\$0	
											\$0	
											\$0	
											\$0	
											\$0	

Alternate Descriptions:
#1 - Change date of Substantial Completion (DEDUCT)
#2 - Provide 8" diameter HDPE water line piping in lieu of 6" diameter PVC C900 Certa-Lok RJIB water line piping (ADDED OR DEDUCTED)

Notes:
Substantial Completion Date - May 1, 2026
Bid Docs - 004850, 04860, 004870, 004950, 004960, 004970

AIA® Document A101® – 2017

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

AGREEMENT made as of the 18th day of November in the year 2024
(In words, indicate day, month and year.)

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

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Telephone Number: (847) 882-9100
Fax Number: (847) 781-2679

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

Construction, Inc.
449 Eisenhower Lane South
Lombard, Illinois 60148
Telephone Number: (630) 491-4738

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

Village of Hoffman Estates - Village Green Concessions

Village Green Concessions
5510 Prairie Stone Parkway
Hoffman Estates, Illinois 60192

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

TRIA Architecture, Inc
901 McClintock Drive, Suite 100
Burr Ridge, Illinois 60457
Telephone Number: (630) 455-4500
Fax Number: (630) 455-4040

The Owner and Contractor agree as follows.

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

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

Init.

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User Notes:

(1968712546)

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Bid Documents, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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User Notes:

(1968712546)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: XX

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Eight Hundred Ninety-Nine Thousand and Zero Dollars (\$ 3,899,000), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>None</u>	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
<u>1 – Testing and Inspection Allowance</u>	<u>\$15,000.00</u>
<u>2 – Cash Allowance</u>	<u>\$250,000.00</u>

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Refer to attached Exhibit D</u>		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

See Article 9.11 of the General Conditions – A201-2017 as modified.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first (1st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

Ten (10%) percent retainage from each Application for Payment.

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§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

none

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

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

 %

§ 5.3 Interest

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

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

 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution

For any Claim ~~subject to, but not resolved by, mediation-not resolved by~~ pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Mr. Bryan Ackerlund
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
bryan.ackerlund@vohe.org
(847) 490-6800

§ 8.3 The Contractor's representative:

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

Mr. Matthew Cosenza
Construction, Inc.
449 Eisenhower Lane South

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Lombard, Illinois 60148
matt@buildwithci.com
(630) 491-4738

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents, and as required by law.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with ~~a building information modeling exhibit, AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit~~, if completed, or as otherwise set forth below:

(If other than in accordance with ~~a building information modeling exhibit, AIA Document E203-2013~~, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 ~~Building information modeling exhibit, dated as indicated below: AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit.~~
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

- .5 ~~Drawings~~ Drawings: Drawings Table of Contents - Exhibit: B

Number	Title	Date
--------	-------	------

- .6 ~~Specifications~~ Specifications: Specification Table of Contents – Exhibit C

Section	Title	Date	Pages
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- .7 Addenda, if any:

Number	Date	Pages
<u>1</u>	<u>September 20, 2024</u>	<u>35 Pages</u>
<u>2</u>	<u>September 23, 2024</u>	<u>2 Pages</u>
<u>3</u>	<u>September 27, 2024</u>	<u>52 Pages</u>

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

~~8~~ ~~Other Exhibits:~~

~~(Check all boxes that apply and include appropriate information identifying the exhibit where required.)~~

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)~~

~~[] The Sustainability Plan:~~

Title	Date	Pages
-------	------	-------

~~[] Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
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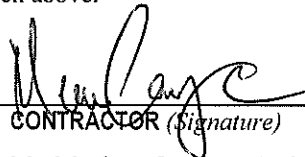
~~9~~ ~~Other documents, if any, listed below:~~

~~(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)~~

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

OWNER (Signature)

President William McLeod
(Printed name and title)



CONTRACTOR (Signature)

Mr. Matthew Cosenza, Authorized Agent
(Printed name and title)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 18th day of November in the year 2024
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Village of Hoffman Estates - Village Green Concessions

Village Green Concessions
5510 Prairie Stone Parkway
Hoffman Estates, Illinois 60192

THE OWNER:
(Name, legal status and address)

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Telephone Number: (847) 882-9100
Fax Number: (847) 781-2679

THE CONTRACTOR:
(Name, legal status and address)

Construction, Inc.
449 Eisenhower Lane South
Lombard, Illinois 60148
Telephone Number: (630) 491-4738

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 Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

~~The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit.~~ Exhibit from companies lawfully authorized to do business in the jurisdiction in which the Project is located. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements. Intentionally Left Blank

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

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~~§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.~~

~~§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:~~

~~(Indicate below the cause of loss and any applicable sub-limit.)~~

Causes of Loss

Sub-Limit

~~§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:~~

~~(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)~~

Coverage

Sub-Limit

~~§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.~~

~~§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.~~

~~§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of~~

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coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

~~§ A.2.3.3 Insurance for Existing Structures~~

~~If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.~~

~~§ A.2.4 Optional Extended Property Insurance.~~

~~The Owner shall purchase and maintain the insurance selected and described below.~~

~~(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)~~

- ☐ ~~§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.~~
- ☐ ~~§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.~~
- ☐ ~~§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.~~
- ☐ ~~§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.~~
- ☐ ~~§ A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.~~
- ☐ ~~§ A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.~~
- ☐ ~~§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,~~

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engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. The Contractor shall also cause the automobile liability policy to include the Owner, the Architect and the Architect's consultants as additional insureds.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

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(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Coverages shall be maintained without interruption from date of commencement of the Work until 60 days after the date of Final Completion or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. With respect to the Contractor's completed operations coverage, until expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000) each occurrence, Two Million Dollars (\$ 2,000,000) general aggregate, and One Million Dollars (\$ 1,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

.6 Liability insurance should be written on the comprehensive general liability basis, and shall include, but not be limited to the following sub-lines:

- A. Premises and Operations including X, C, U coverages (explosion, collapse, underground).
- B. Products and Completed Operations to be maintained for two (2) years after Final Completion.
- C. Independent Contractor's Protective.

D. Broad Form Comprehensive General Liability Endorsement:

1. Contractual Liability, including contractors' obligation under Section 3.18.
2. Personal Injury & Advertising Injury Liability
3. Premises Medical Payments
4. Fire Legal Liability - Real Property
5. Broad Form Property Damage Liability (including Completed Operations)
6. Incidental Medical Malpractice Liability
7. Additional Persons Insured, including employees for personal and advertising injury.
8. Extended Bodily Injury Liability

.10 If liability insurance is written under the new simplified form - Commercial General Liability, the above listed coverages should be included.

.11 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Section 9.10.2, and an extended period endorsement "Supplemental Tail," must be purchased.

.12 In any and all claims against the Owner or the Architect, or any of their officers, directors, board members, officials, agents or employees, by any employee or Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the insurance obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under the Worker's Compensation Act, disability benefit acts or other employees benefits acts.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

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- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, 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.

§ A.3.2.4 ~~The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~ Umbrella Excess Liability insurance in the amount of Two Million Dollars (\$2,000,000) over commercial general liability insurance, automobile liability insurance and Employer's Liability insurance.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate.

~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

Init.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Agreement and that will protect the Owner and the Architect and their respective officers, directors, board members, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees and all other defense costs whether in legal or administrative actions arising (a) out of or resulting from the performance of the work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) out of any claim made by any employee of the contractor or any subcontractor or by the Illinois Department of Labor for the amount of any wages or salaries which should have been paid to such employees and interest thereon, fines or other assessments relating to such violation, pursuant to provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this department.

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1 insurance.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☒ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The General liability insurance. The policy shall be based on a \$5,000 deductible, applicable to all losses for each occurrence. The Contractor shall be solely response for any and all losses up to \$5,000 per loss. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Conditions.

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

Init.

- [] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.3.3 Other Insurance Requirements

§ A.3.3.3.1 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required of the Contractor by this Exhibit A shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by this Exhibit A. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. On the Certificate of Insurance, delete in the cancellation provision the following words, 'Endeavor to' and 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.'

§ A.3.3.3.2 The insurance company issuing the comprehensive general liability insurance coverage required for the performance of this contract shall be licensed to do business in Illinois with Best's Insurance Guide (current edition) rating of "A" or better and satisfactory to the Owner.

§ A.3.3.3.3 The Contractor shall name the Owner and the Architect and each of their respective officers, directors, officials, board members, agents and employees as additional insureds on the Contractor's general liability policy for claims arising from the Contractor's operations, the automobile liability policy and the excess/ umbrella liability policy. The foregoing policies shall be endorsed to be primary over any other insurance which the additional insureds may have and shall contain a severability of interests clause. The Contractor shall require each of its subcontractors to comply with the requirements of this Section A.3.3.3.

§ A.3.3.3.4 Under no circumstances shall the Contractor be relieved of providing insurance as required by this Contract. If inspection of Certificates by Owner would reasonably reveal any deficiencies in coverage as required by this Contract, Contractor shall not be relieved of its obligation to prove insurance coverages as required herein and may not assert any defense of waiver, acquiescence, estoppels, or otherwise by the failure of Owner or its agents to object to the form of the Certificate, Policies or other documents provided by the Contractor to certify that the Contractor complied with the provisions of this Contract regarding insurance coverage.

§ A.3.3.3.5 Liability of Contractor and Subcontractor is not limited by purchase of insurance. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or either of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner. Contractor, Architect, or any Subcontractor's interest or liability, but are merely minimums. The obligation of the Contractor and every Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either Contractor's or any Subcontractor's insurance.

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User Notes:

(1818327639)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, located with a A.M. Best rating of "A" and with a surety company to which the Owner has no objection. The Contractor's Performance Bond and labor and materials Payment Bond shall be in the amount of one hundred percent (100%) of the Contract Sum, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	<u>See above.</u>
Performance Bond	<u>See above.</u>

Payment and Performance Bonds shall be ~~AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.~~ the Owner's provided Payment Bond and Performance Bond.

§ A3.4.1 The Contractor shall deliver the required bonds to the Owner not later than ten days following the date of notification of the Award of Contract or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ A3.4.2 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Such bonds shall be in the form of American Institute of Architect's Document A-311 or a similar form worded exactly the same as Doc. A-311 and shall bear the same date as, or a date subsequent to, the date of the Contract. The bonds shall be issued by a bonding company licensed to operate in the State of Illinois and approved by the Owner.

§ A3.4.3 The failure of the Contractor to supply the required bonds within 10 days after the prescribed Agreement forms are presented for signature, or if the bonding company finds that the Contractor is NOT bondable, shall constitute a default, and the Owner may award the Contract to the next responsible low bidder.

§ 3.4.5 If at any time the Owner becomes dissatisfied with any Surety or Sureties then upon the Bonds, or for any other reason such Bonds shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice to do so, substitute acceptable Bonds in such forms and sum and signed by such other Sureties as may be satisfactory to the Owner. No further payments shall be deemed due nor shall be made until the new Sureties shall have qualified.

§ A3.4.6 Whenever the Contractor shall be and is declared by the Owner to be in default under the Contract, the Surety and Contractor are each responsible to make full payment to the Owner for any and all additional services of the Architect as which are required as a result of the Contractor's default and in protecting the Owner's right under the Agreement with the Contractor.

§ A3.4.7 The Contractor must within ten (10) days after the execution of this Agreement furnish a Performance Bond agreeing to pay not less than the prevailing wage for work to be performed in accordance with the Contract and the laws of the State of Illinois, and agreeing to pay all sums of money due for labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, as in said Payment Bond provided, each dated the same day as the Agreement, in the forms prescribed by the Owner and each in an amount equal to the Contract Sum with a corporate Surety or Sureties acceptable to the Owner authorized to do business in the State of Illinois. These Bonds shall be maintained by the Contractor and shall remain in full force and effect until final acceptance of the work by the Owner or sixty (60) days following the date of Final Payment, whichever occurs later. The Contractor shall agree and shall cause the Surety to agree to be bound by each and every provision of the Contract Documents.

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§ A3.4.8 In the event the Surety will make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt or if it shall file a voluntary petition in bankruptcy or shall in the opinion of the Owner be insolvent, the Contractor shall agree forthwith upon request of the Owner to furnish and maintain other corporate Surety with respect to such bonds satisfactory to the Owner.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

§ A.4.1 The Contractor is responsible for determining that subcontractors are adequately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.

EXHIBIT B – DRAWING TABLE OF CONTENTS

September 5, 2024

DRAWING INDEX

T1.00	TITLE SHEET SITE LOCATION MAP INDEX AND GENERAL BUILDING CODE REQUIREMENT
C1.01	SITE DEMOLITION PLAN
C1.02	DETAILED SITE PLAN
C1.03	DETAILED UTILITY PLAN
C1.04	OVERALL UTILITY PLAN
C1.05	MWRD SEWER ROUTING MAP
C2.00	DETAILED GRADING PLAN
C3.00	EROSION CONTROL PLAN
C3.01	EROSION CONTROL SPECIFICATIONS LEGEND AND GENERAL NOTES
C3.02	EROSION CONTROL DETAILS
C4.00	MWRD GENERAL NOTES
C4.01	VILLAGE NOTES
C5.00	STANDARD DETAILS
C5.01	STANDARD DETAILS
C5.02	STANDARD DETAILS
L1.00	NOTES & SCHEDULES
L1.10	OVERALL LANDSCAPE PLAN & RESTORATION
L1.20	EXISTING IRRIGATION SYSTEM - PHASE II ADJUSTMENTS
L2.00	CONSTRUCTION DETAILS
AS0.00	EXISTING OVERALL ARCHITECTURAL SITE PLAN
AS0.01	EXISTING ENLARGED PARTIAL ARCHITECTURAL SITE PLAN
AS1.00	ARCHITECTURAL SITE PLAN
AS2.00	TRELLIS AND FENCE DETAILS
AG0.00	ABBREVIATION LEGEND & TYPICAL MOUNTING HEIGHTS
AG0.10	CONSTRUCTION OPERATIONS SITE PLAN
AG2.10	SAFETY REFERENCE PLAN
A1.10	FLOOR PLAN
A1.11	DIMENSION PLAN
A2.00	DOOR AND FRAME SCHEDULE DOOR FRAME WALL TYPES AND SIGNAGE DETAILS
A2.10	FRAME DETAILS
A2.11	FRAME AND SILL DETAILS
A3.00	ENLARGED FLOOR PLAN AND INTERIOR ELEVATIONS
A4.00	EXTERIOR ELEVATIONS
A5.00	BUILDING SECTIONS
A5.10	WALL SECTIONS
A5.11	WALL SECTIONS
A6.00	PLAN DETAILS
A7.10	REFLECTED CEILING PLAN AND CEILING DETAILS
A8.10	ROOF PLAN
A8.20	ROOF DETAILS
A8.21	ROOF DETAILS
A8.22	ROOF DETAILS
A8.23	ROOF DETAILS
A9.10	FINISH PLAN AND ROOM FINISH SCHEDULE
FS.1	FOOD SERVICE EQUIPMENT PLAN
FS.2	FOOD SERVICE PLUMBING PLAN
FS.3	FOOD SERVICE ELECTRICAL PLAN
FS.4	FOOD SERVICE SPECIAL CONDITIONS PLAN
FS.5	FOOD SERVICE EXHAUST HOOD SHEET 1
FS.6	FOOD SERVICE EXHAUST HOOD SHEET 2
FS.7	FOOD SERVICE EXHAUST HOOD SHEET 3

EXHIBIT B – DRAWING TABLE OF CONTENTS

September 5, 2024

FS.8	FOOD SERVICE EXHAUST HOOD SHEET 4
FS.9	FOOD SERVICE EXHAUST HOOD SHEET 5
FS.10	FOOD SERVICE EXHAUST HOOD SHEET 6
FS.11	FOOD SERVICE DETAIL SHEET
S0.00	GENERAL NOTES
S0.01	GENERAL NOTES
S0.02	SPECIAL INSPECTIONS SCHEDULES & DIAGRAMS
S1.00	FOUNDATION PLAN
S1.10	ROOF FRAMING PLAN
S2.00	FOUNDATION DETAILS
S3.00	FRAMING DETAILS
M0.00	MECHANICAL TITLE SHEET
M1.00	LEVEL 1 MECHANICAL PLAN
M1.10	ROOF MECHANICAL PLAN
M1.20	DUCT RISER DIAGRAM
M2.00	LEVEL 1 NATURAL GAS PIPING PLAN
M2.20	NATURAL GAS PIPING RISER DIAGRAM
M5.00	MECHANICAL DETAILS
M5.01	DUCT WORK DETAILS
M6.01	MECHANICAL SCHEDULES
M7.01	CAPTIVEAIRE SCHEDULES
M7.02	CAPTIVEAIRE SCHEDULES
E0.00	ELECTRICAL TITLE SHEET
ES.00	ELECTRICAL SITE PLAN
ES.01	ELECTRICAL SITE PHOTOMETRIC PLAN
E1.00	ELECTRICAL POWER PLAN
E1.10	ELECTRICAL ROOF POWER PLAN
E2.00	ELECTRICAL LIGHTING PLAN
E3.00	ELECTRICAL DISTRIBUTION DIAGRAM
E4.00	ELECTRICAL SCHEDULES
E4.01	ELECTRICAL SCHEDULES
E5.00	ELECTRICAL DETAILS
P0.00	PLUMBING TITLE SHEET
P1.00	UNDERFLOOR PLUMBING PLAN
P1.10	SANITARY & VENT PLUMBING PLAN
P1.11	SANITARY & VENT RISER DIAGRAMS
P1.20	DOMESTIC WATER PLUMBING PLAN
P1.21	DOMESTIC WATER RISER DIAGRAM
P1.30	STORMWATER PLUMBING PLAN
P1.31	STORMWATER ROOF PLUMBING PLAN
P2.00	PLUMBING DETAILS
P2.01	GREASE INTERCEPTOR DETAILS
P3.00	PLUMBING SCHEDULES
FP0.00	FIRE PROTECTION TITLE SHEET
FP1.00	FIRE PROTECTION PLAN

EXHIBIT C – SPECIFICATIONS TABLE OF CONTENTS

September 5, 2024

DIVISION 0 – BIDDING REQUIREMENTS, CONTRACTOR FORMS AND CONDITIONS OF THE CONTRACT

Section	002113	Instructions to Bidders	4	Page(s)
	004113	Bid Form	5	Page(s)
	004313	Bid Bond	1	Page(s)
	004325	Substitution Sheet	1	Page(s)
	004343	Prevailing Wage Requirements	10	Page(s)
	004850	Certificate of Compliance with Illinois Drug-Free Workplace Act	1	Page(s)
	004860	Substance Abuse Prevention Policy	2	Page(s)
	004870	Certificate of Compliance with Illinois Human Rights Act	1	Page(s)
	004950	Bidder Eligibility Certification and Non-Collusion Affidavit	1	Page(s)
	004960	Fair Employment Practices Affidavit of Compliance	1	Page(s)
	004970	Indemnity Hold Harmless Agreement	1	Page(s)
	007213	General Conditions	58	Page(s)

DIVISION 1 – GENERAL REQUIREMENTS

Section	011000	Summary	4	Page(s)
	012100	Allowances	2	Page(s)
	012300	Alternates	1	Page(s)
	012700	Unit Prices	2	Page(s)
	012900	Price and Payment Procedures	5	Page(s)
	012901	Performance Bond	7	Page(s)
	013218	Construction Progress Schedule	3	Page(s)
	013300	Administrative Requirements	8	Page(s)
	014000	Quality Requirements	4	Page(s)
	015000	Temporary Facilities and Controls	4	Page(s)
	015100	Temporary Utilities	2	Page(s)
	015200	Field Offices	2	Page(s)
	015500	Vehicular Access and Parking	3	Page(s)
	015526	Traffic Control	2	Page(s)
	015713	Environment Protection	3	Page(s)
	015850	Project Signs	2	Page(s)
	016000	Product Requirements	5	Page(s)
	017300	Execution Requirements	8	Page(s)
	017700	Closeout Submittals	6	Page(s)

DIVISION 3 – CONCRETE

Section	031000	Concrete Forming and Accessories	4	Page(s)
	032000	Concrete Reinforcing	3	Page(s)
	033000	Cast-in-Place Concrete	12	Page(s)
	033500	Concrete Floor Finishing	2	Page(s)
	033900	Curing, Sealing, and Hardening Concrete Floors	1	Page(s)
	035410	Self-Leveling Underlayment	2	Page(s)

EXHIBIT C – SPECIFICATIONS TABLE OF CONTENTS

September 5, 2024

DIVISION 4 – MASONRY

Section	040516	Mortar and Masonry Grout	4	Page(s)
	042000	Unit Masonry Assemblies	14	Page(s)
	047200	Architectural Cast Stone	4	Page(s)

DIVISION 5 – METALS

Section	051200	Structural Steel Framing	5	Page(s)
	053100	Steel Decking	3	Page(s)
	054000	Cold-Formed Metal Framing	9	Page(s)
	055000	Metal Fabrications	3	Page(s)
	055133.13	Metal Stairs and Ladders	2	Page(s)

DIVISION 6 – WOOD, PLASTICS AND COMPOSITES

Section	061000	Rough Carpentry	5	Page(s)
	061053	Wood Blocking and Curbing	3	Page(s)
	061400	Pressure Treated Wood Products	3	Page(s)

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section	071113	Bituminous Damp Proofing	2	Page(s)
	071326	Sheet Waterproofing	3	Page(s)
	072113	Board and Batt Insulation	4	Page(s)
	072119	Foamed In-Place Insulation	6	Page(s)
	072726	Fluid-Applied Membrane Air Barriers, Vapor-Retarding	5	Page(s)
	074213	Metal Wall Panels	5	Page(s)
	075323	Single Ply Roofing – Fully Adhered EPDM	13	Page(s)
	076200	Sheet Metal Flashing and Trim	5	Page(s)
	078413	Firestopping	6	Page(s)
	079200	Joint Sealants	3	Page(s)

DIVISION 8 – DOORS AND WINDOWS

Section	081113	Steel Doors and Frames	5	Page(s)
	083300	Insulated Rolling Service Door	4	Page(s)
	087100	Door Hardware	17	Page(s)

DIVISION 9 – FINISHES

Section	092900	Gypsum Board Assemblies	5	Page(s)
	095113	Acoustical Panel Ceilings	5	Page(s)
	096723	Resinous Flooring Poly-Crete MDC, Water Clear Broadcast and Urethane Topcoat	5	Page(s)
	097700	Fiberglass Reinforced Wall Panels	4	Page(s)
	097726	Architectural Surfacing Films	4	Page(s)
	099100	Paints and Coatings	6	Page(s)

EXHIBIT C – SPECIFICATIONS TABLE OF CONTENTS

September 5, 2024

099601	Epoxy Broadcast Standard Finish with Urethane Topcoat.....	6	Page(s)
--------	--	---	---------

DIVISION 10 – SPECIALTIES

Section	101423	Plastic Signs	2	Page(s)
	101433	Exterior Aluminum Signs	4	Page(s)
	102100	Toilet Compartments (HDPE).....	3	Page(s)
	102800	Toilet Accessories	2	Page(s)
	104413	Fire Extinguishers, Cabinets and Accessories	2	Page(s)
	105126	HDPE Lockers	3	Page(s)
	107316.13	Metal Canopies.....	2	Page(s)
	107516	Ground-Set Flag Poles	3	Page(s)

DIVISION 11 – EQUIPMENT

Section	114000	Food Service Equipment	25	Page(s)
---------	--------	------------------------------	----	---------

DIVISION 22 – PLUMBING

Section	220517	Sleeves and Sleeve Seals for Plumbing Piping	2	Page(s)
	220519	Meters and Gauges for Plumbing Piping.....	2	Page(s)
	220523	General-Duty Valves for Plumbing Piping	3	Page(s)
	220529	Hangers and Supports for Plumbing Piping and Equipment	5	Page(s)
	220553	Identification for Plumbing Piping and Equipment	2	Page(s)
	220719	Plumbing Piping Insulation	2	Page(s)
	220719.11	Under-Lavatory Pipe and Supply Covers – Plumberex	1	Page(s)
	221005	Plumbing Piping.....	6	Page(s)
	221006	Plumbing Piping Specialties	1	Page(s)
	223000	Plumbing Equipment	2	Page(s)
	224000	Plumbing Fixtures.....	2	Page(s)

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

Section	230517	Sleeves and Sleeve Seals for HVAC Piping	3	Page(s)
	230523	General-Duty Valves for HVAC Piping	3	Page(s)
	230529	Hangers and Supports for HVAC Piping and Equipment	3	Page(s)
	230553	Identification for HVAC Piping and Equipment.....	2	Page(s)
	230593	Testing, Adjusting, and Balancing for HVAC.....	2	Page(s)
	230713	Duct Insulation.....	2	Page(s)
	230913	Instrumentation and Control Devices for HVAC	2	Page(s)
	231123	Facility Natural-Gas Piping	4	Page(s)
	232300	Refrigerant Piping	2	Page(s)
	233100	HVAC Ducts and Casings	4	Page(s)
	233300	Air Duct Accessories	2	Page(s)
	233416	Centrifugal HVAC Fans	1	Page(s)
	233700	Air Outlets and Inlets	3	Page(s)

EXHIBIT C – SPECIFICATIONS TABLE OF CONTENTS

September 5, 2024

233813	Commercial-Kitchen Hoods.....	3	Page(s)
235400	Furnaces.....	2	Page(s)
238126.13	Small-Capacity Split-System Air Conditioners	2	Page(s)

DIVISION 26 – ELECTRICAL

Section	260505	Selective Demolition for Electrical	2	Page(s)
	260519	Low-Voltage Electrical Power Conductors and Cables	7	Page(s)
	260526	Grounding and Bonding for Electrical Systems.....	5	Page(s)
	260529	Hangers and Supports for Electrical Systems.....	3	Page(s)
	260533.13	Conduit for Electrical Systems	9	Page(s)
	260533.16	Boxes for Electrical Systems.....	4	Page(s)
	260553	Identification for Electrical Systems.....	5	Page(s)
	262200	Low-Voltage Transformers	4	Page(s)
	262416	Panelboards	5	Page(s)
	262726	Wiring Devices.....	4	Page(s)
	265100	Interior Lighting	5	Page(s)
	265600	Exterior Lighting.....	3	Page(s)

DIVISION 27 – COMMUNICATIONS

Section	270529	Hangers and Supports for Communication Systems	3	Page(s)
	270533.13	Conduit for Communication Systems	4	Page(s)
	271000	Structured Cabling.....	5	Page(s)

DIVISION 31 – EARTHWORK

Section	311000	Site Clearing and Preparation	2	Page(s)
	312316	Earthwork	4	Page(s)
	312316.13	Trenching and Backfilling	5	Page(s)
	317119	Directional Drilling.....	3	Page(s)

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section	321313	Cement Concrete Paving	2	Page(s)
	323114	Removal and Replacement	1	Page(s)
	323119	Decorative Metal Fences and Gates	3	Page(s)
	329219	Lawns: General Seeding & Sodding	5	Page(s)
	329220	Native Landscape Plantings	5	Page(s)
	329300	Landscape Plantings	18	Page(s)

DIVISION 33 – UTILITIES

Section	330110.58	Disinfecting of Water Utility Distribution	4	Page(s)
	330513	Sanitary Structures	3	Page(s)
	331416	Water Distribution	9	Page(s)
	331416.10	Water Main Directional Drilling	3	Page(s)
	333133	Gravity Flow Sanitary Sewers	3	Page(s)

EXHIBIT D – UNIT PRICES

September 5, 2024

Item	Units and Limitations	Price per Unit (\$0.00)
1. Install 6" Ductile Iron Water Service Piping	per linear foot	\$95.00
2. Install 1-1/2" Copper Water Service Piping	per linear foot	\$85.00
3. Install 6" diameter Water Line PVC C900 Certa-Lok RJIB Piping	per linear foot	\$190.00
4. Install 8" diameter Water Line HDPE Piping	per linear foot	\$210.00
5. Install 6" Sanitary Sewer Service PVC SDR 26	per linear foot	\$75.00
6. Install 4" Sanitary Sewer Service PVC SDR 26	per linear foot	\$70.00
7. Install 4" Sanitary Sewer Service 4" PVC C900	per linear foot	\$70.00
8. Install 18" Storm Sewer RCP pipe	per linear foot	\$65.00
9. Install 6" Storm Sewer PVC SDR 26	per linear foot	\$75.00
10. Install 6" Storm Sewer PVC C900;	per linear foot	\$75.00
11. Install 4" Storm Sewer PVC SDR 26	per linear foot	\$70.00
12. Install 4" Storm Sewer PVC C900	per linear foot	\$70.00
13. Install 4" Storm Sewer Underdrain perforated pipe SDR 35;	per linear foot	\$35.00
14. Removal and Replacement of Unsuitable Soil, Replaced with compacted CA-6	per cubic yard	\$150.00
15. Installation of the Typical Concrete Sidewalk Section Including Excavation, Stone Base, and Concrete	per square yard	\$50.00
16. Seed Restoration	per square yard	\$12.00
17. Rain Garden Plantings	per square yard	\$275.00
18. Winter Protection Enclosure for Masonry Work.	per 20 linear feet of masonry wall	\$7,500.00
19. Continuous Heating of Winter Protection Enclosure for Masonry Work.	per day (24 hours)	\$7,500.00



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Village of Hoffman Estates - Village Green Concessions

Village Green Concessions

5510 Prairie Stone Parkway

Hoffman Estates, Illinois 60192

THE OWNER:

(Name, legal status and address)

Village of Hoffman Estates

1900 Hassell Road

Hoffman Estates, Illinois 60169

Telephone Number: (847) 882-9100

Fax Number: (847) 781-2679

THE ARCHITECT:

(Name, legal status and address)

TRIA Architecture, Inc.

901 McClintock Drive, Suite 100

Burr Ridge, Illinois 60527

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS

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1

- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

Init.

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User Notes:

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INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, **12.2.1**, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of
15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND 9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder
15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.4

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of
9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of
8.1.1

CONTRACTOR 3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
~~14.1~~
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Init.

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11
Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

Init.

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

Project, Definition of
 1.1.4
Project Representatives
 4.2.10
Property Insurance
 10.2.5, 11.2
Proposal Requirements
 1.1.1
PROTECTION OF PERSONS AND PROPERTY
 10
Regulations and Laws
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
 4.2.6, 12.2.1
Releases and Waivers of Liens
 9.3.1, 9.10.2
Representations
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
 3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
 3.12
Rights and Remedies
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
 12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
 3.17
Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
 10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
 3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
 9.2, 9.3.1
Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
 6.1.1
Shop Drawings, Definition of
 3.12.1
Shop Drawings, Product Data and Samples
 3.11, 3.12, 4.2.7
Site, Use of
 3.13, 6.1.1, 6.2.1
Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
 4.2.6, 12.2.1, 13.4
Specifications, Definition of
 1.1.6
Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
 15.1.2, 15.4.1.1
Stopping the Work
 2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
 5.1.1
SUBCONTRACTORS
 5
Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
 6.1.1, 11.3
Substances, Hazardous
 10.3
Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
 15.1.2
Substantial Completion, Definition of
 9.8.1
Substitution of Subcontractors
 5.2.3, 5.2.4
Substitution of Architect
 2.3.3
Substitutions of Materials
 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
 5.1.2

Init.

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Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

Init.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, consist of the Invitation to Bid, Instruction to Bidders, Bid Form, Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Schedules, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, ~~or (4) (4) an Architect's Supplemental Instruction, or (5) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. Figured dimensions shall be followed in preference to measurements by scale. All dimensions shall be checked against field measurements of existing conditions to be taken by the Contractor.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 In the event that the Owner retains a Construction Manager at Risk for the Project, the term "Contractor" as used herein shall refer to the Contractor or Construction Manager at Risk.

Init.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. ~~Contractor and items reasonably inferable therefrom. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.~~ all.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall seek a clarification in writing from the Architect. In the event that the Architect does not respond within fourteen (14) days, the more stringent or higher quality or greater quantity requirements shall apply.

§ 1.2.1.3 Large-scale drawings take precedence over small-scale drawings, figured dimensions over scaled dimensions and noted materials over graphic representations. Words in singular shall include a plural whenever applicable, or the context so indicates.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities: 1) The Agreement, 2) Addenda, with those of later date having precedence over those of earlier date, 3) The General Conditions of the Contract for Construction, 4) Drawings and Specifications.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The descriptive headings of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions following them.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

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§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

§ 2.2 Evidence of the Owner's Financial Arrangements Information and Services Required of Owner

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately. All permits and fees shall be obtained and paid for by the Contractor under the Contract Documents. The Contractor shall also be responsible to obtain all temporary permits including, but not limited to, demolition and canopy permits required to execute the Work~~

§ 2.2.2 ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the~~

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~~Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents. The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.~~

~~§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.~~

~~§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

~~§ 2.3 Information and Services Required of the Owner~~

~~§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Surveys. The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~

~~§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~

~~§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect. Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~

~~§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~

~~§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~

~~§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~

~~§ 2.4 Owner's Right to Stop the Work~~

~~If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner~~

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to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten day~~ seven-day (7) period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner ~~may, may immediately,~~ without prejudice to other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable.~~ In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including Owner's expenses and but not limited to, attorney's fees, compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments and expenses incurred in connection with such default, neglect or failure. Said Change Order shall be deemed signed by the Contractor for the purposes stated in Section 7.2.1 even if the Contractor fails to physically sign such Change Order. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

at the Owner's option, the excess shall be deducted from any payment thereafter due or shall be paid by the Contractor immediately upon demand of the Owner. This right shall be in addition to and not in restriction or derogation of the Owner's rights under Article 14 hereof.

§ 2.6 ADDITIONAL RIGHTS

The rights stated in Article 2 shall be in addition and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, ~~become generally familiar with~~ has inspected the local conditions under which the Work is to be performed, and has reviewed the Contract Documents, and correlated personal observations and inspections, and the bid, with all of the requirements of the Contract Documents.

§ 3.2.1.1 It shall be the duty of the Contractor to verify all dimensions given on the Drawings, and to report any error or inconsistency to the Architect before commencing Work.

§ 3.2.1.2 If the Contractor finds any details, construction procedures or materials shown on the Drawings or called for in the Specifications which the Contractor believes may not be satisfactory for the use shown, the Contractor shall so notify the Architect at least five (5) days before bids are due. Signing of the Agreement and starting the Work by the Contractor shall indicate the Contractor agreement with all details, construction procedures, and materials so shown and/or specified and shall indicate the Contractor's willingness to construct the Project in strict accordance with the Contract Documents and to guarantee the Project in full compliance with the warranty provisions of the Contract Documents. By executing this Agreement, the Contractor further acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions under which the Work is to be performed, including

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those bearing upon transportation, disposal, handling and storage of materials availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the Work, and all other matters which can in any way affect the Work or the cost thereof. Any failure by the Contractor to become acquainted with all the available information concerning these conditions will not relieve the Contractor from any obligations with respect to the Contract Documents.

§ 3.2.1.3 If Work is required in a manner that makes it impossible to produce the quality required by the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request in writing an interpretation from the Architect before proceeding with the Work. The Contractor shall perform the work at no additional cost to the Owner in accordance with the Architect's determination.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. ~~These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering.~~ The Contractor shall promptly report to the Owner and the Architect any errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Documents. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency, or omission, and failed to report it to the Architect, in which case the Contractor shall not be entitled to an increase in the Contract Sum or Contract Time and the Contractor shall bear all attributable costs for correction. The Contractor agrees to release and hold harmless the Owner for errors, inconsistencies or omissions in the Contract Document which should have been discovered by the Contractor.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require shall verify the accuracy of all grades, elevations, existing conditions, dimensions and locations. In all cases of interconnection of the Contractor's Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, existing conditions, locations or dimensions shall be promptly rectified by him without extra cost to the Owner. Neither the Owner nor the Architect guarantee the exactness of grades, elevations, dimensions, existing conditions or locations given on any drawings issued by the Architect or work installed by other contractors.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs these obligations, the obligations in Sections 3.2.2 and 3.2.3, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, Documents or for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, unless the Contractor recognized or should have recognized the error, inconsistency, omission, or difference and failed to report it.

§ 3.2.5 In no event shall the Architect or Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with this Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Contractor shall review any construction or installation procedure (including those recommended by any product manufacturer). The Contractor shall provide written notice to the Architect:

- (a) If a specified product deviates from good construction practices.
- (b) If following the Specifications will affect any warranties.
- (c) Any objections which the Contractor may have to the Specifications.

The responsibilities imposed on the Contractor by this Section shall be in addition to, and not be limited by, any and all other provisions of these Contract Documents.

§ 3.3.2 The Contractor shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full time supervision of the approved superintendent described in Section 3.9.3. The Contractor shall be liable for all property damage including repairs or replacement of the Work and economic losses which proximately result from the breach of this duty. The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. Subcontractors or claiming by, through or under the Contractor, and for any damages, losses, costs and expenses resulting from such acts or omissions.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required of or performed by persons other than the Contractor.

§ 3.3.5 The Contractor shall coordinate all portions of the work with separate Owner-employed contractors, if any.

§ 3.3.6 The Contractor shall assign a competent, technically-trained office project manager to the Project who shall perform all office functions including checking, approving and coordinating shop drawings and approving purchasing and disbursement pay-out requests and correspondence, and responding to Owner inquiries.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Init.

16

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Substitutions: Before or after the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of those specified in the Contract Documents will be considered only under one or more of the following conditions:

- (a) Required for compliance with interpretation of code requirements or insurance regulations then existing.
- (b) Unavailability of specified products, through no fault of the Contractor.
- (c) Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
- (d) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
- (e) When it is clearly seen, in the judgment of the Architect and with the Owner's approval, that a substitution would be substantially to the Owner's best interests, in terms of cost, time, or other considerations.

By making requests for substitutions hereunder, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.1 Substitution requests shall be written, timely and accompanied by adequate technical, cost data and information to satisfy one or more conditions above. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cut sheets, performance and test data and any other data or information necessary for a complete evaluation by the Architect.

§ 3.4.2.2 The Contractor may make a substitution only upon the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for any damages to property or injuries to persons, or to any other harm, caused by the Contractor's employees.

§ 3.4.4 After the Agreement has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Section 7.5.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage, new, unless otherwise required or permitted by the Contract Documents and that the Work will be free from faults and defects and in conformance with the Contract Documents. The warranty will not be affected by the specification of any product or procedure unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the

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limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective in the Owner's sole discretion. Inability or refusal of the Subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Contractor from performing under the warranty. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. Unless a specific guarantee is required in a particular division of the Specifications that is longer in duration than one (1) year from the date of Final Completion, the Work shall be guaranteed by the Contractor against defects in material and workmanship for a period of one (1) year from the date of Final Completion (date of issuance of final payment to the Contractor).

§ 3.5.3 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay. Retail sales tax shall not be included in the bid amount. The Owner is exempted by Section 3 of the Illinois Use Tax Act (Section 3, House Bill 1610, approved July 31, 1961, Illinois Revised Statutes 1967, Chapter 120, Section 439.3) from paying any of the taxes imposed by the Act and sales to Owner are exempt by Section 2, House Bill 1609, approved July 31, 1961, Illinois Revised statutes 1967, Chapter 120, Section 441) from any of the taxes imposed by the Act. The Department of Revenue of the State of Illinois under Rule No. 15, issued August 9, 1961, has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies and instrumentalities are not taxable retail sales. The Contractor shall be responsible for any sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
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§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies. The Contractor shall secure all permits, licenses and inspections necessary for proper execution and completion of the Work that which are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded which are legally required when bids are received.

§ 3.7.1.1 All cash deposits, bonds, fees, inspections, licenses, or permit fees shall be paid for by the Contractor.

§ 3.7.1.2 Prior to submission of all applications for permits, licenses or inspections the Contractor shall submit a copy of the application or written notice to the Owner for approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor observes or believes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the Architect and Owner in writing for clarification by the Architect. If the Contractor performs Work knowing it to be contrary to any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs—cost, damages, losses and expenses attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions disturbed. The Architect will promptly investigate such conditions and, if the Architect

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determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. The site conditions contemplated by this Section include, but are not limited to, materials containing asbestos, polychlorinated biphenyl (PCB), or hazardous materials as defined in the Contract Documents.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent fluent in the English language and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications by the superintendent shall be confirmed in writing. Other communications by the superintendent shall be similarly confirmed on written request in each case. Failure of the superintendent to supervise the job properly shall be deemed as a default by the Contractor under the Contract Documents as determined by the Owner with the advice of the Architect.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. If the Owner has any objection to the proposed superintendent, the Owner shall notify the Contractor in writing within seven (7) days of its objection, and the Contractor shall propose a replacement.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's ~~consent~~, which shall not unreasonably be withheld or delayed and Architect's written consent.

§ 3.9.4 The Contractor's superintendent must be dedicated solely to the Project and must be at the Project site at all times that Work is being performed at the site, whether the Work is performed by the Contractor's own forces or by

Init.

any subcontractors. The superintendent must be at the Project site from the first day of on-site activities until a minimum of thirty (30) days after the date of Substantial Completion until all punch list items have been completed. Failure by the Contractor to provide full-time on-site supervision shall constitute grounds for termination of the Contract Documents by the Owner with seven days written notice.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work, review its Construction Schedule for the Work of the Contractor. Such Construction Schedule shall not exceed the completion dates, delivery dates or time limits required in the Contract Documents. The Construction Schedule shall be revised by the Contractor at appropriate intervals as required by the conditions of the Work and Project, and shall provide for expeditious execution of the Work and shall be submitted to the Owner and Architect for review and approval. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Contractor shall prepare and keep current, for the Architect's record only, a schedule of submittals (the "Submittal Schedule") which is coordinated with the approved Construction Schedule and allows the Architect reasonable time, as indicated in the Contract Documents, to review submittals. Neither the Contractor's preparation of the Submittal Schedule nor the Architect's receipt or review shall modify the Contractor's responsibility to make required submittals or to do so in a timely manner to provide for review in accordance with Section 4.2.7 as modified herein.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. The Owner's or Architect's failure to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet those limits, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Architect's or Owner's failure to object to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for performance in advance of such time limits.

§ 3.10.4 At the time of each Application for Payment, the Contractor shall provide to the Owner and the Architect an update on the Project schedule and a written status report, which includes a description of the progress of the Work and if progress is behind schedule, the Contractor's plan to recover the Work to meet the approved Construction Schedule. The report shall also include a summary of the Contractor's meetings with subcontractors.

§ 3.10.5 The Contractor shall hold meetings at least weekly (or at such intervals as are otherwise acceptable to the Owner and Architect) at the site. The Contractor shall provide the subcontractors, Architect and the Owner with a meeting schedule. The Contractor shall require subcontractors currently working at the site(s) to have a representative present for such meetings.

§ 3.10.6 Within twenty-one (21) days of the award of the Project, the Contractor shall provide a written report to the Architect and the Owner that includes a list of the Contractor's suppliers, a list of materials and equipment to be purchased from suppliers and fabricators, the time required for fabrication, and the scheduled delivery dates for materials and equipment. Copies of the Contractor's purchase orders shall be delivered to the Architect and the Owner as soon as possible after receipt by the Contractor.

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§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and along with all operating manuals for all equipment, shall be available to the Architect at all times and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed after completion of the Work but before the final Application for Payment.

§ 3.11.1 The Contractor shall maintain at the site(s) one set of record drawings for the Owner and Architect of the as built plans and specifications for concealed work, particularly concealed piping and conduit. Any deviations from conditions shown on the Contract Drawings shall be shown and dimensioned on these record drawings. The Contractor shall develop layout drawings for concealed work that is schematically indicated on Contract Drawings in order to have dimensioned layouts of such concealed work. This requirement does not authorize any deviations without approval of the Architect.

§ 3.11.1.1 The field information in the record drawings to be so marked shall include at a minimum:

- (1) Significant deviations of any nature made during construction;
- (2) Location of underground mechanical and electrical services, utilities, and appurtenances, referenced to permanent surface improvements.
- (3) Location of mechanical and electrical services, utilities, and appurtenances that are concealed in the building, referenced to accessible features of the building.

§ 3.11.2 The Contractor shall maintain and shall require its subcontractors to maintain at the site(s) an accurate record of deviations and changes in the Work from the Contract Documents; shall indicate all such deviations and changes on reproducible transparencies of the Contract Documents; and shall turn over to the Architect upon completion of the Work all such record drawings, documents and information, such as final shop drawings and sketches, marked prints and similar data indicating the as-built conditions. Plumbing, HVAC and Electrical Contractors/Subcontractors shall be required to record all changes or deviations in the work from the Contract Documents. . The cost of recording and transferring the changes or deviations to the transparencies shall be included in the Contract Sum for the respective Work. The as-built transparencies shall be delivered by the Contractor to the Architect prior to the final acceptance of the Project and issuance of final payment.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal

Init.

schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

~~§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

§ 3.12.10.1. When professional certification or performance criteria of materials, systems or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information of the relevant performance requirements and on the conditions under which the materials, systems, or equipment will be expected to operate at the Project site. The certification shall be based on performance under the operating conditions at the Project site. The Architect shall be entitled to rely on the accuracy and completeness of such certifications.

§ 3.12.10.2 ~~If~~When the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.1 Only material and equipment which is to be used directly in the construction of this Project shall be brought to and stored on the job site by the Contractor. After equipment is no longer needed on this Project, it shall be promptly removed from the job site. Protection of all construction materials and equipment stored at the Job Site is the sole responsibility of the Contractor.

§ 3.13.2 The Contractor and its Subcontractors, and their respective employees, agents, and consultants, shall not enter any part or portion of the building work sites when students are present without the Owner's written authorization.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. ~~Consent Contractor which consent~~ shall not be unreasonably withheld. ~~The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.~~ Contractor's consent is not required.

§ 3.14.3 Only tradespersons skilled and experienced in cutting and patching shall perform such work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. The Contractor shall remove and clean up hazardous materials as required by the Contract Documents and in compliance with all applicable laws, rules regulations and codes.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

~~§ 3.16 Access to Work~~

~~The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.~~

§ 3.15.3 All exterior and interior Work shall be cleaned by the Contractor using specific materials as recommended for surfaces to be cleaned. Damage to any surfaces due to improper cleaning methods of materials shall be repaired to the satisfaction of the Architect and Owner, by the Contractor, at no cost to the Owner. The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress at all times and wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. Architect, except to the extent of Contractor's fault. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, waives any right of contribution against and shall defend, indemnify and hold harmless Owner, any Owner's Representative, the Architect and each of their respective officers, directors, officials, board members, agents, consultants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a any such claim, damage, loss or expense (these are collectively referred to as "claims") is caused by or alleged to be caused by an act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense any of them or anyone for whose acts any of them may be liable in the performance of the Agreement, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in this Section 3.18. Contract. The obligations of the Contractor under this Section 3.18.1 shall be construed to include, but not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, Sub-Contractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the Owner.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Contractor agrees to indemnify, defend, save and hold harmless the following indemnitees: the Architect and The Owner and each of their respective board members, directors, officers, officials, agents, consultants, and employees, individually and collectively, from all claims, demands, actions and the like, of every nature and description, made or instituted, by third parties, arising or alleged to arise out of the work under this Agreement, as a result of any act or omission of either the Contractor or any Subcontractor, or any of their employees or agents. The Contractor and its Subcontractor shall name the Owner, the Architect and their respective board members, officers, officials, directors, agents and employees, individually and collectively, as additional insureds on their commercial general liability for claims arising out of the operations of the Contractor/Subcontractor, automobile liability and excess/umbrella coverage which insurance shall be primary coverage as respects the additional insureds. The Contractor and Subcontractor/s shall furnish Owner with copies of such policies prior to beginning any Work.

§ 3.18.3 "Claims, damages, losses and expenses" as these words are used herein shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in defense of the claim or in bringing an action to enforce the provision of this Indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity costs and other similar indirect or incident damages incurred by the party being indemnified or its employees, agents or consultants.

§ 3.18.4 In the event that the Contractor or its Subcontractors are requested but refuse to honor the indemnity obligations hereunder or to provide a defense, then the party indemnifying shall, in addition to all other obligations, pay the cost of bringing any such action, including attorneys' fees, time expended by the party being indemnified and their employees in the defense of any litigation covered by this indemnity provision at their usual rates, including costs and expenses, to the party requesting indemnity.

§ 3.18.5 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Contractor hereby knowingly and intentionally waives the

Init.

right to assert, under the case of Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner and Architect is not limited by the so called "Kotecki Cap". The Contractor shall include this provision in each of its Subcontract agreements and shall require its Subcontractors to be so bound.

§ 3.18.6 The Contractor shall include in each and every Subcontract with any and all subcontractors and/or material suppliers performing Work and require each and every Subcontractor and/or material supplier performing Work to agree to be bound by all of the provisions 3.18.1 through 3.18.9 under the Contract Documents.

§ 3.18.7 The Contractor's indemnity obligations hereunder shall specifically include all claims and judgments which may be made against the indemnitees under federal or state law or the law of the other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Contractor's employees method of execution of the Work.

§ 3.18.8 The indemnification provisions of this Section 3.18 are not intended to circumvent the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. and shall not be construed as such, but in such a way to effect its enforcement.

§ 3.18.9 The Contractor shall indemnify and hold harmless the Owner in the event of labor or trade union conflicts or disputes between the Contractor and Subcontractors and their respective employees. The Contractor shall endeavor to adjust and resolve such conflicts and disputes which affect the timely completion of the Work. Such conflicts or disputes shall not be a basis or excuse for the violation of the Contract Documents by the Contractor or its Subcontractors, and shall not provide the Contractor with relief from complying with dates for Substantial Completion or Final Completion. Labor or trade union disputes that affect production or delivery of materials or equipment, or the installation, shall be at no cost to the Owner. The Contractor shall notify the Architect and the Owner in writing as soon as possible as to any labor or trade disputes which may affect the Work and its timely completion. In such event, the Contractor shall provide a written proposal to the Architect and the Owner which includes any comparable substitution(s) necessary to complete the Work.

§ 3.18.10 None of the foregoing provisions shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them or either of them at law.

§ 3.19 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the Work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Architect may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 The Architect's and its consultants' services will terminate sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in the Contract Documents, whichever is earlier. Any services required of the Architect and its consultants after this date will be back-charged to the Contractor by the Owner.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals ~~appropriate to the stage of construction, or as otherwise agreed with the Owner, as agreed to by Owner and Architect~~ 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~~ Work to endeavor to determine that the Work, when completed, will be in accordance with the Contract Documents. ~~Documents, and to endeavor to guard the Owner against defects and deficiencies in the Work.~~ However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the ~~portion of the Work completed,~~ and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. However, this Section shall not be deemed to prohibit direct communication between the Owner and the Architect.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Contractor shall provide to the Architect (1) mechanics lien waivers for itself and each of its Subcontractors for any monies sought for payment, (2) certified payroll statements and documentation as per the Illinois Prevailing Wage Act and (3) sworn statements listing subcontractors and materialmen before issuing Payment Certificates, and if such sworn statement or waivers are not provided, the Architect's Certificates shall be conditioned upon and subject to the receipt of such waivers.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Any Work rejected by the Architect shall be reported promptly to the Owner in writing Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the

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Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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. The Contractor shall make submittals to the Architect in a manner to allow for the Architect's reasonable prompt review and to allow for timely ordering of components of the Work to affect no delay in the Work.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to ~~Section 9.10.~~ Section 9.10; however, the issuance of such final Certificate of Payment shall not bind the Owner to any payment unless it accepts such final Certificate for Payment. The Owner's acceptance shall not be unreasonably withheld. Additionally, the Architect shall review all warranties and related documents and provide a recommendation to the Owner as to whether the warranties comply with the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will initially interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If the Contractor submits such written request to the Architect, the Contractor will simultaneously provide a copy of such request to the Owner. The Architect will consult with the Owner regarding any request by the Contractor before responding to the Contractor.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect will provide the Owner with a copy of any response provided pursuant to this Section.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as~~ As soon as practicable after award of the Contract, ~~the Contractor,~~ shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 In addition to the information which may be required prior to the award of the Project, not later than twenty-one (21) days after Notice of Award of the Project, the Contractor shall furnish to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements and, where applicable, the name of the installing Subcontractor.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made ~~reasonable and timely~~ an objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. All subcontracts between the Contractor and subcontractors shall be made in writing, shall be assignable to the Owner, and shall contain the following sentence, 'The Owner is an intended third-party beneficiary of this Subcontract.'

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~ objection. No additional costs shall be allowed for a change required due to an objection by the Owner, Contractor, or Architect

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected ~~if the Owner or Architect makes reasonable objection to such substitution without written approval of the Owner.~~ The Contractor further acknowledges and agrees that after award of the Project to the Contractor, any savings on changes to subcontract or substitute subcontractors will be for the benefit of the Owner and will not be used for the benefit of the Contractor or to increase the Contractor's profit on the Project. The foregoing benefit to the Owner shall include any adjustment in the amount of the price of a subcontract to less than the quoted price of the subcontractor upon which the Contractor's fixed bid price or Contract Sum was based. Further, if a manufacturer or supplier of any machinery or equipment, including, but not limited to, heating and air conditioning units or systems, changes specifications or offers incentives, discounts or lower prices after award of the Contract to the Contractor, those savings will inure to the benefit of the Owner and not the Contractor, subcontractor, manufacturer or supplier.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.3.1 The Contractor shall be responsible for its Subcontractors and shall carry insurance which covers the Contractor for liability arising from its Subcontractors and shall ensure that its Subcontractors are carrying insurance to protect the Subcontractors as well as the Owner, Architect and Architect's consultants.

§ 5.3.2 The Owner and Architect assume no responsibility for overlapping, gaps or omission of parts of the Work by various Contractor in awarding subcontracts.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

~~§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.~~Intentionally Deleted.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

subrogation without altering the Owner's Agreement with the Contractor.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

~~§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.~~

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly

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notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. ~~The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.~~

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

~~**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.~~

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 For any changes in the Work requested by the Contractor involving more than a three (3) calendar day extension of time, the Contractor shall submit critical path schedule showing the original schedule and impact of the proposed change justifying the requested extension of time. The Owner may at its option refuse the extension of time and have the Contractor perform the Work within the original schedule provided all reasonable costs for completing the Work including overtime and acceleration costs are included in the Change Order.

§ 7.1.5 If a proposal for extra work is requested by the Owner from the Contractor which involves additional time, at the Owner's option, the Owner may extend the completion date for that portion of the Work included in the change, without extending the Contract Time for the remainder of the Work.

§ 7.1.6 Changes which involve credits to the Contract Sum shall include overhead, profit, general conditions, and bond and insurance costs.

§ 7.1.7 For any adjustments to the Contract Sum based on other than the unit price method, overhead, profit, and General Conditions combined shall be calculated at the following percentages of the cost attributable to the change in the Work:

.1 For the Contractor for Work performed by the Contractor's own forces, ten percent of the Cost of the Work for the change.

.2 For the Contractor, for Work performed by the Contractor's Subcontractors five percent of the amount due the Subcontractor.

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- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the Cost of Work for the change.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent of the amount due the Sub-subcontractor.
- .5 Costs to which overhead, profit, and general conditions is to be applied shall be determined in accordance with the Contract Documents.
- .6 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any;

§ 7.1.8 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by:

- .1 A complete itemization of costs including labor, material.
- .2 Subcontractor's, Sub-subcontractor's and material suppliers for their portions of the work itemized to include labor, material.
- .3 Labor costs shall be indicated hourly wage and fringe benefits. Labor hours shall be provided for each phase of the work.
- .4 Material costs shall include unit costs and units required where applicable.

§ 7.1.9 The Contractor understands that Change Orders to the Contract which increase or decrease the Cost of the Work by \$10,000 or more, or the time of completion by 30 days or more, will require written documentation by the Owner that the changes:

- .1 were not reasonably foreseeable at the time the Contract was signed;
- .2 were not within the contemplation of the Contract as signed; and
- .3 are in the best interest of the Owner and authorized by law.

§ 7.1.10 The Contractor shall provide written notice to the Architect and the Owner if overtime labor rates are included in the computation of the cost of a proposed Change Order or Construction Change Directive.

§ 7.1.11 In the event that the Contractor and the Owner do not reach agreement on a Change Order or a Construction Change Directive, the Owner may, in its discretion, delete the labor, materials and equipment that are the subject of the Change Order or the Construction Change Directive from the Work to be performed under the Contract Documents. The Owner shall receive credit from the Contractor for the labor, materials, and equipment, including Contractor overhead and profit attributable to the deleted work. The Owner may complete the deleted work through another contractor or subcontractor.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1** The change in the Work;
- .2** The amount of the adjustment, if any, in the Contract Sum; and
- .3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2** Unit prices stated in the Contract Documents or subsequently agreed upon;

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- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 ~~Costs~~ Actual costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 ~~Costs~~ Actual costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 ~~Rental~~ Actual rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 ~~Costs~~ Actual costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 ~~Costs~~ Actual costs of supervision and field office personnel directly attributable to the change. Cost of supervision, unless directly attributable to change, will not be allowable as an itemized cost for any additions (or credited for deletions) unless a change in the Contract Time is made.

Overtime when specifically authorized by the Owner shall be paid for by the Owner on the basis of a premium payment only, plus the cost of insurance and taxes based on the premium payment. Overhead and profit will not be paid by the Owner for overtime. Field tickets must be signed by the Owner or Architect for verification of overtime hours.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order. Upon resolution of exact scope, Contract Sum change, and Contract Time change, a Change Order shall be prepared incorporating the Construction Change Directive.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be computed in accordance with Section 7.3.4 shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, increase or decrease, if any, with respect to that change. Also, if the amount of either the credit or the addition is in dispute, the amount of the other, non-disputed item may not be included in Applications for Payment. Overhead and profit will be included in credits to the same extent they are included in additive Change Orders.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Change Orders that result in a net decrease in or credit to the Contract Sum must include a credit to the Owner for the Contractor's overhead and profit as described in Section 7.1.7.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall promptly notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined, working day, excluding weekends and legal holidays.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall bear all additional costs incurred to meet the Contract Time, which may require working overtime without additional compensation.

§ 8.2.4 The Contractor shall reimburse the Owner for all fees or expenses, including without limitation, the Architect, engineers and legal expenses, for additional services necessitated by Contractor's failure to obtain Substantial Completion within the time established in the agreement, for more than two (2) inspections for Substantial Completion, or for more than one (1) final inspection.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Owner Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. The Contractor shall not be entitled to recover from the Owner, and hereby waives all rights that it or its Subcontractors or any other person may otherwise have to recovery, any costs, expenses and damages of any nature that it or its Subcontractors or

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any other person may suffer by reason of delay in the performance of the Work or any portion thereof, the extension of Contract Time granted herein being the Contractor's sole and exclusive remedy.

§ 8.3.3 This Section 8.3-The Contractor shall not be entitled to any increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time. This Section 8.3 does not preclude recovery of damages for delay by either party-the Owner under other provisions of the Contract Documents.

§ 8.3.4 Notwithstanding other provisions in this Contract, Contractor shall not be entitled to any recovery of damages arising out of any event or delay caused within Contractor's control and/or for "Acts of God", including, without limitation, adverse weather conditions (which shall include typical rain events that can be reasonably predicted through historical data) which prevents such early or timely completion of the Work.

§ 8.3.5 Where a delay occurs that is beyond the Contractor's control and when the delay is not reasonably unacceptable, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the Work. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

§ 8.3.6 The stated dates for Substantial Completion and Final Completion of the Work are material inducements to the Owner in entering into the Contract Documents and all time limits stated in the Contract Documents are of the essence of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the Work. At the pre-construction meeting, the Contractor shall submit to the Owner and the Architect a detailed schedule of values allocating the Contract Sum to various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days-twenty (20) days before the Owner's submission date for its Board's review and approval of such payment at the next Owner's Board meeting or, if the Owner's Board approves otherwise, before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. However, this Section will not apply to routine retainage the Contractor intends to withhold from the Subcontractor pursuant to the Subcontract.

§ 9.3.1.3 No interest will be paid upon retention.

§ 9.3.1.4 The Contractor shall submit all payment requests to the Architect for all work completed during the previous time period. Requests submitted late will not be processed until the following month. The Contractor shall include the Contractor's waiver of lien for the full amount of the Application for Payment and Subcontractors' partial waivers of lien in the amounts of the previous month's payment

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall submit requisitions from suppliers and Subcontractors to substantiate the amounts requested on the Application for Payment for materials or equipment stored on or off site. The Owner shall have no responsibility or liability to the Contractor for the safekeeping of materials and equipment stored at the site or off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 The Contractor shall submit its application for payment as outlined in Section 9.3 on the first of the month, and the Owner will make payment in accordance with this Agreement upon Applications properly certified by the Architect. Each partial payment request shall be made monthly and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the work less the aggregate of previous payments in each case. When the Project is 50% complete, the Owner shall reduce retainage to 5% until the Contract has been fully and satisfactorily performed.

§ 9.3.5 Before each certificate for payment is issued, the Contractor shall furnish to the Architect a complete statement of the amounts due to Subcontractors, parties supplying material, and for his own materials and labor, on AIA Document G702 and G702A "Application and Certificate for Payment."

§ 9.3.6 A Sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois Mechanic's Lien law. Each payment request shall include executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. The Contractor shall submit waivers on a current basis with each Application for Payment, and the Subcontractors and suppliers shall submit partial waivers of lien for the amount paid to them from the prior month's pay application.

§ 9.3.7 All material necessary for the construction of this Project, delivered upon the premises, shall not be removed from the premises without written consent of the Architect.

§ 9.3.8 The Contractor's request for final payment shall include: (1) the Contractor's Final Lien Waiver in the full amount of the contract; and (2) final lien waivers in the full amount of their contracts from all subcontractors and suppliers for which final lien waivers have not previously been submitted.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.5 The Owner shall not be required to make payment unless in its own independent judgment it accepts the Architect's Certificate.

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In the event that the Owner elects to utilize an escrow agent, the Owner and the escrow agent may elect to make payments due the Contractor to the Contractor and its subcontractors.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect ~~and Owner~~ on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 ~~The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.~~ Intentionally Deleted.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~ Intentionally Deleted.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections

and certifications have been made and posted (other than for the failure of Contractor), designated instruction of the Owner's personnel in the operation of systems has been completed and documents, and all final finishes within the Project are in place. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations and/or use and enjoyment of the Project. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty calendar days or within the time stated elsewhere in the Contract Documents following the Date of Substantial Completion. Upon the Owner's written consent, the Date of Substantial Completion of landscaping portions of the Work or other designated portions of the Work may be as mutually acceptable to the Owner and the Contractor. The Contractor shall secure and deliver to the Owner written warranties and guarantees from its Subcontractors, Sub-Subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the Owner and stating the period of warranty as required by the Contract Documents.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. With respect to Work enumerated on the list accompanying the Certificate of Substantial Completion, the guarantee or warranty period shall start at the time of subsequent acceptance of this Work in writing by Owner.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 All Work identified on Contractor's Punch List and thereafter identified in Architect's inspection shall be completed within thirty (30) days of issuance of the Certificate of Substantial Completion. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
1. liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents;
3. terms of special warranties required by the Contract Documents; or
4. audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 LIQUIDATED DAMAGES

§ 9.11.1 The Contractor is solely responsible for substantially completing the Work by the scheduled Substantial Completion Date for each Phase of the Work. This responsibility includes all work of the Contractor and that of its Subcontractors and suppliers. The Contractor acknowledges that the Owner will suffer significant financial loss, and there will be disruption to the Owner if the Project is not complete on or before the Substantial Completion Date for the Work set forth in the Contract Documents. The Contractor further acknowledges that the measure of such loss and

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the disruption to the Owner would not be susceptible to precise calculation. To protect the Owner against said loss and disruption to the Owner and not as a penalty, the Owner and the Contractor hereby agree that the Contractor and the Contractor's Surety, if any, shall be liable for and shall pay to the Owner, Liquidated Damages as per the Liquidated Damages Sliding Scale below for each calendar day of delay, per each School Campus, per Phase in Substantial Completion. Substantial Completion for the Project refers to all scheduled work being a minimum 99% complete.

LIQUIDATED DAMAGES SLIDING SCALE

<u>Original Awarded Bid Cost</u>	<u>Liquidated Damages per Calendar Day</u>
\$0 - \$499,999.99	\$500
\$500,000.00 - \$999,999.99	\$600
\$1,000,000.00 - \$3,999,999.99	\$700
\$4,000,000.00 - \$7,999,999.99	\$800
\$8,000,000.00 - \$11,999,999.99	\$900
\$12,000,000.00 - \$19,999,999.99	\$1,000
\$20,000,000.00 - Above	\$1,500

§ 9.11.2 Payments of Liquidated Damages are in addition to other direct damages that may be incurred by the Owner and not a penalty. All such Liquidated Damages may be set-off against any monies that may be due the Contractor. The Owner's approval or making of progress payments or final payment, with or without knowledge that the Work was untimely, shall not constitute or be deemed a waiver of the Owner's rights or claims, or of the Owner's ability to receive Liquidated Damages under the Contract or common law.

§ 9.11.3 In the event that Article 9.11.1 is found to be unenforceable, the Owner shall be entitled to recover its actual damages, including consequential, incident or indirect damages, for a failure to complete the Work by the scheduled Substantial Completion Date for each Phase of the Work.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Neither the Owner nor the Architect shall be responsible for any safety precautions or programs in connection with the Work.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor ~~shall~~ shall, at its sole cost and expense, promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone

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directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21-twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.1.1 The Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept or used in or about the Projects site(s) except to the extent such Hazardous Materials: (1) are necessary for the prosecution of the Work; and (2) have been approved in writing by the Owner. Any Hazardous Materials allowed to be used on the Project site(s) shall be used, stored, and disposed of in writing as directed in writing by the Owner. Any Hazardous Materials allowed to be used in the Project site(s) shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus hazardous Materials, as well as, any other Hazardous Materials that have been placed, released, or discharged on the Project site(s) by the Contractor or any of its employees, agents, suppliers, or subcontractors, shall be removed from the Project site(s) at the earlier of (1) completion of the Work requiring the use of such Hazardous Materials; (2) the completion of the Work as a whole; or (3) within twenty-four (24) hours following the Owner's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site(s). The Contractor shall provide the Owner with copies of all warning labels on products that the Contractor or any of its subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable "Community Right to Know" or similar laws. The Contractor shall not clean or service any tools, equipment, vehicles, materials, or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and removed from the Project site(s) in accordance with all applicable laws and regulations. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, that relate to any Hazardous Materials on the Project site(s). Without limiting any other indemnification provisions pursuant to law or specified in this Agreement, the Contractor shall indemnify, defend (at the Contractor's sole cost, and with legal counsel approved by the Owner), and hold the Owner and Architect harmless from any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing and remedying the effect of any Hazardous Materials on, under, from, or about the Project site(s), arising out of or relating to, directly or indirectly, the Contractor's or its subcontractor's failures to comply with any of the requirements herein. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of transportation Materials Table, or listed by the Environmental Protection Agency as hazardous substances, and all substances, materials, or wastes that are or become regulated under federal, state, or local law.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~ Intentionally Deleted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the ~~site unless such materials or substances are required by the Contract Documents.~~ site. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

~~§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's ~~commercial general liability policy or as otherwise described liability policies~~ as required in the Contract Documents.

~~§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

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§ 11.1.2. The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

§ 11.1.4 Liability of Contractor and Subcontractor is not limited by purchase of insurance. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or either of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, Contractor, Architect, or any Subcontractor's interest or liability, but are merely minimums. The obligation of the Contractor and every Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either Contractor's or any Subcontractor's insurance.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

~~§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has~~

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been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation – Intentionally Deleted.

~~§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the Owner's property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. ~~The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors Contractor shall pay the Subcontractors, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

§ 11.5.2 ~~Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work. The Owner as fiduciary shall have the power to adjust and settle a loss with insurers.~~

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Final Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor ~~shall~~ shall, at Contractor's sole cost and expense, correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 ~~The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.~~ Intentionally Deleted.

§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~ In the case of any Work performed in correcting defects pursuant to guarantees or warranties provided or referred to by this Article 12, the warranty or guarantee period shall begin anew from the date of the completion or correction of such Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. ~~Documents and pay all attorney's fees and expenses related thereto immediately upon demand.~~

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract 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 15.4.~~

State of Illinois.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4.3 The Owner and the Architect reserve the right to accept or reject any substitutions bid upon. If substitutions are not specifically accepted in writing, materials specified as "standard" shall be used in construction of this project.

§ 13.4.4 Any material specified by reference to the number, symbol or title of specific standards, such as commercial standards, federal specifications, trade association standards, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Instruments of Service, except as limited to type, class or grade, or modified in such reference by a given date. The standards related to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, ~~except as provided in Section 13.4.3,~~ shall be at the ~~Owner's Contractor's~~ expense.

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§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. Notwithstanding any other term or provision in this Article 13 to the contrary, in the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects and shall bear all costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Any references in this Agreement to interest being assessed against the Owner are hereby deleted.~~

§ 13.6 The Contractor shall provide credit for the Owner and Architect in the Contractor's promotional materials for the Project.

§ 13.7 REGULATIONS

§ 13.7.1 The Contractor and/or Subcontractor warrant/s that it is familiar with and it shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations, Owner's Board Rules and Policies, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the contract including without limitation Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours, and, without limitation, such other laws and regulations as are specifically described below. Additionally, the Contractor and subcontractor warrant that they shall comply with any amendments to such federal, state and local laws, statutes, ordinances, rules and regulations that are enacted thereafter during the performance of the Work and under this Agreement. To the extent that there are any violations of any of the applicable laws, rules, regulations and/or court orders/decrees mentioned herein, the Contractor and Subcontractor shall be responsible for indemnifying and holding both the Owner and Architect free and harmless from all costs, fees and expenses incurred, directly or indirectly and including without limitation attorneys' fees, by the Owner or the Architect in responding to and complying with demands made by any of the governmental departments/agencies and/or the courts, or an aggrieved employee or person and such amounts may be withheld from the payments to be made on the project. It is the intention that the Owner and Architect shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to any compliance with the applicable laws, rules and regulations referenced herein. No plea of misunderstanding or ignorance thereof will be considered.

§ 13.7.1.1 Whenever required or upon the request of the Architect or Owner, the Contractor or Subcontractor shall furnish the Architect and the Owner with satisfactory proof of compliance with said federal, state and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 13.7.2 The Contractor shall comply with the non-discrimination federal, state and local laws, including without limitation:

§ 13.7.2.1 Equal Employment Opportunities Act, American with Disabilities Act and Human Rights Act. The Contractor acknowledges that this Contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that each contractor have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse.

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investigation and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder. The provisions of Section 14.2 are included in this Amendment pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law.

§ 13.7.2.2 As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("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 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. During the performance of this Contract, the Contractor agrees as follows:

§ 13.7.2.2.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status; 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.

§ 13.7.2.2.2 That, 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.

§ 13.7.2.2.3 That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respect comply with the Illinois Human Rights Act and the Department's Rules.

§ 13.7.2.2.4 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

§ 13.7.2.2.5 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contractors or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation.

§ 13.7.3 Illinois Department of Labor Requirements and Prevailing Wage Act.

§ 13.7.3.1 The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). The Contractor shall ensure that any Subcontractors shall comply with the Illinois Prevailing Wage Act. Contractor and Subcontractors shall include in Bids the cost for the current prevailing wage. As changes are made in these prevailing wages, the Contractor and Subcontractors performing work on the project will be responsible for conforming to the changes and shall have the responsibility for determining when changes are made. No additional costs are to be incurred by the Owner as a result of changes in the prevailing wage. All record keeping requirements are the obligation of the Contractor and Subcontractors.

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§ 13.7.3.2 To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Owner, Contractor or Architect by the Illinois Department of Labor or by any employee of the Contractor or a Subcontractor performing work on the project, the Contractor or the particular Subcontractor and Contractor shall be responsible for indemnifying and holding the Owner, Contractor and Architect free and harmless from all costs incurred, directly or indirectly, by the Owner, Contractor or Architect in responding to and complying with demands made by the Department of Labor, or an aggrieved employee and such amounts may be withheld from the payments to be made on the project. It is the intention that the Owner, Contractor and Architect shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to this Act.

§ 13.7.3.3 It shall be mandatory upon the Contractor and upon any Subcontractors thereof to pay all laborers, workman, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided.

§ 13.7.3.4 The Contractor and each Subcontractor shall (1) make and keep, for a period not less than 3 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 pay period, the number of hours worked each day, and the starting and ending times of work each day; and (2) submit monthly, in person, by mail, or electronically a certified payroll to the Owner in charge of the project. The certified payroll shall consist of a complete copy of the records identified in the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor and/or Subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (iii) the Contractor and/or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. The Contractor is not prohibited from relying on the certification of a lower tier Subcontractor, provided the Contractor does not knowingly rely upon a Subcontractor's false certification. Any Contractor and/or Subcontractor subject to the Prevailing Wage Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of the Prevailing Wage Act and guilty of a Class B misdemeanor. The records submitted in accordance with the Prevailing Wage Act herein shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act.

§ 13.7.3.5 Upon 2 business days' notice, the Contractor and each Subcontractor shall make available for inspection the records identified in the Prevailing Wage Act to the Owner in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the Contractor and each Subcontractor shall make such records available at all reasonable hours at a location within this State.

§ 13.7.4 Public Contract Fraud Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Public Contract Fraud Act (30 ILCS 545/0.01).

§ 13.7.5 Public Construction Contract Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Construction Contract Act (30 ILCS 557/1).

§ 13.7.6 Public Construction Bond Act. The Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Public Construction Bond Act (30 ILCS 550/0.01). If the Contractor furnishes material or labor on the project, or assume any Contracts for material or labor awarded or entered into by the Owner, Contractor first shall supply and deliver to Owner a bond conditioned upon the completion of the Contract, and the payment of such material and labor, as required by the Illinois Public Construction Bond Act, 30 ILCS 550/1 et seq.

§ 13.7.7 Public Works Preference Act. The Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Public Works Preference Act (30 ILCS 560/0.01).

§ 13.7.8 Employment of Illinois Workers on Public Works Act. The Contractor agrees to comply with and that that his Agreement is subject to and governed by the Illinois Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

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§ 13.7.9 Public Works Contract Change Order Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Public Works Contract Change Order Act (50 ILCS 525/1).

§ 13.7.10 Local Government Professional Services Selection Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Local Government Professional Services Selection Act (50 ILCS 510/0.01).

§ 13.7.11 Veterans Preference Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Veterans Preference Act (330 ILCS 55/0.01) that, in the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or by any political subdivision thereof, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions: (1) the veteran served a total of at least 6 months, or (2) the veteran served for the duration of hostilities regardless of the length of engagement, or 3) the veteran served in the theater of operations but was discharged on the basis of a hardship, (4) the veteran was released from active duty basis of a hardship, or because of a service connected disability and was honorably discharged. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No political subdivision or person contracting for such public works is required to give preference to veterans, not residents of such district, over residents thereof, who are not veterans.

§ 13.7.12 As used in this Section: "Time of hostilities with a foreign country" means any period of time in the past, present, or future during which a declaration of war by the United States Congress has been or is in effect or during which an emergency condition has been or is in effect that is recognized by the issuance of a Presidential proclamation or a Presidential executive order and in which the armed forces expeditionary medal or other campaign service medals are awarded according to Presidential executive order.

§ 13.7.12.1 "Armed forces of the United States" means the United States Army, Navy, Air Force, Marine Corps, Coast Guard. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Law 95 202 shall also be considered service in the Armed Forces of the United States for purposes of this Section.

§ 13.7.13 Drug Free Workplace. The Contractor certifies by the execution of this Contract that the Contractor will provide a drug free workplace in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act.

§ 13.7.14 Bid Rigging and Rotating. The Contractor certifies that the Contractor is in compliance with Illinois law and not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961(720 ILCS 5/33E).

§ 13.7.15 Concurrent with the execution of this Contract, the Contractor shall execute the Certificate of Eligibility.

§ 13.7.16 The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor will comply with certification and other requirements regarding same.

§ 13.7.17 The Contractor must not be barred from entering into this contract because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the contract and allows the Owner to recover in a civil action all amounts paid to the Contractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- 1— Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 2— An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- 3— Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4— The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- 1— repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2— fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- 3— repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- 4— otherwise is guilty of substantial breach of a provision of the Contract Documents. If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days after the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a Subcontractor; or if a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or if he otherwise violates any provision of the Contract Documents; then the Owner, without prejudice to any right or remedy available to the Owner under the Contract Documents or at law or in equity, the Owner may, after giving the Contractor and the surety under the Performance Bond and under the Labor and Material Payment Bond described in Section 11.5, seven (7) days' written notice, terminate the employment of the Contractor. If requested by the Owner, the Contractor shall remove any part or all of his equipment, machinery and supplies from the site of the Project within seven (7) days after the date of such request, and in the event of the Contractor's failure to do so, the Owner shall have the right to remove or store such equipment.

Init.

machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The Owner's right to terminate the Owner-Contractor Agreement pursuant to this Section 14.2.1 shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 ~~If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the all costs to the Owner of completing the Work, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination. If such costs to the Owner of completing the Work exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The amount Owner immediately upon the Owner's demand. The costs to the Owner of completing the Work shall include, but not be limited to, the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another contractor or other subcontracts, any additional interest or fees which the Owner must pay by reason of a delay in the completion of the Work, attorneys' fees and expenses, and any other damages, costs, and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, shall be certified by the Architect, upon application, in the manner provided in Section 9.4, and this obligation for payment shall survive termination of the Contract.~~

§ 14.2.5 The Owner may, upon seven (7) days written notice to the Contractor, terminate the Agreement between the Owner and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by the Owner, the Owner shall pay the Contractor for all work performed by the Contractor to the date of termination that has been approved by the Owner. The Owner may, upon the Contractor executing such a confirmatory assignments as the Owner shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that the Contractor has incurred in good faith in connection with the Work. Upon receipt of notice of termination, the Contractor shall cease all operations on the date specified by the Owner, terminate subcontracts not assumed by the Owner, make no further orders of materials or equipment, complete work not terminated (if any), and provide such reports as may be requested by the Owner and the Architect as to the status of the Work and the Work remaining to be completed. The Owner's right to terminate the Contract under this Section shall be in addition to, and not in limitation of, its rights to stop the Work without terminating the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties to the Contract seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be ~~given~~ given within seven (7) calendar days after the event giving rise to the Claim for additional time. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 The criteria on which the term "weather delays" shall be based on the normal average amount of precipitation received in the project areas, as recorded over a period of the last five (5) years by NOAA, National Climatic Data Center. Any extension of time due to unusually severe weather must be requested by the Contractor on the basis of documented records of the actual precipitation for a minimum period of three (3) months' time, compared with the normal average for the area. Also, the criteria shall include the number of excessive precipitation days over the same period and whether or not the Contractor's force worked on said days or any stage of construction was affected.

§ 15.1.6.4 Delay caused by any Subcontractor shall be the responsibility of the Contractor. The Contractor shall, therefore, ensure that all Subcontractors at all time provide sufficient personnel, equipment and materials to substantially complete the Work in the time specified herein.

§ 15.1.6.5 Where a delay occurs which is beyond the Contractor's control, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the Work but without any obligation to bear any cost. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner ~~waive Claims against each other~~ waives claims against the Owner and Architect for consequential damages arising out of or relating to this Contract. This ~~mutual~~ waiver includes

- ~~1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~2. —~~ 1. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. ~~Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. ~~The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution subject to litigation.~~

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. Intentionally Deleted.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

~~§ 15.3 Mediation~~

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

Init.

~~§ 15.3.4~~ 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.

~~§ 15.4 Arbitration~~

~~§ 15.4.1~~ If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

~~§ 15.4.1.1~~ 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 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.

~~§ 15.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

~~§ 15.4.4 Consolidation or Joinder~~

~~§ 15.4.4.1~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

ARTICLE 16 LIMIT TO AVOID INCORPORATION OF RESPONSIBILITY BY REFERENCE

§ 16.1 Where any specification which is incorporated herein by reference, through the words "and/or as directed by the Architect," or phrases having a similar effect appear to give the Architect the right to direct something other than that specified, the Architect has in fact no such right to except as it may be established in specific instances in portions of this Instruments of Service other than in said specifications.

ARTICLE 17 INCORPORATION OF CONTRACT TERMS WITH SUBCONTRACTORS

§ 17.1 Contractor agrees that s/he will be responsible to incorporate all of the terms and conditions herein, including all amendments to this Contract, with any and all of the Subcontractors as well as any Subcontractors retained by Subcontractors. Contractor acknowledges that it is the Owner's intent that all of the terms and conditions herein, including all amendments to this Contract, will be adhered to by the Contractor and all Subcontractors performing any Work on the Project.

~~§ 15.4.4.3~~ The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Init.



VILLAGE OF HOFFMAN ESTATES PERFORMANCE SURETY BOND

BOND NO.	DATE BOND EXECUTED:
PRINCIPAL:	BOND AMOUNT: (written out & numerically)
CO-PRINCIPAL(S):	CONTRACT DOCUMENTS:
SURETY(IES):	PROJECT:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal(s) and Surety(ies) hereto, recite and declare that:

1. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.

2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the Village. Contract Documents shall also include any agreements, bid documents, specifications, engineering, design, or construction requirements or other Village documents associated with the Project, including any laws, ordinances or governmental regulations related to the Project.

3. Surety waives all of its surety defenses including, but not limited to, the following:

a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;

b) Any extension of time beyond the period provided for in the Contract Documents for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;

c) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Contract Documents, or that taking of any action, proceeding, or step by Village, acting in good faith upon the belief that same is permitted by the provisions of the Contract Documents, shall not in any way release Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns, from liability under this Bond. Surety hereby waives notice of any amendment, indulgence made, granted or permitted;

d) The Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby;

e) In the event of a default of this Bond, the Village may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the Project.

f) The requirement of any other entity to perform any obligations contained in the Contract Documents shall in no way affect the obligations of the Surety under this Bond.

4. Default:

A default shall be deemed to have occurred on the part of the Principal if Principal shall fail to complete its obligations under the Contract Documents within the time set forth therein or any extensions thereof; or, prior to the expiration of such period, if in the sole judgment of the Village, the Principal has:

1) abandoned the performance of its obligations under the Contract Documents; or

2) renounced or repudiated its obligations under the Contract Documents; or

3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.

4)

If the Principal defaults in the performance of all or any part of the obligations specified in the Contract Documents, the Village shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the Village stating whether Surety will assume the Contract Document obligations and the obligations of the Principal, and should it elect to assume said obligations, Surety shall be required to complete the obligations specified in the Contract Documents according to its terms and provisions within 180 days of said notice, but not before expiration of the period provided for under the Contract Documents and approved extensions thereof. In the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the Village may proceed as provided in Paragraph No. 5 of this Bond.

5. Should Surety following notice of default notify the Village that Surety elects not to assume the obligations of Principal under the Contract Documents, or fails within 45 days of receipt of the default notice as provided in Paragraph No. 4) above to notify the Village whether Surety elects to assume the obligations of Principal under the Contract Documents, or having elected to assume the obligations of Principal, should it then fail to perform, then in any event the Village may elect any

of the following procedures or any combination thereof:

a) Terminate whatever rights the Principal, Co-Principal and/or Surety may have to perform further work on the Project;

b) Take over or relet all or any part of the work under the Contract Documents which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to Village for the costs incurred in completion of the obligations under the Contract Documents and/or correction thereof. Such costs as identified in the Contract Documents shall include, but not be limited to, construction, engineering, surveying, maintenance, donations, impact fees, deterioration, administration, supervision, reasonable attorney's fees, and any costs associated or related to any litigation of the Bond agreement and shall be adjusted for inflation. The amount of Village's actual costs for completion and/or correction of the work required under the Contract Documents shall be conclusive of the extent of the liability of Principal and Surety and may exceed the Bond Amount;

c) Require the Surety to pay the Bond Amount to the Village as liquidated damages.

6. Should Surety, following notice of default notify the Village within 45 days of the receipt of the default notice choose to pay the Village for completion of the obligation under the Contract Documents, the Surety shall have the right to demand that the Village state a sum constituting the estimated costs at that time, of completion and/or correction of the work required under the Contract Documents, such as costs as defined in Paragraph No. 5b). Surety shall then immediately pay over to the Village the sum so stated and be released from any further obligations under this Bond. If funds are paid over under this section and the paid over funds are not sufficient to complete the work, the Village's sole remedy shall

be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the

work, the Village will return the excess to Surety after completion of the work.

7. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be in State Court in the County of Cook, State of Illinois, it is further understood and agreed that this contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

8. All notices sent to the Principal(s), Co-Principals, and Surety(ies) shall be sent to the address set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety(ies) notify the Village in writing of any change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the Village in writing of such change. Failure to notify the Village of any change in address is deemed to be a waiver of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety(ies). All written notices to the Village required under the Bond shall be sent certified mail to the Village Clerk.

9. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

10. No party other than the Village shall have any rights under this Bond as against the Surety.

11. As part of the obligation secured hereby and in addition the Bond Amount specified herein, there shall be included costs, interest and reasonable expenses and fees (including, without limitation, attorneys' fees and costs), incurred by the Village in enforcing this agreement, to be awarded by the court.

12. Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Village be obligated for the payment thereof. Surety agrees to deliver written notice of non-payment under this Bond or other actions to the Village.

13. Surety waives its right to trial by jury.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year set forth above.

PRINCIPAL

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid,
do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and
County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CO-PRINCIPAL(S)

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid,
do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and
County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CORPORATE SURETY

Type of Organization:

Legal Name and Address:

Liability Limit:

Address:

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____:
COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid,
do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and
County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

Surety: _____
Bond No.: _____



AGENDA ITEM REPORT

Village Board of Trustees

November 18, 2024

ITEM 6A1a

REQUEST: Recognition of Fire Lieutenant Nick Forsythe for His Response to Hurricane Helene in North Carolina as a Member of the Illinois Water-Rescue-1 Team

FROM: Alan Wax, Fire Chief

ITEM TYPE: Reports

REQUEST SUMMARY

By 7:00 a.m. on September 25, 2024, in advance of Hurricane Helene's pending arrival, the Illinois Emergency Management Agency and Office of Homeland Security received requests from Florida and North Carolina for FEMA Type 2 water rescue teams through the interstate mutual aid Emergency Management Assistance Compact (EMAC) for seven-day deployments. By 2:00 p.m., two 12-person MABAS (Mutual Aid Box Alarm System) water rescue teams from Illinois were en route to North Carolina. One of the teams, Illinois Water-Rescue-1, included the Hoffman Estates Fire Department Water Rescue Team leader, Lieutenant Nick Forsythe.

The Water Rescue Teams arrived in North Carolina just prior to the hurricane, and immediately went to work assisting local responders in the mountainous areas surrounding Asheville. The media coverage of the storm's worst-hit areas was the location where the Illinois teams were deployed. The storm affected a wide area, which sustained extensive flooding, extreme river flows, landslides, access blockages, and wind damage. Hundreds were in need of immediate rescue, and there was a huge need for emergency medical and humanitarian services. In addition to helping those in need in the community, local emergency responders suffered their own losses to emergency facilities, vehicles, equipment, and their own homes and families. The Illinois responders put-in long days and nights of extremely hard work, but were successful in saving lives, rescuing those in need, and providing humanitarian assistance. As the seven-day deployment ended, the North Carolina command authority requested a seven-day extension due to the ongoing severe conditions and needs, as well as the excellent assistance provided by the Illinois responders. All members of the team agreed without hesitation to remain for the additional week.

Lt. Forsythe and the other team members assisted local, state, and federal responders with emergency response planning, maintaining command and control, re-establishing and maintaining operational readiness, providing communications, making rescues via boat and by land, evacuating victims, treating/moving medical patients, sheltering newly-homeless, removing hazards, accessing blocked-off neighborhoods, removing debris, searching for and recovering victims, providing humanitarian services, recordkeeping, and more.

The Teams returned to Illinois on October 10, 2024. Interestingly, on October 9th, before these water rescue teams were home, Illinois MABAS deployed fifteen fire engines and personnel to Florida to assist their responders with Hurricane Milton responses.

We are very proud of Lieutenant Forsythe and the other members of the water rescue teams that worked so hard, provided excellent and much-needed services, and represented our communities, the state, and the Illinois fire service so well. We also

thank their families for the sacrifices they made during those two weeks, supporting their loved ones and our departments' commitments to mutual aid.

FINANCIAL IMPACT

All costs related to Lieutenant Forsythe's response, including overtime and backfill, are reimbursed by FEMA as part of the disaster response framework.

RECOMMENDATION

We request that you join us in recognizing Lt. Forsythe's actions in providing excellent service to the victims of Hurricane Helene in North Carolina, and in representing our Village, Fire Department, and the Illinois Fire Service so well. A representative from MABAS-Illinois will be present at the November 18th Village Board meeting to present Lieutenant Forsythe with a Humanitarian Service Award.

ATTACHMENTS

None



AGENDA

Finance Committee
Regular Meeting
Village Hall

1900 Hassell Road, Hoffman Estates, IL 60169

November 25, 2024

Council Chambers

**Immediately following Finance
Committee**

1. **CALL TO ORDER/ROLL CALL**

2. **APPROVAL OF MINUTES**

3. **PUBLIC COMMENT**

4. **OLD BUSINESS**

5. **NEW BUSINESS**

A. Authorization to enter into a Licensed User Agreement with Ticketmaster, LLC for ticketing services at the NOW Arena.

6. **REPORTS**

A. Finance Department Monthly Report

B. Information Technology Department Monthly Report

C. NOW Arena Monthly Report

7. **PRESIDENT'S REPORT**

8. **ITEMS IN REVIEW**

9. **OTHER**

10. **ADJOURNMENT**

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.



AGENDA
Public Works & Utilities Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

November 25, 2024

Council Chambers

**Immediately Following Finance
Committee**

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
 - A. Authorization to:
 - a. waive formal bidding; and
 - b. purchase up to 4,080 tons of road salt through the 2024/25 State of Illinois joint purchasing contract with Morton Salt Inc., Chicago, IL in an amount not to exceed \$67.84 per ton (\$276,787 in total).
 - B. Authorization to:
 - a. waive formal bidding; and
 - b. purchase a replacement Flygt submersible pump for the WDA lift station from Xylem Water Solutions USA, Inc., Mokena, IL in an amount not to exceed \$84,950.50.
6. **REPORTS**
 - A. Public Works Department Monthly Report
 - B. Engineering Division Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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DRAFT



AGENDA
Public Health & Safety Committee
Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

November 25, 2024

Council Chambers

7:00 PM

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF MINUTES**
3. **PUBLIC COMMENT**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
6. **REPORTS**
 - A. Police Department Monthly Report
 - B. Health & Human Services Department Monthly Report
 - C. Emergency Management Division Monthly Report
 - D. Fire Department Monthly Report
7. **PRESIDENT'S REPORT**
8. **ITEMS IN REVIEW**
9. **OTHER**
10. **ADJOURNMENT**

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HOFFMAN ESTATES

GROWING TO GREATNESS

September 17, 2024

To: Mayor and Board of Trustees

TREASURER'S REPORT

August 2024

Attached hereto is the Treasurer's Report for the month of August 2024, summarizing total cash receipts and disbursements for the various funds of the Village.

For the Operating funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by \$5.5 million, primarily due to receipt of property taxes. After including these receipts and disbursements, the balance of cash and investments for the operating funds is \$84 million.

For the Operating, Debt Service and Capital Projects funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by \$6.5 million, primarily due to receipt of property taxes.

For the Trust Funds, cash receipts and transfers-in exceeded cash disbursements and transfers-out by \$7.5 million, primarily due to pension fund investment activity.

The total for cash and investments for all funds increased to \$334 million.

Respectfully Submitted,

Stan W. Helgerson
Village Treasurer

Attachment

TREASURER'S REPORT
FOR THE MONTH ENDING August 31, 2024

Fund	Beginning Balance	Receipts/ Transfers - In	Disbursements/ Transfers - Out	Amount in Cash	Amount Invested	Ending Balance
General (incl. Veterans' Mem)	\$ 36,812,061	\$ 8,874,469	\$ 5,757,693	\$ 23,951	\$ 39,904,886	\$ 39,928,837
Payroll Account	-	2,987,518	2,987,518	-	-	-
Petty Cash	2,100	-	-	2,100	-	2,100
Foreign Fire Ins. Board	272,743	-	-	272,743	-	272,743
Cash, Village Foundation	13,597	-	-	13,597	-	13,597
Cash, Fire Protection District	77,465	3,689	-	81,154	-	81,154
Motor Fuel Tax	1,163,236	204,406	187,593	42,487	1,137,561	1,180,049
Comm. Dev. Block Grant	50,887	11	-	50,899	-	50,899
Asset Seizure - Federal	247,802	-	40,954	206,848	-	206,848
Asset Seizure - State	381,264	282	-	319,431	62,115	381,546
Asset Seizure - Battle	1,003	5	-	-	1,007	1,007
Asset Seizure - U.S. Marshall	10,624	-	-	10,624	-	10,624
Municipal Waste System	339,411	304,454	79,469	223,868	340,528	564,396
Roselle Road TIF	2,834,114	105,678	7,390	51,743	2,880,660	2,932,402
Higgins/Hassell TIF	925,129	1,581	365	764,283	162,061	926,344
Barrington/Higgins TIF	1,670,741	7,121	-	67,060	1,610,802	1,677,862
Lakewood Center TIF	990,128	3,003	-	174,782	818,349	993,131
Higgins/Old Sutton TIF	98,348	326	-	16,025	82,649	98,674
Stonington/Pembroke TIF	15,906	2,143	18,049	-	-	-
Water & Sewer	19,280,532	2,303,454	2,220,605	6,768	19,356,613	19,363,381
NOW Operating	7,798,752	1,934,653	287,727	1,319,682	8,125,996	9,445,678
Insurance	3,202,793	224,139	207,603	35,071	3,184,259	3,219,330
Information Technology	1,926,468	497,230	184,368	403,552	1,835,779	2,239,331
Total Operating Funds	\$ 78,115,105	\$ 17,454,163	\$ 11,979,333	\$ 4,086,670	\$ 79,503,264	\$ 83,589,934
Debt Service						
2015 A & C G.O. Debt Serv.	\$ 649,800	\$ 752,713	\$ 477	\$ 750,523	\$ 651,513	\$ 1,402,036
2016 G.O. Debt Serv.	65,187	77,217	-	142,404	-	142,404
2018 G.O. Debt Serv.	804,202	426,239	-	769,058	461,383	1,230,441
2024 G.O. Debt Serv.	8,893,040	206,963	368,280	2,596	8,729,126	8,731,722
Total Debt Service Funds	\$ 10,412,229	\$ 1,463,132	\$ 368,757	\$ 1,664,582	\$ 9,842,022	\$ 11,506,604
Capital Projects Funds						
Central Road Imp.	\$ 58,208	\$ 74	\$ -	\$ 43,112	\$ 15,171	\$ 58,283
Hoffman Blvd Bridge Maintenance	297,839	1,143	-	10,974	288,008	298,982
Western Corridor	2,779,178	9,857	77,271	29,819	2,681,945	2,711,765
Traffic Improvement	18,695	-	-	18,695	-	18,695
Prairie Stone Capital	1,461,980	172,366	26,843	356,900	1,250,603	1,607,503
Road Improvements	1,689,168	551,293	622,121	172,820	1,445,520	1,618,340
Western Area Traff. Impr.	24,184	84	-	24,268	-	24,268
West Area Rd Impr. Impact Fee	1,313,850	5,646	-	44,327	1,275,169	1,319,496
Capital Improvements	1,383,156	293,791	428,073	62,728	1,186,146	1,248,874
Capital Vehicle & Equipment	940,689	294,004	114,850	282,847	836,996	1,119,843
Capital Replacement	7,292,203	31,761	166,667	33,413	7,123,883	7,157,297
Stormwater Management	314,086	48,171	52,981	309,276	-	309,276
2019 Captial Projects	897,021	20,535	-	10,032	907,524	917,556
Total Capital Proj. Funds	\$ 18,470,259	\$ 1,428,725	\$ 1,488,807	\$ 1,399,210	\$ 17,010,967	\$ 18,410,177
Total Operating, Debt Service and Capital Project Funds	\$ 106,997,593	\$ 20,346,020	\$ 13,836,897	\$ 7,150,462	\$ 106,356,254	\$ 113,506,715
Trust Funds						
Police Pension (July)	\$ 97,984,826	\$ 3,741,559	\$ 788,626	\$ 9,912	\$ 100,927,848	\$ 100,937,759
Firefighters Pension (July)	114,621,824	5,289,678	716,941	12,651	119,181,910	119,194,561
EDA Spec. Tax Alloc.	7,894	-	-	7,894	-	7,894
Total Trust Funds	\$ 212,614,544	\$ 9,031,236	\$ 1,505,566	\$ 30,456	\$ 220,109,758	\$ 220,140,214
GRAND TOTAL	\$ 319,612,137	\$ 29,377,256	\$ 15,342,463	\$ 7,180,918	\$ 326,466,011	\$ 333,646,929