



Village Board of Trustees
Village Board Room
1200 L.W. Besinger Drive
Carpentersville, IL 60110

AGENDA

Regular Meeting

6:00 p.m.

February 17, 2026

Join Zoom Meeting: ([hyperlink](#))

Meeting ID: 824 1459 1376

Passcode: 60110

Dial by your location

Note - Anyone who wishes to make a public comment should attend the meeting in person at Village Hall.

The Village of Carpentersville is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village at 224-293-1625 to allow the Village to make reasonable accommodations for those persons.

- I. Call to Order**
- II. Roll Call for Attendance**
- III. Pledge of Allegiance**
- IV. Proclamations, Congratulatory Resolutions, and Awards**
- V. Appointments, Confirmations, and Administration of Oaths**
 - A. Badge Pinning Ceremony for Deputy Chief Greg Poulos

VI. Public Comment (Keep comments to 5 minutes or less.)

VII. Consent Agenda

All items listed on the Consent Agenda will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the item will be removed from the general order of business and considered in its normal sequence on the agenda.

A. Approval of Bills

- Fiscal Year 2025 Bills List \$ 401,884.52 ([view](#))
- Fiscal Year 2026 Bills List \$ 1,839,025.01 ([view](#))

B. Approval of Minutes

- Regular Board Meeting February 3, 2026 ([view](#))

C. Approval of a Special Event Permit Application, Temporary Liquor License and Fee Waiver Request, AACA 75th Annual Illinois Region Car Show, July 19, 2026 ([view](#))

D. Approval of a Resolution Approving the Adoption of Amended Rules and Regulations of the Board of Fire and Police Commissioners, Village of Carpentersville ([view](#))



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Village Board Room
1200 L.W. Besinger Drive
Carpentersville, IL 60110

AGENDA

Regular Meeting

6:00 p.m.

February 17, 2026

- E. Approval of an Ordinance Authorizing the Disposal of Items of Personal Property Owned by the Village of Carpentersville [\(view\)](#)
- F. Approval of an Ordinance Approving Agreement with Cordogan Clark & Associates for the Design and Construction of the Village Hall/Police Station Upgrade and Remodel Project, Subject to a Guaranteed Maximum Price to be Determined Following Final Design [\(view\)](#)
- G. Approval of an Ordinance Amending Title 16 (Zoning), Chapter 16.16 (Commercial Districts), Section 16.16.040.J. (Supplemental Review Standards), and Title 16 (Zoning), Chapter 16.17 (Manufacturing Districts), Section 16.17.030.C. Supplemental Review Standards), to Limit the Number of Adult Use Cannabis Dispensing Organizations Within the Village [\(view\)](#)

VIII. Old Business

IX. New Business

- A. Approval of a Resolution Approving an Agreement for Phase III Construction Engineering Services for the Riverfront Park Western Site/Civil Improvements with HR Green, Inc. of McHenry, Illinois in the Amount of \$199,402.00 [\(view\)](#)
- B. Approval of a Resolution Accepting a Professional Services Agreement for Phase II Engineering Design for Improvements to Booster Stations No. 1 and No. 2 and for a Redundant Water Main Feed with Baxter & Woodman, Inc. in the Amount Not to Exceed \$249,800.00 [\(view\)](#)

X. Reports of Manager and Staff

- A. Presentation of Newly Launched Economic Development Webpage

XI. Trustee and Committee Reports

XII. Closed Session

XIII. Discussion Concerning Other Village Business

XIV. Adjournment



AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting February 17, 2026

Bills List: Fiscal Year End 12/31/2025

Staff Contact: Ben Mason, Finance Department

RECOMMENDATION

Approval of the attached bills list.

<u>FUND</u>	<u>DEPARTMENT</u>	<u>TOTALS</u>
001110	ADMINISTRATION	2,329.81
001113	GENERAL SERVICES	1,000.00
001140	ENGINEERING	153.74
001220	PARKS	865.00
001370	STREET DEPARTMENT	33,639.59
001372	VEHICLE MAINTENANCE	30.69
001445	COMMUNITY DEVELOPMENT	45.00
001560	FIRE	2,838.75
100110	ADMINISTRATION	78.27
100382	WATER FACILITIES	8,776.43
100392	WASTEWATER FACILITIES	29,388.50
100393	SEWER UNDERGROUND	25,109.45
299370	STREET CAPITAL IMPROVEMENTS	139,135.78
803189	TIF #3 ROUTE 25	10,577.44
805189	TIF #5 OLD TOWN/RTE 31	1,338.75
998099	RISK MANAGEMENT	146,577.32
	12/31/25 BILLS PAYABLE	\$ 401,884.52
	Advanced Payment List	\$ -
	Bills List Total	\$ 401,884.52
	TOTAL DISBURSEMENTS	\$ 401,884.52

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
ABC MECHANICAL LLC				
PULLED PUMP FOR REBUILD, NEW MOTOR IMPELLER	WASTEWATER FACILITIES	100392-52323-	MAINTENANCE EQUIPMENT	2,615.00
Vendor Total 2,615.00				

ADVANCED AUTOMATION & CONTROLS

SCADA WELL TRANSDUCER DISPLAY, PORT, POWER SUPPLY	WATER FACILITIES	100382-52190-	PROFESSIONAL SERVICE	2,461.43
Vendor Total 2,461.43				

B&F CONSTRUCTION CODE SERVICES INC

INSPECTION SERVICES/825 ACORN	COMMUNITY DEVELOPMENT	001445-52190-	PROFESSIONAL SERVICE	45.00
Vendor Total 45.00				

BODE SUPPLY CO

HAZARDOUS TREE REMOVAL - KEITH ANDRES PARK	PARKS	001220-52740-	TREE/LAWN CARE	865.00
Vendor Total 865.00				

BODE SUPPLY CO

REMOVE HAZARDOUS TREE - 3121 WAKEFIELD DRIVE	STREET DEPARTMENT	001370-52740-	TREE/LAWN CARE	1,160.00
Vendor Total 1,160.00				

BODE SUPPLY CO

TREE REMOVAL - BOOSTER #2	WATER FACILITIES	100382-52310-	MAINT BUILDING & GROUNDS	2,800.00
Vendor Total 2,800.00				

CEPAMERICA ILLINOIS LLP

Post-incident Hospital Visit - Martinez	ADMINISTRATION	001110-52155-	DRUG SCREENING	932.00
Post-incident Hospital Visit - Wilk	ADMINISTRATION	001110-52155-		932.00
Vendor Total 1,864.00				

CLAUSS BROTHERS INC

PROFESSIONAL SERVICE

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
VH SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		326.22
FIRE STATIONS SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		427.61
PROVIDENCE 1 & 2 SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		552.15
VH SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		644.73
FIRE STATIONS SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		849.73
PROVIDENCE 1 & 2 SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		956.62
VH SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		1,650.96
VH SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		1,949.62
CUL-DE-SAC SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		7,154.84
CUL-DE-SAC SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		13,262.67

Vendor Total 27,775.15

DOOR SYSTEMS ASSA ALBOY US INC

Invoice Description	Department	Account Number	Account Description	Amount
SECTIONAL OVERHEAD DOOR REPAIR	STREET DEPARTMENT	001370-52310-	MAINT BUILDING & GROUNDS	2,623.20

Vendor Total 2,623.20

ENGINEERING ENTERPRISES INC

Invoice Description	Department	Account Number	Account Description	Amount
WELL #8 REHAB	WATER FACILITIES	100382-52190-	PROFESSIONAL SERVICE	125.50
RIVER'S END LIFT STATION	WATER FACILITIES	100382-55799-		572.00

Vendor Total 697.50

ENGINEERING ENTERPRISES INC

Invoice Description	Department	Account Number	Account Description	Amount
RIVER'S END LIFT STATION	WASTEWATER FACILITIES	100392-55799-	IMPROVEMENTS	572.00

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
WWTF GENERATOR ADDITION - FINAL DESIGN	WASTEWATER FACILITIES	100392-56302-72068		15,000.00
RIVER'S END #16 LIFT STATON MODIFICATIONS	WASTEWATER FACILITIES	100392-56302-72088		5,566.50
Vendor Total 21,138.50				

ENGINEERING ENTERPRISES INC

Invoice Description	Department	Account Number	Account Description	Amount
RIVER'S END LIFT STATION	SEWER UNDERGROUND	100393-55799-	IMPROVEMENTS	572.00
SILVERSTONE LS AND FORCEMAIN MODIFICATIONS	SEWER UNDERGROUND	100393-56302-72078		20,150.00
Vendor Total 20,722.00				

EXPLORE INFORMATION SERVICES LLC

Invoice Description	Department	Account Number	Account Description	Amount
Driver's License Monitoring Dec 2025	ADMINISTRATION	001110-52190-HR	PROFESSIONAL SERVICE	214.56
Vendor Total 214.56				

EXPLORE INFORMATION SERVICES LLC

Invoice Description	Department	Account Number	Account Description	Amount
Driver's License Monitoring Dec 2025	ADMIN	100110-52190-HR	PROFESSIONAL SERVICE	71.52
Vendor Total 71.52				

FEDERAL EXPRESS CORPORATION

Invoice Description	Department	Account Number	Account Description	Amount
2026 TREE TRIMMING CONTRACT DOCS	STREET DEPARTMENT	001370-52740-	TREE/LAWN CARE	7.24
Vendor Total 7.24				

HR GREEN

Invoice Description	Department	Account Number	Account Description	Amount
GENERAL CONSULTING 12/1/25-12/31/25	STREET DEPARTMENT	001370-52190-	PROFESSIONAL SERVICE	2,074.00
Vendor Total 2,074.00				

HR GREEN

Invoice Description	Department	Account Number	Account Description	Amount
FOX RIVER CROSSING DESIGN 12/13/25-1/16/26	WATER FACILITIES	100382-56302-72093	PHASE II ENGINEERING	2,817.50
Vendor Total 2,817.50				

HR GREEN

PHASE II ENGINEERING

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
FOX RIVER CROSSING DESIGN 12/13/25-1/16/26	WASTEWATER FACILITIES	100392-56302-72093		5,635.00
Vendor Total 5,635.00				

HR GREEN

MENARDS/HUNTLEY ROAD RI/RO 10/25/25-12/31/25	STREET CAPITAL IMPROVEMENTS	299370-56302-72073	PHASE II ENGINEERING	14,240.23
OLD TOWN PH III PHASE 1B LORD - 12/1/25-12/31/25	STREET CAPITAL IMPROVEMENTS	299370-56302-72079		6,083.44
Vendor Total 20,323.67				

HR GREEN

LW BESINGER PH III ENGINEERING 8/28/25-12/31/25	TIF #3 ROUTE 25	803189-56303-72047	PHASE III ENGINEERING	10,577.44
Vendor Total 10,577.44				

HR GREEN

RIVERFRONT CROSSING PARK PHASE II DESIGN	TIF #5 OLD TOWN/RTE 31	805189-56302-72066	PHASE II ENGINEERING	1,338.75
Vendor Total 1,338.75				

ILLINOIS PUBLIC RISK FUND

Workers Comp Invoices for Claims	RISK MANAGEMENT	998099-52206-	WORKER'S COMP DED/CLAIMS	146,577.32
Vendor Total 146,577.32				

ILLINOIS STATE POLICE

Pre-employment fingerprinting for HR & Fire	ADMINISTRATION	001110-52104-	PRE-EMPLOYMENT SCREENINGS/EXAM	101.25
Vendor Total 101.25				

ILLINOIS STATE POLICE

Pre-employment fingerprinting for HR & Fire	ADMIN	100110-52104-	PRE-EMPLOYMENT SCREENINGS/EXAM	6.75
Vendor Total 6.75				

IMAGE SYSTEMS & BUSINESS SOLUTIONS LLC

SUPPLIES - OFFICE

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
PLOTTER MAINTENANCE 2025	ENGINEERING	001140-53620-		153.74

Vendor Total 153.74

JULIE INC

2025 JULIE LOCATES	SEWER UNDERGROUND	100393-52190-	PROFESSIONAL SERVICE	4,285.50
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Vendor Total 4,285.50

MENARDS

BRICK HAMMERS & WRENCH	SEWER UNDERGROUND	100393-53110-	MATERIALS - MAINTENANCE	101.95
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Vendor Total 101.95

PAHCS II

Wellness Flu Vaccines 2025	GENERAL SERVICES	001113-51130-	WELLNESS PROGRAM	1,000.00
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Vendor Total 1,000.00

SCHROEDER ASPHALT SERVICES INC

2025 ANNUAL RESURFACING PROJECT	STREET CAPITAL IMPROVEMENTS	299370-56403-72035	PHASE III CONSTRUCTION	118,812.11
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Vendor Total 118,812.11

THE JEAN ROSS COMPANY

ANNUAL AERIAL INSPECTION	FIRE	001560-52190-	PROFESSIONAL SERVICE	1,400.00
GROUND LADDER TESTING	FIRE	001560-52190-		1,438.75

Vendor Total 2,838.75

UNIFORM OUTLET INC

Village Apparel - HR, Admin, & Public Works	ADMINISTRATION	001110-53651-	CLOTHING	150.00
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Vendor Total 150.00

WAREHOUSE DIRECT

VEHICLE CLEAR TAG HOLDER & KEY RINGS	VEHICLE MAINTENANCE	001372-53630-	OPERATING SUPPLIES	30.69
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BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
				Vendor Total 30.69

GRAND TOTAL: \$401,884.52



AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting February 17, 2026
Bills List: Fiscal Year End 12/31/2026
Staff Contact: Ben Mason, Finance Department

RECOMMENDATION

Approval of the attached bills list.

<u>FUND</u>	<u>DEPARTMENT</u>	<u>TOTALS</u>
001	GENERAL FUND	1,300.00
001110	ADMINISTRATION	4,157.29
001111	FINANCE	433.14
001112	INFORMATION TECHNOLOGY	8,915.82
001113	GENERAL SERVICES	235,220.40
001115	BUILDING MAINTENANCE	3,107.81
001140	ENGINEERING	76.87
001220	PARKS	115.64
001370	STREET DEPARTMENT	14,905.35
001372	VEHICLE MAINTENANCE	43,476.83
001509	FIRE AND POLICE COMMISSION	23.38
001550	POLICE	9,325.03
001560	FIRE	8,582.71
100	WATER AND SEWER FUND	46.58
100110	ADMINISTRATION	101.16
100111	FINANCE	5,119.91
100370	WATER & SEWER CAPITAL	147,073.85
100382	WATER FACILITIES	6,970.85
100392	WASTEWATER FACILITIES	18,586.50
100393	SEWER UNDERGROUND	13,329.20
235370	PW CERF	84,726.29
400370	MFT FUNDED EXPENDITURES	50,267.59
998	INSURANCE	24,277.22
998098	HEALTH INSURANCE	1,427.58
998099	RISK MANAGEMENT	72,726.17
	2/17/26 BILLS PAYABLE	\$ 754,293.17
	Advanced Payment List	\$ 29,665.44
	Bills List Total	\$ 724,627.73
	Payroll 2/6/26	\$ 1,084,731.84
	TOTAL DISBURSEMENTS	\$ 1,839,025.01

**ADVANCED PAYMENT
MEETING DATE: 02/17/2026**

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
KANE COUNTY TREASURER				
REMIT COUNTY BOND MONEY	GENERAL FUND	001-22760-	DUE TO CIRCUIT CLERK	300.00
Vendor Total				300.00

QUADIENT INC

REPLENISH POSTAGE METER	GENERAL FUND	001-13150-	PREPAID POSTAGE	1,000.00
Vendor Total				1,000.00

UNITED STATES POSTAL SERVICE

FEBRUARY 2026 UTILITY BILLS	FINANCE	001111-52157-	POSTAGE MAILING	318.88
Vendor Total				318.88

UNITED STATES POSTAL SERVICE

FEBRUARY 2026 UTILITY BILLS	FINANCE	100111-52157-	POSTAGE MAILING	3,769.34
Vendor Total				3,769.34

WAGeworks INC

HSA020226	INSURANCE	998-21910-	FLEX COMP.PAYABLE MEDICAL	1,659.30
HSA012626	INSURANCE	998-21910-	FLEX COMP.PAYABLE MEDICAL	3,445.75
HSA020926	INSURANCE	998-21910-	FLEX COMP.PAYABLE MEDICAL	4,435.37
HSA010826	INSURANCE	998-21910-	FLEX COMP.PAYABLE MEDICAL	12,495.20

**ADVANCED PAYMENT
MEETING DATE: 02/17/2026**

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
HSA010826	INSURANCE	998-21920-	FLEX COMP.PAYABLE CHILD CARE	2,241.60

Vendor Total 24,277.22

GRAND TOTAL: \$29,665.44

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
3SI SECURITY SYSTEMS INC				
Short-Term SBITA - Ensurity V3 Tracker	INFORMATION TECHNOLOGY	001112-52190-IT50	PROFESSIONAL SERVICE	600.00
				Vendor Total 600.00
ABC MECHANICAL LLC				
REBUILD PUMP #1 - FORESTVIEW	WASTEWATER FACILITIES	100392-52323-	MAINTENANCE EQUIPMENT	8,760.00
				Vendor Total 8,760.00
ABT ELECTRONICS & APPLIANCES				
TV MOUNT ST93/IPAD A94	INFORMATION TECHNOLOGY	001112-53606-IT60	MINOR TOOLS - EQUIPMENT	214.00
				Vendor Total 214.00
ABT ELECTRONICS & APPLIANCES				
TV MOUNT ST93/IPAD A94	FIRE	001560-53796-	SUPPLIES - MEDICAL	452.00
				Vendor Total 452.00
ACCURATE BACKGROUND LLC				
BACKGROUND SCREENING	FIRE AND POLICE COMMISSION	001509-52190-	PROFESSIONAL SERVICE	23.38
				Vendor Total 23.38
ACME TRUCK BRAKE & SUPPLY CO.				
FUEL CAP	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	92.74
				Vendor Total 92.74
ADVANCED AUTOMATION & CONTROLS				
SCADA & PLC MODIFICATIONS	WATER FACILITIES	100382-52190-	PROFESSIONAL SERVICE	360.00
				Vendor Total 360.00
ADVANCED AUTOMATION & CONTROLS				
REPLACED UPS FOR SCADA #10	WASTEWATER FACILITIES	100392-52323-	MAINTENANCE EQUIPMENT	240.00

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
Vendor Total 240.00				
AEP ENERGY INC			ELECTRICITY - STREET LIGHTS	
3013133539 1200 LW BESINGER 12/18/25-1/21/26	MFT FUNDED EXPENDITURES	400370-52404-		47.56
3013133517 207 RIVERSVIEW DR. 12/18/25-1/21/26	MFT FUNDED EXPENDITURES	400370-52404-		63.44
3021259830 139 BOLZ RD. 12/16/25-1/17/26	MFT FUNDED EXPENDITURES	400370-52404-		64.56
3013133506 SPRING ST 12/17/25-1/20/26	MFT FUNDED EXPENDITURES	400370-52404-		73.59
3013133494 1501 NORTHLAKE PKWY 12/17/25-1/20/26	MFT FUNDED EXPENDITURES	400370-52404-		79.25
3013133483 325 MAPLE AVE. 12/18/25-1/21/26	MFT FUNDED EXPENDITURES	400370-52404-		85.50
3013133438 STREET LIGHTS 12/23/25-1/26/26	MFT FUNDED EXPENDITURES	400370-52404-		101.97
3013133450 450 MAPLE 12/18/25-1/21/26	MFT FUNDED EXPENDITURES	400370-52404-		128.08
3013133461 STREET LIGHTS 12/16/25-1/17/26	MFT FUNDED EXPENDITURES	400370-52404-		132.72
3013133528 MAIN ST 12/17/25-1/20/26	MFT FUNDED EXPENDITURES	400370-52404-		151.48
3013133427-01-26	MFT FUNDED EXPENDITURES	400370-52404-		2,018.25
Vendor Total 2,946.40				

AIR ONE EQUIPMENT INC

			CLOTHING	
PPE / LT BOLLIGER	FIRE	001560-53651-		25.00
PPE / FF DAVIS	FIRE	001560-53651-		65.00
PPE / FF ENGELKING	FIRE	001560-53651-		145.00
PPE / FF CZERNIAK	FIRE	001560-53651-		159.95
Vendor Total 394.95				

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
AL PIEMONTE CHEVROLET				
REPLACE INJECTORS CHF9	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	4,000.01
				Vendor Total 4,000.01

AL WARREN OIL CO

UNLEADED & DIESEL FUEL, AST FOR UNLEADED	VEHICLE MAINTENANCE	001372-53607-	FUEL	23,805.53
				Vendor Total 23,805.53

ALFA LAVAL INC

SPRING GBT VALVE	WASTEWATER FACILITIES	100392-52323-	MAINTENANCE EQUIPMENT	102.60
				Vendor Total 102.60

AT & T MOBILITY II LLC

JAN 2026 MONTHLY MOBILE PHONE	INFORMATION TECHNOLOGY	001112-52410-IT11	COMMUNICATIONS	84.66
JAN 2026 MONTHLY MOBILE PHONE	INFORMATION TECHNOLOGY	001112-52410-IT12		199.47
JAN 2026 MONTHLY MOBILE PHONE	INFORMATION TECHNOLOGY	001112-52410-IT45		432.51
JAN 2026 MONTHLY MOBILE PHONE	INFORMATION TECHNOLOGY	001112-52410-IT50		1,163.90
JAN 2026 MONTHLY MOBILE PHONE	INFORMATION TECHNOLOGY	001112-52410-IT60		590.45
JAN 2026 MONTHLY MOBILE PHONE	INFORMATION TECHNOLOGY	001112-52410-IT70		488.70
JAN 2026 MONTHLY MOBILE VOICE	INFORMATION TECHNOLOGY	001112-52410-IT82		482.03
JAN 2026 MONTHLY MOBILE PHONE	INFORMATION TECHNOLOGY	001112-52410-IT92		213.38
				Vendor Total 3,655.10

BEST WAY INC

EAR PLUGS	STREET DEPARTMENT	001370-53630-	OPERATING SUPPLIES	86.37
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BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
				Vendor Total 86.37
BODE SUPPLY CO				
EASEMENT CLEARING - BESINGER WOODS	SEWER UNDERGROUND	100393-52742-	EASEMENT MAINTENANCE	4,900.00
				Vendor Total 4,900.00
BONNELL INDUSTRIES INC				
SALT SPINNER DISCS	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	302.98
PLOW CYLINDERS & AUGER MOTOR	VEHICLE MAINTENANCE	001372-52333-		4,911.94
				Vendor Total 5,214.92
BONNELL INDUSTRIES INC				
UPFITTING - 2026 PETERBILT 548 SNOWPLOW PACKAGE	WATER SEWER CAPITAL	100370-55745-	VEHICLES CERF	147,073.85
				Vendor Total 147,073.85
BONNELL INDUSTRIES INC				
UPFITTING - 2026 FORD F550 WITH SNOWPLOW PACKAGE	PW CERF	235370-55745-	VEHICLES	84,726.29
				Vendor Total 84,726.29
CALLYO 2009 CORP				
Short-Term SBITA - Callyo Plus 3	INFORMATION TECHNOLOGY	001112-52190-IT50	PROFESSIONAL SERVICE	3,120.00
				Vendor Total 3,120.00
CARDIO PARTNERS INC				
CPR BLS INSTRUCTOR MANUAL	FIRE	001560-53790-EMS	SUPPLIES - CPR	51.50
				Vendor Total 51.50
CARGILL SALT DIVISION				
ROAD SALT	MFT FUNDED EXPENDITURES	400370-53779-	SUPPLIES-SALT&CALCIUM CHLORIDE	4,747.80

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
ROAD SALT	MFT FUNDED EXPENDITURES	400370-53779-		4,827.56
ROAD SALT	MFT FUNDED EXPENDITURES	400370-53779-		4,944.84
ROAD SALT	MFT FUNDED EXPENDITURES	400370-53779-		4,949.53
ROAD SALT	MFT FUNDED EXPENDITURES	400370-53779-		4,983.31
ROAD SALT	MFT FUNDED EXPENDITURES	400370-53779-		5,063.06
ROAD SALT	MFT FUNDED EXPENDITURES	400370-53779-		9,615.69

Vendor Total 39,131.79

CHICAGO PARTS AND SOUND ENTERPRISES

Invoice Description	Department	Account Number	Account Description	Amount
CORE CREDIT	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	-121.00
SOLENOID	VEHICLE MAINTENANCE	001372-52333-		101.94
BATTERIES	VEHICLE MAINTENANCE	001372-52333-		356.22
BATTERIES	VEHICLE MAINTENANCE	001372-52333-		415.80
BATTERIES	VEHICLE MAINTENANCE	001372-52333-		419.40

Vendor Total 1,172.36

CINTAS CORPORATION

Invoice Description	Department	Account Number	Account Description	Amount
WASTEWATER FIRST AID	WASTEWATER FACILITIES	100392-52190-	PROFESSIONAL SERVICE	209.36

Vendor Total 209.36

CLAUSS BROTHERS INC

Invoice Description	Department	Account Number	Account Description	Amount
SNOW PLOW SERVICES - VILLAGE HALL	STREET DEPARTMENT	001370-52190-	PROFESSIONAL SERVICE	326.22
VH - SIDEWALK DE-ICING	STREET DEPARTMENT	001370-52190-		362.22

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
SNOW PLOW SERVICES - FIRE STATIONS	STREET DEPARTMENT	001370-52190-		427.61
SNOW PLOW SERVICES - FIRE STATIONS	STREET DEPARTMENT	001370-52190-		427.61
SNOW PLOWING SERVICES - PROVIDENCE 1 & 2	STREET DEPARTMENT	001370-52190-		552.15
SNOW PLOW SERVICES - PROVIDENCE 1 & 2	STREET DEPARTMENT	001370-52190-		552.15
SNOW PLOW SERVICES - VILLAGE HALL	STREET DEPARTMENT	001370-52190-		644.73
SNOW PLOWING SERVICES - VILLAGE HALL	STREET DEPARTMENT	001370-52190-		644.73
SNOW PLOWING SERVICES - VILLAGE HALL	STREET DEPARTMENT	001370-52190-		644.73
SNOW PLOW SERVICES - VILLAGE HALL	STREET DEPARTMENT	001370-52190-		644.73
VH - SNOW REMOVAL SERVICES	STREET DEPARTMENT	001370-52190-		644.73
SNOW PLOW SERVICES - VILLAGE HALL	STREET DEPARTMENT	001370-52190-		988.59
SNOW PLOW SERVICES - VILLAGE HALL	STREET DEPARTMENT	001370-52190-		1,314.81

Vendor Total 8,175.01

CORE & MAIN LP

ACTUATOR FOR SOFTENERS	WATER FACILITIES	100382-52323-	MAINTENANCE EQUIPMENT	1,277.00
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Vendor Total 1,277.00

CUSTOM PRODUCTS CORP

ALUMINUM SIGN BLANKS	STREET DEPARTMENT	001370-53630-	OPERATING SUPPLIES	1,776.41
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Vendor Total 1,776.41

DINGES PARTNERS GROUP LLC

TRAINING SUPPLIES	FIRE	001560-53795-	SUPPLIES - FIRE TRAINING	2,710.98
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Vendor Total 2,710.98

BILLS LIST
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VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
DIVE RIGHT IN SCUBA				
WATER TEAM EQUIPMENT	FIRE	001560-53630-WTRES	OPERATING SUPPLIES	1,438.82
Vendor Total 1,438.82				

ELGIN KEY AND LOCK COMPANY INC

VH - PADLOCK	BUILDING MAINTENANCE	001115-52310-	MAINT BUILDINGS & GROUNDS	22.57
Vendor Total 22.57				

ELGIN KEY AND LOCK COMPANY INC

GAS PUMP KEYS	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	32.00
Vendor Total 32.00				

EXPLORE INFORMATION SERVICES LLC

Driver's License Monitoring Jan 2026	ADMINISTRATION	001110-52190-HR	PROFESSIONAL SERVICE	228.49
Vendor Total 228.49				

EXPLORE INFORMATION SERVICES LLC

Driver's License Monitoring Jan 2026	ADMIN	100110-52190-HR	PROFESSIONAL SERVICE	76.16
Vendor Total 76.16				

FASTSIGNS

Name Plate for Commissioner Schmitendorf	ADMINISTRATION	001110-53620-	SUPPLIES - OFFICE	50.30
Vendor Total 50.30				

FASTSIGNS

SIGN MAKING MATERIALS	STREET DEPARTMENT	001370-53630-	OPERATING SUPPLIES	93.50
Vendor Total 93.50				

FIELDS OUTDOOR ADVENTURES LLP

12 GAUGE BEANBAG	POLICE	001550-53630-	OPERATING SUPPLIES	1,600.00
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BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
Vendor Total 1,600.00				
FIVE STAR SAFETY EQUIPMENT INC				
P100 MASK FOR AMBULANCES	FIRE	001560-53796-	SUPPLIES - MEDICAL	768.00
Vendor Total 768.00				
G W BERKHEIMER CO INC				
FS93 - HVAC MATERIAL	BUILDING MAINTENANCE	001115-52310-	MAINT BUILDINGS & GROUNDS	41.00
Vendor Total 41.00				
GARVEY'S OFFICE PRODUCTS				
DESK CALENDARS FOR SGT.	POLICE	001550-53620-	SUPPLIES - OFFICE	20.97
Vendor Total 20.97				
GENUINE PARTS COMPANY INC				
CREDIT FOR RETURN	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	-339.65
FUEL FILTER	VEHICLE MAINTENANCE	001372-52333-		6.38
SPARK PLUG	VEHICLE MAINTENANCE	001372-52333-		6.51
NON-FOULER	VEHICLE MAINTENANCE	001372-52333-		7.81
LIGHTS	VEHICLE MAINTENANCE	001372-52333-		8.46
ADAPTER	VEHICLE MAINTENANCE	001372-52333-		10.08
FILTER	VEHICLE MAINTENANCE	001372-52333-		24.08
BRAKE FLUID	VEHICLE MAINTENANCE	001372-52333-		24.98
ACTUATOR	VEHICLE MAINTENANCE	001372-52333-		25.61
AIR FILTER	VEHICLE MAINTENANCE	001372-52333-		41.62

BILLS LIST
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VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
HOOD LATCHES	VEHICLE MAINTENANCE	001372-52333-		101.18
SPARK PLUGS & BLOWER MOTOR	VEHICLE MAINTENANCE	001372-52333-		121.39
FILTERS & SPARK PLUGS	VEHICLE MAINTENANCE	001372-52333-		125.76
PARTS FOR POLICE NISSAN SENTRA	VEHICLE MAINTENANCE	001372-52333-		616.29
FUEL TANK TOOL	VEHICLE MAINTENANCE	001372-53606-		46.55
Vendor Total				827.05

GRAINGER

PW - PRESSURE WASHER HOSE	STREET DEPARTMENT	001370-52310-	MAINT BUILDING & GROUNDS	-290.42
Vendor Total				-290.42

GRAINGER

BRINE PUMP PARTS	WATER FACILITIES	100382-53630-	OPERATING SUPPLIES	77.91
Vendor Total				77.91

GRAINGER

CENTER DRIVE CABINET HEATER	WASTEWATER FACILITIES	100392-53113-	SUPPLIES - LIFT STATION	560.31
TOOL BAG, DOOR LATCH	WASTEWATER FACILITIES	100392-53630-		181.37
TORPEDO HEATER	WASTEWATER FACILITIES	100392-53630-		417.83
Vendor Total				1,159.51

GROOT INC

JANUARY 2026 REFUSE, RECYCLING	GENERAL SERVICES	001113-52156-	REFUSE - RESIDENTIAL	235,220.40
Vendor Total				235,220.40

GROOT INC

REFUSE DISPOSAL

BILLS LIST
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VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
PW 20 YARD DUMPSTER SERVICE	STREET DEPARTMENT	001370-52156-		1,702.34
Vendor Total 1,702.34				

HARVEST MEDIA

ENVELOPES AND BUSINESS CARDS	POLICE	001550-52153-	PRINTING	480.00
Vendor Total 480.00				

HAWKINS INC

CHEMICAL DELIVERY	WATER FACILITIES	100382-53777-	CHEMICALS	2,339.30
Vendor Total 2,339.30				

HD SUPPLY INC

PIPETTE TIPS	WASTEWATER FACILITIES	100392-53630-	OPERATING SUPPLIES	110.67
Vendor Total 110.67				

HEARTLAND BUSINESS SYSTEMS

REMOTE SUPPORT FIREWALL	INFORMATION TECHNOLOGY	001112-52999-IT12	CONTRACTUAL - OTHER	440.00
Vendor Total 440.00				

HOPKINS FORD OF ELGIN

PEDALS	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	149.24
Vendor Total 149.24				

ILLINOIS MUNICIPAL LEAGUE

IML 2026 Membership Dues	ADMINISTRATION	001110-52013-	DUES & SUBSCRIPTIONS	2,500.00
Vendor Total 2,500.00				

ILLINOIS PUBLIC RISK FUND

W.C. & Admin Fees - March 2026	RISK MANAGEMENT	998099-52205-	WORKER'S COMPENSATION PREMIUM	12,498.00
Vendor Total 12,498.00				

BILLS LIST
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VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
ILLINOIS TACTICAL OFFICERS ASSOC				
TRAINING/ DEPINTO	POLICE	001550-52163-	TRAINING/MEETINGS	375.00
TRAINING/ DEPINTO	POLICE	001550-52163-		425.00
Vendor Total				800.00

IMAGE SYSTEMS & BUSINESS SOLUTIONS LLC

PLOTTER MAINTENANCE FOR 2026	ENGINEERING	001140-53620-	SUPPLIES - OFFICE	76.87
Vendor Total				76.87

INSURANCE PROGRAM MANAGERS GROUP LLC

W.C. Settlement Funding - Szekeres	RISK MANAGEMENT	998099-52206-	WORKER'S COMP DED/CLAIMS	60,228.17
Vendor Total				60,228.17

JOE JOHNSON EQUIPMENT LLC

NEW COIL BURNER FOR VAC	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	4,684.85
Vendor Total				4,684.85

JOSEPH J SHIVLEY

March 2026 PSEBA Reimbursement - Shively/Crandall	HEALTH INSURANCE	998098-51124-	HEALTH INSURANCE - PSEBA	346.00
Vendor Total				346.00

K-TECH SPECIALTY COATINGS INC

DE-ICING LIQUID - SNOW/ICE CONTROL (SOLE SOURCE)	MFT FUNDED EXPENDITURES	400370-53779-	SUPPLIES-SALT&CALCIUM CHLORIDE	8,189.40
Vendor Total				8,189.40

LAN ELECTRIC INC

CENTRIFUGE CONVEYOR REPAIR	WASTEWATER FACILITIES	100392-52323-	MAINTENANCE EQUIPMENT	1,793.54
Vendor Total				1,793.54

BILLS LIST
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VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
LERMI				
2026 LERMI MEMBERSHIP -WEBB	POLICE	001550-52013-	DUES & SUBSCRIPTIONS	40.00
Vendor Total				40.00

MEADE ELECTRIC COMPANY INC

TRAFFIC SIGNAL MAINTENANCE JANUARY 2026	STREET DEPARTMENT	001370-52330-	MAINTENANCE-TRAFFIC SIGNAL	619.38
Vendor Total				619.38

MENARDS

FS93 - PLUMBING FITTINGS	BUILDING MAINTENANCE	001115-52310-	MAINT BUILDINGS & GROUNDS	12.29
FS92 -ELECTRICAL CONDUIT, TOOLS- MASONRY DRILL BIT	BUILDING MAINTENANCE	001115-52310-		17.58
FS93 - PAINTING SUPPLIES	BUILDING MAINTENANCE	001115-52310-		27.48
FS92 - ELECTRICAL SUPPLIES	BUILDING MAINTENANCE	001115-52310-		61.68
FS92 -ELECTRICAL CONDUIT, TOOLS- MASONRY DRILL BIT	BUILDING MAINTENANCE	001115-53630-		89.98
Vendor Total				209.01

MENARDS

CARB CLEANER & LOCATIONS	STREET DEPARTMENT	001370-53630-	OPERATING SUPPLIES	17.14
CARPET CLEANER	STREET DEPARTMENT	001370-53630-		17.91
SHOP SUPPLIES & HEARING PROTECTION	STREET DEPARTMENT	001370-53630-		52.72
HOLIDY WREATH HARDWARE	STREET DEPARTMENT	001370-53630-		69.78
DRILL BITS & PIPE	STREET DEPARTMENT	001370-53630-		119.66
Vendor Total				277.21

MENARDS

MAINTENANCE - VEHICLES

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
BLANKET FOR GAS PUMPS	VEHICLE MAINTENANCE	001372-52333-		16.97
PIPE FITTINGS	VEHICLE MAINTENANCE	001372-52333-		51.97
DE-GREASER GLUE	VEHICLE MAINTENANCE	001372-52333-		52.92
Vendor Total 121.86				

MENARDS

Invoice Description	Department	Account Number	Account Description	Amount
SPACE HEATERS FOR FILTER ROOM & TIE DOWNS	WATER FACILITIES	100382-52310-	MAINT BUILDING & GROUNDS	176.01
BLEACH, CLEANER	WATER FACILITIES	100382-53100-		19.79
WATER FITTINGS & BOLTS	WATER FACILITIES	100382-53100-		35.13
PAINT	WATER FACILITIES	100382-53100-		71.18
Vendor Total 302.11				

MENARDS

Invoice Description	Department	Account Number	Account Description	Amount
HOSE REEL	WASTEWATER FACILITIES	100392-53630-	OPERATING SUPPLIES	24.15
PROPANE GAS	WASTEWATER FACILITIES	100392-53630-		39.84
CLARIFIER PARTS	WASTEWATER FACILITIES	100392-53630-		41.23
Vendor Total 105.22				

MENARDS

Invoice Description	Department	Account Number	Account Description	Amount
DEGREASER	SEWER UNDERGROUND	100393-53110-	MATERIALS - MAINTENANCE	3.81
Vendor Total 3.81				

MID AMERICA VACUUM CENTERS

Invoice Description	Department	Account Number	Account Description	Amount
VACUUM	BUILDING MAINTENANCE	001115-53630-	OPERATING SUPPLIES	650.00
Vendor Total 650.00				

BILLS LIST
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VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
MOBILE HEALTH SOLUTIONS CORPORATION				
Post-accident drug/alc test - Rohrdantz	ADMINISTRATION	001110-52155-	DRUG SCREENING	537.50
				Vendor Total 537.50

MUNICIPAL EMERGENCY SERVICES

LADDER HALYARD	FIRE	001560-52323-TOOLS	MAINTENANCE EQUIPMENT	156.00
				Vendor Total 156.00

NATHAN HARTLEY

March 2026 PSEBA Reimbursement - Hartley	HEALTH INSURANCE	998098-51124-	HEALTH INSURANCE - PSEBA	834.08
				Vendor Total 834.08

NEXCOM SOLUTIONS INC

COMPUTER FOR BCD (SCUBA) AND WATER SUPPLIES	FIRE	001560-53630-WTRES	OPERATING SUPPLIES	560.96
				Vendor Total 560.96

NEXVORTEX INC

JAN MONTHLY VOICE	INFORMATION TECHNOLOGY	001112-52410-IT12	COMMUNICATIONS	886.72
				Vendor Total 886.72

NICOR GAS

72769310003 BOOSTER #1 12/29/25-1/27/26	WATER FACILITIES	100382-52409-	HEATING	171.04
18470001340 WELL #8 12/23/25-1/23/26	WATER FACILITIES	100382-52409-		182.66
34926810002 WELL #5 12/29/25-1/27/26	WATER FACILITIES	100382-52409-		204.33
23926810005 WATER FACILITY 12/29/25-1/27/26	WATER FACILITIES	100382-52409-		1,659.06
				Vendor Total 2,217.09

NICOR GAS

HEATING

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
90315832742 LS #17 12/18/25-1/20/26	WASTEWATER FACILITIES	100392-52409-		64.93
84934809264 LS #20 12/18/25-1/20/26	WASTEWATER FACILITIES	100392-52409-		103.69
96446467399 LS #19 12/18/25-1/20/26	WASTEWATER FACILITIES	100392-52409-		147.58
84078138652 LS #18 12/26/25-1/26/26	WASTEWATER FACILITIES	100392-52409-		177.46
82333476180 1070 TAMARAC DR 12/23/25-1/23/26	WASTEWATER FACILITIES	100392-52409-		1,486.21

Vendor Total 1,979.87

NORTHERN ILLINOIS UNIVERSITY

Invoice Description	Department	Account Number	Account Description	Amount
Finance Account Clerk Job Ad/Posting	ADMINISTRATION	001110-54101-	JOB ADVERTISEMENTS	25.00
Finance Utility Billing Specialist Job Ad/Posting	ADMINISTRATION	001110-54101-		50.00

Vendor Total 75.00

NORTHERN ILLINOIS UNIVERSITY

Invoice Description	Department	Account Number	Account Description	Amount
Finance Account Clerk Job Ad/Posting	ADMIN	100110-54101-	JOB ADVERTISEMENTS	25.00

Vendor Total 25.00

NORTHERN KANE COUNTY CHAMBER OF

Invoice Description	Department	Account Number	Account Description	Amount
NKCC Bowling Event - Salamando	ADMINISTRATION	001110-52163-	TRAINING/MEETINGS	220.00

Vendor Total 220.00

OLSSON ROOFING COMPANY INC

Invoice Description	Department	Account Number	Account Description	Amount
PW - ROOF LEAK REPAIR	BUILDING MAINTENANCE	001115-52310-	MAINT BUILDINGS & GROUNDS	873.00

Vendor Total 873.00

OMNI COMMERCIAL LIGHTING INC

Invoice Description	Department	Account Number	Account Description	Amount
VH - REPLACE PARKING LOT FIXTURE	BUILDING MAINTENANCE	001115-52310-	MAINT BUILDINGS & GROUNDS	345.00

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
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Vendor Total 345.00**OMNI COMMERCIAL LIGHTING INC**

MAIN ST. LIGHT REPAIR	STREET DEPARTMENT	001370-52328-	MAINTENANCE-STREET LIGHTS	172.50
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Vendor Total 172.50**ON TIME EMBROIDERY INC**

FIRE DEPARTMENT UNIFORMS	FIRE	001560-53651-	CLOTHING	253.00
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Vendor Total 253.00**ONE TIME PAY**

EXP#000001	WATER & SEWER FUND	100-12150-	WATER/SEWER BILLING AR	46.58
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Vendor Total 46.58**POLYDYNE INC**

CENTRIFUGE POLYMER	WASTEWATER FACILITIES	100392-53777-	CHEMICALS	3,795.00
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Vendor Total 3,795.00**POMPS TIRE SERVICE**

TIRES	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	293.40
TIRES	VEHICLE MAINTENANCE	001372-52333-		426.54
NEW TIRES	VEHICLE MAINTENANCE	001372-52333-		426.54

Vendor Total 1,146.48**RALPH HELM INC**

MOWER BEARING	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	28.42
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Vendor Total 28.42**RAY O'HERRON COMPANY INC**

OPERATING SUPPLIES

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
FX NON-MAKING CARTS -POULOS	POLICE	001550-53630-		1,024.95
ARMOR ADJUSTMENT APPLIED TO INVOICE 2458108	POLICE	001550-53651-		-75.00
NAME BAR FOR N. WEBB	POLICE	001550-53651-		45.89
UNIFORM SWEATER/ FLEECE PULLOVER -MESSINA	POLICE	001550-53651-		57.82
ARMOR ADJUSTMENT -CALABRESE	POLICE	001550-53651-		75.00
UNIFORM -ANDERSON	POLICE	001550-53651-		90.50
BELT BOND -WEBB	POLICE	001550-53651-		134.98
STARS TRIPLE GOLD/HAT BADGE -STANKOWITZ	POLICE	001550-53651-		183.10
NEW RECORDS CLERK UNIFORM -CAMACHO	POLICE	001550-53651-		244.48
UNIFORM SHIRTS -COWAN	POLICE	001550-53651-		280.98
UNIFORM ARMOR JACKET -NEUMAN	POLICE	001550-53651-		307.78
FLASHLIGHT/GLOVES/ SWEATER	POLICE	001550-53651-		326.28
UNIFORM SHIRST -PEREZ	POLICE	001550-53651-		389.46
UNIFORM PANTS/HOLSTER/ TRAVIS	POLICE	001550-53651-		601.63
UNIFORM PANTS/GLOVES - GARCIA	POLICE	001550-53651-		677.10
NEW UNIFORM FOR N. WEBB	POLICE	001550-53651-		1,361.15

Vendor Total 5,726.10

RUSH TRUCK CENTERS OF ILLINOIS INC

CORE CREDITS	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	-212.80
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BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
GASKET #126	VEHICLE MAINTENANCE	001372-52333-		88.90
MIRROR BRACKET #115	VEHICLE MAINTENANCE	001372-52333-		165.00
DEF FLUID	VEHICLE MAINTENANCE	001372-52333-		254.70
WIRE HARNESS #126	VEHICLE MAINTENANCE	001372-52333-		472.88
V-BAND CLAMP	VEHICLE MAINTENANCE	001372-52333-		652.90
Vendor Total 1,421.58				

RUSSO'S POWER EQUIPMENT INC

Invoice Description	Department	Account Number	Account Description	Amount
SPARK PLUGS & AIR FILTER	STREET DEPARTMENT	001370-52323-	MAINTENANCE EQUIPMENT	28.97
SPARK PLUGS & AIR FILTER	STREET DEPARTMENT	001370-52323-		39.97
SPARK PLUGS & AIR FILTERS	STREET DEPARTMENT	001370-52323-		218.38
HAND SAWS	STREET DEPARTMENT	001370-53630-		153.98
Vendor Total 441.30				

SECRETARY OF STATE LIC RENEWAL

Invoice Description	Department	Account Number	Account Description	Amount
TITLE AND PLATES	POLICE	001550-52333-	MAINTENANCE - VEHICLES	246.00
Vendor Total 246.00				

SECURITAS ELECTRONIC SECURITY INC

Invoice Description	Department	Account Number	Account Description	Amount
BUILDING ALARM SERVICES 2026	WATER FACILITIES	100382-52310-	MAINT BUILDING & GROUNDS	397.44
Vendor Total 397.44				

SHERWIN WILLIAMS COMPANY

Invoice Description	Department	Account Number	Account Description	Amount
PW - PAINT	BUILDING MAINTENANCE	001115-52310-	MAINT BUILDINGS & GROUNDS	65.29

BILLS LIST
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VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
FS93 - PAINT	BUILDING MAINTENANCE	001115-52310-		138.59
FS93 - PAINT	BUILDING MAINTENANCE	001115-52310-		141.67
Vendor Total				345.55

SHERWIN WILLIAMS COMPANY

PAINT FOR PICNIC TABLES	PARKS	001220-53630-	OPERATING SUPPLIES	115.64
Vendor Total				115.64

STEINER ELECTRIC CO

FS93 - ELECTRICAL WIRE SUPPORTS	BUILDING MAINTENANCE	001115-52310-	MAINT BUILDINGS & GROUNDS	111.15
PW - FAN SPEED CONTROLS	BUILDING MAINTENANCE	001115-52310-		126.95
Vendor Total				238.10

SUPER AGGREGATES INC

CA06 ROAD STONE	SEWER UNDERGROUND	100393-53110-	MATERIALS - MAINTENANCE	2,825.39
Vendor Total				2,825.39

TEKLAB INC

TN TEST 01/07/26	WASTEWATER FACILITIES	100392-52807-	TESTING & SAMPLING	136.40
Vendor Total				136.40

THE BLUE LINE

Eligibility List Police Officer Posting	ADMINISTRATION	001110-54101-	JOB ADVERTISEMENTS	546.00
Vendor Total				546.00

THE UPS STORE #806

SHIIPING CHARGES	POLICE	001550-52157-	POSTAGE/MAILING	66.96
Vendor Total				66.96

BILLS LIST
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VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
THIRD MILLENNIUM ASSOC INC				
JAN 2026 DELINQUENT BILLS/FEB 2026 UB	FINANCE	001111-52190-	PROFESSIONAL SERVICE	14.09
JAN 2026 DELINQUENT BILLS/FEB 2026 UB	FINANCE	001111-52190-		100.17
Vendor Total				114.26

THIRD MILLENNIUM ASSOC INC				
JAN 2026 DELINQUENT BILLS/FEB 2026 UB	FINANCE	100111-52190-	PROFESSIONAL SERVICE	166.51
JAN 2026 DELINQUENT BILLS/FEB 2026 UB	FINANCE	100111-52190-		1,184.06
Vendor Total				1,350.57

TIFCO INDUSTRIES				
FLEET SUPPLIES	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	639.30
Vendor Total				639.30

TRAFFIC CONTROL & PROTECTION INC				
STREET SIGN BRACKETS	STREET DEPARTMENT	001370-53630-	OPERATING SUPPLIES	1,851.75
Vendor Total				1,851.75

TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC				
JANUARY 2026 BILLING	POLICE	001550-52196-	SERVICES - INVESTIGATIONS	240.00
Vendor Total				240.00

ULTRA STROBE COMMUNICATIONS				
LABOR TO REMOVE RADIOS	POLICE	001550-52327-	MAINTENANCE - RADIO	105.00
Vendor Total				105.00

UNDERGROUND PIPE & VALVE, CO				
3/4" R/WAY & UNIONS	SEWER UNDERGROUND	100393-53110-	MATERIALS - MAINTENANCE	1,350.00

BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
4" TERMINATION SLEEVES	SEWER UNDERGROUND	100393-53110-		4,250.00
Vendor Total 5,600.00				

WAGeworks INC

FSA Admin Fee Jan 2026	HEALTH INSURANCE	998098-52999-	CONTRACTUAL SERVICES	247.50
Vendor Total 247.50				

WAREHOUSE DIRECT

JANITORIAL SUPPLIES	BUILDING MAINTENANCE	001115-53630-	OPERATING SUPPLIES	67.44
VH - CUSTODIAL SUPPLIES	BUILDING MAINTENANCE	001115-53630-		75.40
VH - JANITORIAL SUPPLIES	BUILDING MAINTENANCE	001115-53630-		85.70
VH - JANITORIAL SUPPLIES	BUILDING MAINTENANCE	001115-53630-		155.04
Vendor Total 383.58				

WAREHOUSE DIRECT

ST-92 BUILDING SUPPLIES	FIRE	001560-53100-	MATERIALS - BUILDING	76.67
ST-92 BUILDING SUPPLIES	FIRE	001560-53100-		83.00
ST-91 BUILDING SUPPLIES	FIRE	001560-53100-		100.65
ST-92 BUILDING SUPPLIES	FIRE	001560-53100-		112.50
ST-91 BUILDING SUPPLIES	FIRE	001560-53100-		530.91
ST-93 BUILDING SUPPLIES	FIRE	001560-53100-		892.77
Vendor Total 1,796.50				

WAREHOUSE DIRECT

BATHROOM PAPER TOWELS	WASTEWATER FACILITIES	100392-52310-	MAINT BUILDING & GROUNDS	194.33
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BILLS LIST
MEETING DATE: 02/17/2026

VENDOR

Invoice Description	Department	Account Number	Account Description	Amount
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Vendor Total 194.33

WHOLESALE DIRECT INC

LED LIGHTS	VEHICLE MAINTENANCE	001372-52333-	MAINTENANCE - VEHICLES	140.49
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Vendor Total 140.49

GRAND TOTAL: \$724,627.73

VILLAGE OF CARPENTERSVILLE
BOARD OF TRUSTEES
REGULAR BOARD MEETING
FEBRUARY 3, 2026

- I. Call to Order**
Village President Skillman called the regular meeting of the Village Board of Trustees to order at 6:00 p.m.
- II. Roll Call for Attendance**
Village President Skillman and Trustees Abbott, Frost, Garcia, Malone, and Maniscalco were present for the meeting. Trustee Gupta was absent.
- III. Pledge of Allegiance**
Village President Skillman led the Pledge of Allegiance.
- IV. Proclamations, Congratulatory Resolutions, and Awards**
Village President Skillman read the Proclamation establishing February as Black History Month to the Board.
- V. Appointments, Confirmations, and Administration of Oaths**
None.
- VI. Public Comment**
District 23 Kane County Board Member Chris Kious provided an update on Kane County activities.
- VII. Consent Agenda**
All items listed on the Consent Agenda will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the item will be removed from the general order of business and considered in its normal sequence on the agenda.
- A. Approval of Bills
- | | |
|-------------------------------|----------------|
| - Fiscal Year 2025 Bills List | \$ 157,185.69 |
| - Fiscal Year 2026 Bills List | \$1,471,375.09 |
- B. Approval of Minutes
- | | |
|-------------------------|------------------|
| - Regular Board Meeting | January 20, 2026 |
|-------------------------|------------------|
- C. Approval of a Special Event Permit Application, Otto Company Picnic, June 6, 2026
- D. Approval of a Special Event Permit Application and Fee Waiver Request, Basement Festivities, August 29, 2026
- E. Approval of a Workers' Compensation Settlement for a Public Works Department Employee

- F. Approval of a Resolution Authorizing the Purchase and Real Estate Sale Agreement Between the Village of Carpentersville and Improved Besinger Properties, LLC
- G. Motion to authorize the Village Manager to approve a contract with Buckcherry in an amount not to exceed \$30,000, in addition to incidental expenses within the budget for Jamboree Days, and otherwise in accordance with the terms as stated in the Board Report
- H. Approval of an Ordinance Amending Section 3.04.010 of the Carpentersville Municipal Code Regarding Responsible Bidding with Contracts
- I. Approval of a Resolution Approving Participation in the Northern Illinois Municipal Electric Collaborative Bid Process and Authorizing the Village Manager to Enter into an Agreement for the Purchase of Electricity with the Lowest Bid Electric Provider for a Period up to 36 Months
- J. Approval of a Resolution Accepting a Professional Services Agreement to Update the Village's Water Utility Risk and Resilience Assessment and Emergency Response Plan with Engineering Enterprises, Inc. of Sugar Grove, Illinois in the Amount not to Exceed \$43,735

Trustee Maniscalco requested Item G be removed from the consent agenda.

Trustee Garcia motioned to approve Items A through J minus G on the Consent Agenda, seconded by Trustee Abbott.

Vote on Motion:

6-Ayes (Frost, Garcia, Malone, Maniscalco, Abbott, Skillman)

0-Nayes

1-Absent (Gupta)

Motion carried.

VIII. Old Business

None.

IX. New Business

- A. Approval of a Resolution Approving the Appropriation of Motor Fuel Tax Funds for the Purpose of Maintaining Village Streets Through the Purchase of Road Salt for Snow and Ice Control, Electric Usage for Street Lighting, Contractual Services for Roadway Resurfacing and Select Village Sidewalk Cutting, and Engineering Services in the Amount of \$1,329,476.92

Director of Public Works and Engineering Kevin Gray briefed the Board on Items A and B. All questions were answered before Village President Skillman asked for a motion and a second.

Trustee Maniscalco motioned to approve Items A Approval of a Resolution Approving the Appropriation of Motor Fuel Tax Funds for the Purpose of Maintaining Village Streets Through the Purchase of Road Salt for Snow and Ice Control, Electric Usage for Street Lighting, Contractual Services for Roadway Resurfacing and Select Village Sidewalk Cutting, and Engineering Services in the Amount of \$1,329,476.92 and Item B Approval of a Resolution Approving the Appropriation of Motor Fuel Tax Funds for the Purpose of Maintaining Village Streets Through the Purchase of Road Salt for Snow and Ice Control, Electric Usage for Street Lighting, Contractual Services for Roadway Resurfacing and Select Village Sidewalk Cutting, and Engineering Services in the Amount of \$1,976,500.00, seconded by Trustee Malone.

Vote on Motion:

6-Ayes (Garcia, Malone, Maniscalco, Abbott, Frost, Skillman)

0-Nayes

1-Absent (Gupta)

Motion carried.

- B. Approval of a Resolution Approving the Appropriation of Motor Fuel Tax Funds for the Purpose of Maintaining Village Streets Through the Purchase of Road Salt for Snow and Ice Control, Electric Usage for Street Lighting, Contractual Services for Roadway Resurfacing and Select Village Sidewalk Cutting, and Engineering Services in the Amount of \$1,976,500.00

See Item A.

- C. Approval of a Resolution Awarding the Contract for the Construction of the Riverfront Park-Western Site/Civil Improvement to Copenhaver Construction, Inc., in the Amount not to Exceed \$2,350,542.70

Community Development Director Matt Dabrowski briefed the Board on Item C. Discussion ensued and all questions were answered before Village President Skillman asked for a motion and a second.

Trustee Frost motioned to approve Item C Approval of a Resolution Awarding the Contract for the Construction of the Riverfront Park-Western Site/Civil Improvement to Copenhaver Construction, Inc., in the Amount not to Exceed \$2,350,542.70, seconded by Trustee Garcia.

Vote on Motion:

6-Ayes (Malone, Maniscalco, Abbott, Frost, Garcia, Skillman)

0-Nayes

1-Absent (Gupta)

Motion carried.

X. Reports of Manager and Staff

Assistant Village Manager and Finance Director Ben Mason provided the Board with a brief summary of the Fiscal Year 2026 Annual Budget Book, acknowledging it would be submitted to the Government Finance Officers Association for consideration for this year's Award of Excellence in government financing. No questions heard from the Board.

Village Manager Stewart provided a detailed update of Carpentersville activities.

XI. Trustee and Committee Reports

Trustee Frost reported February is American Heart Month and acknowledged the importance of cardiovascular disease awareness.

Trustee Garcia expressed his excitement for the upcoming 2026 Summer Events.

Trustee Abbott discussed the progress of the Riverfront Park Project and acknowledged staff for a job well done.

Village President Skillman reported the next Audit and Finance Meeting would take place on Monday, February 23rd at 6:00 p.m.

XII. Closed Session

None.

XIII. Discussion Concerning Other Village Business

None.

XIV. Adjournment

The meeting adjourned at 6:51 p.m. by voice vote on a Motion by Trustee Abbott, seconded by Trustee Garcia.

Respectfully submitted,

Caryn Minor, Village Clerk



VILLAGE OF CARPENTERSVILLE
1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President

John Skillman

Village Clerk

Caryn Minor

Village Manager

Brad Stewart

Village Trustees

Jeff Frost

Jim Malone

Humberto Garcia

Dickie Abbott

Sam Gupta

Josephine Maniscalco

BOARD REPORT

TO: Village President and Board of Trustees
FROM: Greta Salamando, Business and Community Development Manager
DATE: February 17, 2026
RE: Special Event Permit Application Approval, Approval Temporary Liquor License, and Special Event Fee Waiver Request, AACA 75th Annual Car Show Illinois Region, July 19, 2026

BACKGROUND

The Antique Automobile Club of America (AACA) has applied for a special event permit to hold its 75th Illinois Region Car Show in Carpenter Park. The event would be held beginning at 8:00 a.m. to 2:00 pm on Sunday, July 19, 2026.

No Manches will be applying for a temporary liquor license and will serve food and liquor at the event.

ANALYSIS

Village staff is working with the applicant for the planning and organization of the event, consistent with the prior years of the AACA operating its annual car show at Carpenter Park.

FISCAL IMPACT

No direct impact. However, because the applicant is a not-for-profit organization, the event license fee is requested to be waived, which would have a minimal impact.

DEPARTMENT RECOMMENDATION

It is the recommendation of staff that the Village Board approve the special event and special event liquor license, and waiver of the \$150 special event permit application fee.



SPECIAL EVENTS

VILLAGE OF CARPENTERSVILLE

1200 L.W. Besinger Drive, Carpentersville, IL 60110

Phone (847) 551-3478

specialevents@cville.org

www.cville.org

SPECIAL EVENT PERMIT APPLICATION – CLASS A

Thank you for your interest to host a special event in the Village of Carpentersville. Enclosed with this packet are instructions to register a special event, the Special Events Application and information on obtaining any required permits/licenses. Additional submissions may be required.

WHAT YOU SHOULD KNOW

Please note that this application serves as the starting point for events.

What is a Special Event? Any outdoor events held on Village property, (i.e., streets, sidewalks, parks, etc.), that are deemed to significantly impact Village operations or public use/access of public spaces (such as Police patrol, Fire/EMS service, etc.). An event that requests any of the following actions is considered a Special Event:

- An outdoor event that is open to the public and located on Village owned property.
- Events that require closure of Village streets and/or the use of Village-owned property (With the exception of block parties, see Block Party Agreement form).
- An outdoor event held by a licensed business that will be open to the general public such as sidewalk sales, tent sales, promotions held in parking lots, etc.

What should be included in the application? Additional documents that you may need to submit with your application:

- Certificate of Insurance
- Medical, security, and parking plans
- Map/layout of your event that includes fencing, Porta Potties, dumpsters, etc.
- A Press Release regarding the event, marketing flyers, and advertisement.

When is the application due and where should I submit to? The completed application is to be submitted at least 60 days prior to the event. Applications can be sent electronically by email to specialevents@cville.org.

I've submitted the application, now what? Submission of an application does not guarantee approval. After submitting all required forms, the application will be reviewed by Village Staff from all departments involved that will be providing services. Applicants can generally expect an initial response from the Village within 10 business days. Some events may require approval from the Village Board of Trustees, which may take longer.

PRIMARY EVENT CONTACT INFORMATION

VILLAGE OF CARPENTERSVILLE
specialevents@cville.org

Please provide the contact person during the application process, and where all correspondence should be directed during this permit process.

JAMES C SIKORA

APPLICANT'S FULL NAME

708-246-4707 H 708-691-9854 C

APPLICANT'S PHONE NUMBER

3900 HARVEY, WESTERN Spgs, IL 60581-1240

APPLICANT'S ADDRESS (STREET, CITY, ST, ZIP)

JAMESSIKORA @ ATT. NET

APPLICANT'S EMAIL ADDRESS

EVENT INFORMATION

75th ANNUAL Ill. REGION CAR SHOW

EVENT TITLE/NAME

Illinois Region / AACA

EVENT SPONSOR (List legal name of business entity, if applicable)

CARPENTERS PARK

LOCATION OF EVENT (Events taking place on non-Village owned property requires a letter from the property owner granting use of the property for the event.)

ANTIQUE AUTO SHOW

EVENT DESCRIPTION

7-19-2026 8:AM

EVENT START DATE & TIME

7-19-2026 2pm

EVENT END DATE & TIME

7-18-2026

EVENT SETUP DATE

AFTER 5 PM

EVENT SETUP TIME

7-19-2026

EVENT CLEANUP DATE

AFTER 2pm

EVENT CLEANUP TIME

ROBERT MARKERT

SECONDARY EVENT CONTACT

630-903-7016

SECONDARY CONTACT PHONE NUMBER

FREE

ADMISSION FEE FOR EVENT

N/A

ORGANIZATION(S) RECEIVING PROCEEDS

200 +/-

ESTIMATED NUMBER OF ATTENDEES

NON-PROFIT ORG (MUST ATTACH 501(c)3)

TYPE OF EVENT

VILLAGE OF CARPENTERSVILLE
specialevents@cville.org

PUBLIC EVENT

PRIVATE EVENT (ie: Company picnic, family reunion, etc.)
Please describe below:

ADDITIONAL PERMITS/LICENSE/FEEES
COMMUNITY DEVELOPMENT

Please select any and all items that you plan on having at your event. Make note, that in addition to the Special Event Permit, the following items **MAY** require additional permits and/or licenses & fees:

DO YOU PLAN ON SERVING FOOD/DRINKS AT YOUR EVENT?

YES NO

If **YES**, each vendor/truck will need:

Kane County Health Temporary Food Service Permit required (Additional fee).
Visit <https://www.kanehealth.com/Pages/Fees.aspx>

LOCAL VENDOR

Village Mobile Food Permit (may be required for each vendor).

DO YOU PLAN ON SERVING ALCOHOL AT YOUR EVENT?

YES NO

If **YES**, you will need to submit (at least 30 days prior to event):

Temporary Event Liquor License

COI (Certificate of Insurance w/liquor liability)

LOCAL VENDOR

BEVERAGES TO BE SERVED IN (CHECK ALL THAT APPLY-GLASS BOTTLES ARE NOT PERMITTED)

PLASTIC CUPS

PLASTIC BOTTLES

ALUMINUM CANS

DO YOU PLAN ON USING SIGNS/BANNERS AT YOUR EVENT?

YES NO

DO YOU PLAN ON HAVING A RAFFLE AT YOUR EVENT?

YES NO

If **YES**, a Raffle License is required from the Village.

WASTE REMOVAL IS THE RESPONSIBILITY OF THE EVENT ORGANIZER

POLICE DEPARTMENT

VILLAGE OF CARPENTERSVILLE
specialevents@cville.org

Please note that the following requested items (for each dept) are subject to fees that would be the responsibility of the event organizer.

DO YOU PLAN ON HAVING A CAR SHOW AT YOUR EVENT?

YES NO

DO YOU PLAN ON HAVING A RUN (5K) OR PARADE AT YOUR EVENT?

YES NO

If so, please attach ROUTE/MAP.

[Empty text box for route/map attachment]

LIST OF STREET CLOSURES FOR RUN/PARADE

DO YOU PLAN ON HIRING OUTSIDE SECURITY FOR YOUR EVENT?

YES NO

[Empty text box for security company name]

SECURITY COMPANY NAME

[Empty text box for amount of hired security]

AMOUNT (QTY) OF HIRED SECURITY

[Empty text box for posted locations for security]

POSTED LOCATIONS FOR SECURITY

[Empty text box for security company contact name & phone #]

SECURITY COMPANY CONTACT NAME & PHONE #

CERTIFICATE OF LIABILITY INSURANCE (REQUIRED)

EXPLAIN YOUR EVENT SECURITY AND PARKING PLAN (Attach diagram, if available):

[Empty text box for security and parking plan explanation]

[Empty text box for security and parking plan explanation]

DO YOU NEED POLICE ASSISTANCE WITH TRAFFIC CONTROL?

YES NO

Officers for adequate control shall be determined by the Police Dept.

DO YOU NEED POLICE ASSISTANCE WITH CROWD CONTROL?

YES NO

Officers for adequate control shall be determined by the Police Dept.

DO YOU PLAN ON HAVING MUSIC/AMPLIFICATION AT YOUR EVENT?

YES NO

[Empty text box for times of band]

TIMES OF BAND(S)

[Empty text box for sound equipment or production company name & phone #]

SOUND EQUIPMENT BEING USED OR SOUND PRODUCTION COMPANY NAME & PHONE #

FIRE DEPARTMENT

VILLAGE OF CARPENTERSVILLE
specialevents@cville.org

DO YOU NEED AN AMBULANCE OR FIRST AID AT YOUR EVENT?

YES NO

DO YOU PLAN ON HAVING A CARNIVAL/AMUSEMENT RIDES AT YOUR EVENT?

YES NO

DO YOU PLAN ON HAVING PYROTECHNICS (ON STAGE) AT YOUR EVENT?

If YES, you will need to have them inspected by the Fire Department.

YES NO

IF HAVING FOOD, WILL YOU BE USING GAS OR PROPANE TO COOK?

If so, the Fire Dept will need to inspect each vendor.

YES NO

PUBLIC WORKS DEPARTMENT

DO YOU NEED WATER HOOKUP AT YOUR EVENT?

If so, water will be billed at current water rates by usage.

YES NO

DO YOU PLAN ON USING THE STAGE FOR YOUR EVENT?

YES NO

IF USING THE STAGE, WILL YOU NEED ACCESS TO THE ELECTRIC?

YES NO

DO YOU PLAN ON USING ELECTRIC AT YOUR EVENT?

YES NO

DO YOU PLAN ON USING A GENERATOR AT YOUR EVENT?

YES NO

**DO YOU PLAN ON HAVING TRASH RECEPTICLES AT YOUR EVENT?
WASTE REMOVAL IS THE RESPONSIBILITY OF THE EVENT ORGANIZER**

YES NO

OF TRASH RECEPTICLES

DO YOU PLAN ON PROVIDING A DUMPSTER(S) ON SITE?

YES NO

OF DUMPSTER(S)

SIZE OF DUMPSTER(S)

DELIVERY DATE

PICK-UP DATE

CONTACT INFO OF ONSITE PERSON FOR
DROP-OFF & PICK-UP OF DUMPSTER

SERVICE PROVIDER & PHONE NUMBER

DO YOU PLAN ON HAVING TEMPORARY FENCING YOUR EVENT?

YES NO

If so, please provide map of where fencing will be.

FENCING SUPPLIER COMPANY NAME

FENCING SUPPLIER COMPANY PHONE NUMBER

DO YOU PLAN ON HAVING PORTA POTTIES/SINKS AT YOUR EVENT?

YES NO

Please use the Porta Potty calculator link below.

<https://www.servicesanitation.com/portable-restroom-calculator/>

IF YOUR EVENT IS MULTIPLE DAYS, YOU WILL NEED TO HAVE THE PORTA POTTIES SERVICED TO REPLACE TOLIET PAPER AND BE CLEANED.

OF REGULAR PORTA POTTIES

OF HANDICAP PORTA POTTIES

OF HAND WASHING SINKS

DELVIERY DATE

PICK-UP DATE

SERVICE PROVIDER NAME

COMPANY PHONE #

NAME & CONTACT NUMBER OF PERSON FROM EVENT ORGANIZATION THAT WILL BE ONSITE FOR DROP-OFF, SET-UP AND PICK-UP OF PORTA POTTIES

IF MULTIPLE DAYS, DID YOU SCHEDULE PORTA POTTIES TO BE SERVICED?

YES NO

DO YOU PLAN ON USING TENTS OVER 12'X12' AT YOUR EVENT?

YES NO

All tents (other than pop-up style tents) require an inspection from the FIRE Dept.

Each tent's flame spread certificate must be provided to Fire at least two (2) weeks prior to the event.

DELVIERY DATE

PICK-UP DATE

SERVICE PROVIDER NAME

COMPANY PHONE #

USING Village Pop-up TENTS

NAME & CONTACT NUMBER OF PERSON FROM EVENT ORGANIZATION THAT WILL BE ONSITE FOR DELIVERY, SET-UP AND PICK-UP OF TENT

DO YOU PLAN ON USING BARRICADES FOR ROAD CLOUSURES?

YES NO

If YES, please list street(s) & intersections as well as dates & times of road clousures below:

It is the responsibility of the applicant to notify the residents/businesses along the Village APPROVED route about these road closures at least 14 days in advance of the event. Please submit a copy of the letter as well as the address the letter was sent to.

REQUIRED DOCUMENTS

VILLAGE OF CARPENTERSVILLE
specialevents@cville.org

- SPECIAL EVENT PERMIT APPLICATION – 60 DAYS PRIOR TO EVENT DATE**
- SITE PLAN:** A DETAILED SITE PLAN/MAP DEPICTING EVENT SET-UP, PARKING PLAN, AND TRAFFIC FLOW.
- CERTIFICATE OF INSURANCE:** All Class A events require a certificate of insurance and a policy endorsement listing the Village of Carpentersville as an additional insured. The minimum coverage is \$1,000,000 per occurrence and \$2,000,000 aggregate.
- HOLD HARMLESS (SEE PAGE 8)**

***FEES:** It is the responsibility of the applicant to pay all out-of-pocket expenses related to the special event. Village Services are services provided by the village to support the event. This includes, but is not limited to: all permit fees; inspection fees; Police, Fire and Public Works services; utilities and water usage.

***FEE WAIVER:** If the organization to apply for/hosting the event has IRS 501(c)3 status or is another governmental body, the event may be eligible for fee waiver. In order to obtain a fee waiver, a letter addressed to the Village President requesting the waiving of all applicable fees, accompanied with a copy of the organization's 501(c)3 status should be provided with the completed application.

Right to Modify/Cancel Event: Applicants should not assume that any aspects of the event will be approved; the event organizer may be asked to change details of the event plan based on the availability of services, scheduling of other events, public health and safety concerns, and applicable Village ordinances. The Village of Carpentersville reserves the right to deny an application or cancel any event at any time for reasons deemed necessary by the Village of Carpentersville, including (but not limited to) severe/dangerous weather, failure to submit required forms, insurance documentation, hold harmless agreements and/or permission from property owner granting permission for use of private property or permission from other governmental entities granting permission for use of that governmental entity's property.

The event organizer shall comply with all applicable Village ordinances, codes, conditions and requirements.

HOLD HARMLESS-SPECIAL EVENT APPLICATION

The sponsoring organization hereby agrees to indemnify and hold harmless the Village of Carpentersville, its corporate authorities, officers, agents and employees from and against any and all claims for injury or damage to persons or property sustained from the event of 7-19-2026 (date), sponsored by Illinois Region - AACA (organization) and further agrees to indemnify and hold said Village of Carpentersville from any such claims and all expenses arising therefrom.

James C Sikora
EVENT APPLICANT SIGNATURE

1-14-2026
DATE

JAMES C SIKORA
EVENT APPLICANT'S NAME (PLEASE PRINT)

Illinois Region - AACA
ORGANIZATION OR COMPANY NAME

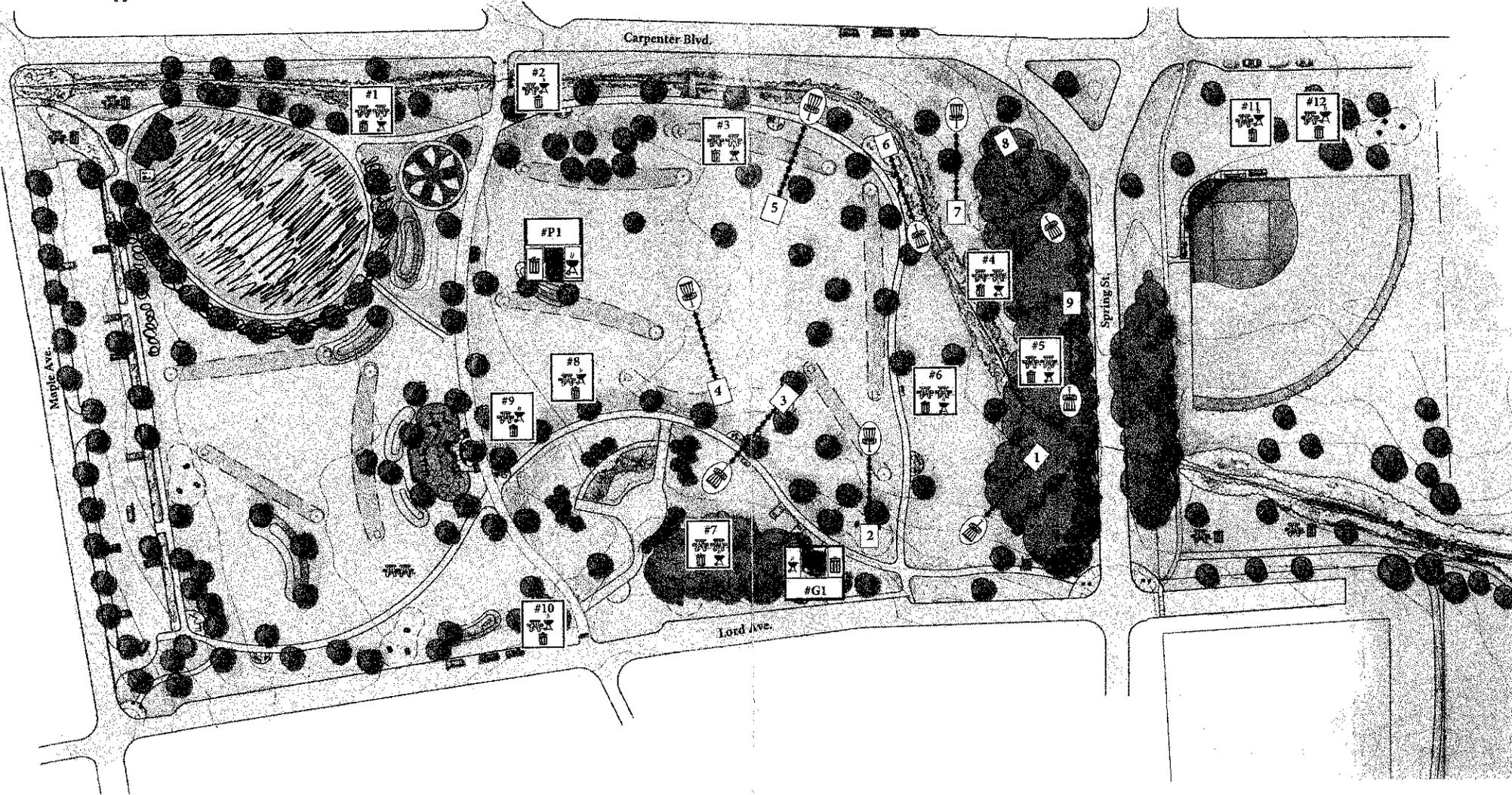


☐ Picnic Table

☐ Trash Can

☐ Grill

☐ Disc Golf



WE PLAN TO USE THE EXACT
SAME AREA AS LAST YEAR -

JCS



VILLAGE OF CARPENTERSVILLE
1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President

John Skillman

Village Clerk

Caryn Minor

Village Manager

Brad Stewart

Village Trustees

Jeff Frost

Jim Malone

Humberto Garcia

Dickie Abbott

Sam Gupta

Josephine Maniscalco

BOARD REPORT

TO: Village President and Board of Trustees
FROM: William J. Anaszewicz, Fire Chief
DATE: February 17, 2026
RE: Approval of the Village of Carpentersville Board of Fire and Police and Fire Commission Rules and Regulations

BACKGROUND

The Board of Fire and Police Commissioners (BOFPC) of the Village of Carpentersville, Illinois oversees the process for the initial hiring as well as promotion of firefighters and operates in accordance with a set of Rules & Regulations that are ultimately approved by the Village Board. A review of the rules and regulations was conducted in 2025, and recommendations were discussed over several meetings with the BOFPC. On February 10, 2026, the BOFPC voted to approve the attached recommendations and modifications to the Rules and Regulations.

ANALYSIS

The Rules and Regulations were last amended on January 23, 2024, to adopt changes to the eligibility/age requirements for applicants. In 2025, additional recommendations were presented by both the Police and Fire Chiefs based on current trends and variations in the recruitment process for each Department. The updated rules clearly articulate the Board's discretionary authority, particularly regarding examinations,

eligibility registers, and waivers for lateral candidates for the police department. Additional changes include the following:

- **Eligibility List**

Options for the final eligibility register for firefighters and police officers, which may be non-expiring lists. If the eligibility roster is non-expiring, when the commission identifies a need for additional candidates, those who successfully pass the exam will be added to the final eligibility register based on their written exam scores, oral interviews, and preference points.

- **Appointments**

Any applicant eligible for appointment under these rules may choose one of three options when the Board tenders an appointment:

- (a) Accept the appointment by signing the appointment notice.
- (b) Decline the appointment by signing the declination notice and having their name removed from the eligibility register.
- (c) Postpone the appointment and submit a written reason for the delay. The Board will move the applicant's name to the bottom of the eligibility register. The applicant understands that the Board may not call them again if the register expires before their name returns to the top.

- **Apprenticeship Program**

Firefighters who meet specific criteria may be awarded up to 20 preference points for completing an apprenticeship program, which can be added to their final examination scores for original appointment. To qualify, an applicant must have completed a minimum of 600 hours of fire suppression work on a regular shift over 12 months, as established by the JAC and the collective bargaining agreement.

- **Lateral Hiring**

Future option for Fire Department lateral hiring if a need arises due to a shortage of applicants.

Additional changes were made to refine some grammar and remove outdated information.

FISCAL IMPACT

None.

DEPARTMENT RECOMMENDATION

It is the recommendation of the Police and Fire Departments and the Board of Fire and Police Commissioners that the Village Board of Trustees approve the resolution granting final approval for the amendments to the Rules and Regulations of the Board of Fire and Police Commissioners, as presented.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE ADOPTION OF AMENDED
RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE
COMMISSIONERS, VILLAGE OF CARPENTERSVILLE**

WHEREAS, the Village of Carpentersville (the “Village”) desires to adopt amended Rules and Regulations of the Board of Fire and Police Commissioners of the Village of Carpentersville (“BOFPC”); and

WHEREAS, pursuant to the Illinois Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-1 *et seq.* (“Act”), the Village has established the Carpentersville Board of Fire and Police Commissioners, which is responsible for the certification, discipline, demotion, and termination of persons in the positions of Police Officer, Police Sergeant, Firefighter, and Fire Lieutenant in and for the Village; and

WHEREAS, the Board’s Rules and Regulations were last amended on January 23, 2024; and, subsequently, the Board conducted a comprehensive review of its Rules and Regulations and received recommendations from the Police Chief and Fire Chief addressing recruitment and hiring trends and processes for their respective departments; and

WHEREAS, on February 10, 2026, the BOFPC voted to approve the recommended modifications and updates to the Rules and Regulations, including clarifications of the Board’s discretionary authority, eligibility list options, appointment procedures, once the program is established, apprenticeship preference points for firefighters, a future option for lateral hiring for firefighters, and miscellaneous grammatical and obsolete-language refinements; and

WHEREAS, the Board finds that adopting the recommended amendments to the Rules and Regulations is in the best interests of fair, efficient, and effective recruitment and appointment of firefighters and police officers for the Village; and

WHEREAS, pursuant to Section 2.48.050.G of the Village Code, the Amended BOFPC Rules may not take effect except upon approval of the Village President and Board of Trustees, by resolution duly adopted; and

WHEREAS, the Village President and Board of Trustees, pursuant to the Village’s home rule powers and all other powers provided to it by Article VII, Section 6 of the Constitution of the State of Illinois, and all other statutory authority, have determined that the approval of the Amended BOFPC Rules will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois, as follows:

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

SECTION 2: APPROVAL. The Amended BOFPC Rules are hereby approved in the form attached to this Resolution as Exhibit A.

SECTION 3: EXECUTION. The Village Manager is hereby authorized and directed to execute and attest, on behalf of the Village, the Amended BOFPC Rules and all documentation related thereto upon receipt by the Village Clerk.

SECTION 4: SEVERABILITY. If any section, paragraph, subdivision, clause, sentence or provision of this Resolution shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

Motion made by Trustee _____, seconded by Trustee _____, that the Resolution be adopted.

[Signature Page Follows]

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Carpentersville, Illinois at a regular meeting thereof held on the 17th day of February, 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2026.

John Skillman, Village President

(SEAL)

ATTEST:

Caryn Minor, Village Clerk

**RULES AND REGULATIONS
OF THE BOARD OF FIRE AND POLICE COMMISSIONERS
VILLAGE OF CARPENTERSVILLE, ILLINOIS
(Amended _____, 2026)**

CHAPTER 1: ADMINISTRATION

SECTION I: POWER AND AUTHORITY OF BOARD

The Board of Fire and Police Commissioners of the Village of Carpentersville, Illinois, derives its power and authority from Article 1 0, Division 2.1 of the Illinois Municipal Code titled Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-2 et seq.) and from the President and Board of Trustees of the Village of Carpentersville pursuant to Article VII, Section 6 of the Constitution of the State of Illinois of 1970.

SECTION II: ORGANIZATION

1. Meetings. The Board of Fire and Police Commissioners shall hold meetings as needed for the transaction of business.
2. Annual Meeting: Chairperson. The Board shall consist of three members, who may annually on the first meeting date in January elect a Chairperson, who shall hold office for a term of one year or until a successor is duly elected and qualified.
3. Board Secretary. The Board shall employ a Secretary to serve at the pleasure of the Board.
4. Quorum. Two members of the Board shall constitute a quorum for the transaction of business.
5. Regular Meetings. Regular meetings shall be held monthly notice shall be posted and meetings shall be open to the public, all in accordance with the Open Meetings Act, 5 ILCS 120/1 *et seq.*
6. Special Meetings. Special meetings shall be open, notice thereof to be posted 48 hours prior to convening, called by the filing of a notice in writing with the Secretary of the Board and signed either by the Chairperson of the Board or any two members thereof. The notice shall contain a brief statement of the business to be submitted for the consideration of the Board at such special meetings, and shall set forth the time and place of such special meeting. No other business shall be considered at such special meeting unless by unanimous consent of the Board. Meetings shall be called by any two members of the Board with written notification to the other member not less than three days prior to such meeting. If written notice is not given to a particular member and that member appears at the meeting, then this written notice requirement shall be deemed to be waived.
7. Closed Sessions. During any meeting, a closed session may be held upon approval of a motion made by any single member of the Board for the purpose of discussing a topic authorized to be discussed in a closed meeting pursuant to the Open Meetings Act. Closed sessions shall be limited to Board members and such invited persons as the Board may deem appropriate. The Secretary will record the motion to close the meeting, record the roll call vote of the members on said motion, make a verbatim record of the closed session, and prepare and keep minutes of the closed session. Each special meeting agenda shall schedule a closed session.

SECTION III: DUTIES

1. Chairperson. The Chairperson shall be the Executive Officer of the Board, shall preside at all meetings, and shall attend to duties pertaining to such office.
2. Secretary. The Secretary shall: (a) keep the minutes of the Board's proceedings as a permanent record; (b) be the custodian of all papers pertaining to the business of the Board; (c) cause a record to be kept of all examinations held; and (4) perform all other duties prescribed by the Board.

SECTION IV: MOTIONS

Motions or resolutions may be made orally by a member and shall be recorded in the minutes by the Secretary together with the action upon same.

SECTION V: ORDER OF BUSINESS

The following order of business shall be followed in disposing of business before the Board:

- (a) Call to Order/ Roll Call
- (b) Approval of Minutes
- (c) Communications
- (d) Unfinished Business
- (e) Executive Session
- (f) New Business
- (g) Adjournment

SECTION VI: ANNUAL REPORT

Annually, or at any time the Village Board of Trustees may approve, the Board shall submit to the Village President a report of its activities, its rules in force, the practical effect thereof, and any recommendations for the greater efficiency of the Fire and Police Departments.

CHAPTER 2: APPLICATIONS

SECTION I: APPLICATIONS

Applications for any position in the Police or Fire Service shall be filed upon forms furnished by the Board who may take recommendations from the Village of Carpentersville, and all applicants must comply with the requirements of said form in every respect. The application must be submitted to the Secretary of the Board or other designees approved by the Board before taking an examination.

SECTION II: RESIDENCE

Applicants for examination must be citizens of the United States; or a non-citizen who has been duly admitted for permanent or temporary residence and who produces adequate evidence of intention to become a citizen of

the United States. What constitutes adequate evidence shall be within the sole discretion of the Board.

SECTION III: QUALIFICATIONS

1. General Applicant Qualifications. Every applicant for an entry-level position in the Police Department or Fire Department:
 - (a) Must be under 35 years of age, subject to the age exception provisions of 65 ILCS 5/10- 2.1-6(d). To qualify for the age exception applicable to an applicant already employed either as a sworn and not sworn firefighter or as a sworn police officer, the applicant must have been so employed, continuously and on a full-time basis, for the 365-day period immediately prior to the date of application.
 - (b) The age limitation in subsection (a) does not apply (i) to any person previously employed as a policeman or fireman in a regularly constituted police or fire department of (I) any municipality, regardless of whether the municipality is located in Illinois or in another state, or (II) a fire protection district whose obligations were assumed by a municipality under Section 21 of the Fire Protection District Act, (ii) to any person who has served a municipality as a regularly enrolled volunteer fireman for 5 years immediately preceding the time that municipality begins to use full time firemen to provide all or part of its fire protection service, or (iii) to any person who has served as an auxiliary police officer under Section 3.1-30-20 for at least 5 years and is under 40 years of age, (iv) to any person who has served as a deputy under Section 3-6008 of the Counties Code and otherwise meets necessary training requirements, or (v) to any person who has served as a sworn officer as a member of the Illinois State Police.
 - (c) Applicants who are 18 years of age and who have successfully completed 2 years of study in fire techniques, amounting to a total of 4 high school credits, within the cadet program of a municipality may be considered for appointment to active duty with the fire department of any municipality.
 - (d) Must possess a valid, current driver's license from the state of the applicant's residence at the time of application.
 - (e) Must be of good moral character.
 - (f) Must have satisfactorily completed a four-year high school education or its equivalent and must provide proof of completion to the Board.
 - (g) Must be of temperate habits and of sound health.
2. Police Department Applicant Qualifications. The following shall apply to entry-level and lateral hire positions in the Police Department.
 - (a) Every applicant for an entry-level and lateral hire position in the Police Department:
 1. Must be, at the commencement of the examination, 21 years of age or 20 years of age and have successfully completed two years of law enforcement studies at an accredited college or university.
 2. Must be physically qualified to sustain the labors and exposures of a police officer as

determined by the medical examiner or physical examiner or both who shall be appointed by the Board for the purpose of making examinations.

3. Must have passed the Police Officer Wellness Evaluation Report ("*POWER*") and possess the POWER proficiency card from either the Northeastern Illinois Public Safety Training Academy or another Village-approved physical agility testing agency or application, issued within 12 months of the last date for filing applications to the Board. An applicant also must provide the POWER card or equivalent, issued within 12 months, of the time of appointment.

- (b) The Board may, in its discretion, from time to time, create a second and separate Eligibility Register under the provisions of 65 ILCS 5/10-2.1-6, as may be amended from time to time, or the Board may approve the hiring of a qualified lateral applicant regardless of any Eligibility Roster in place, based on the Chief of Police's recommendation. The Board may waive portions of required examinations for Applicants who have previously been full-time sworn officers of a regular police department in any municipal, county, university or State law enforcement agency, provided they are certified by the Illinois Law Enforcement Training Standards Board and have worked for a law enforcement agency within the State or within another state so long as the certification is recognized by the State of Illinois. Any lateral applicant who has certification as a part-time police officer from the Illinois Law Enforcement Training Standards Board may be approved for hire, following the provisions of this paragraph, on further condition that the applicant complete necessary training and receive the full-time certification from the Illinois Law Enforcement Training Standards Board prior to actively serving any shift assignments for the Police Department.

3. Fire Department Applicant Qualifications. Every applicant for any entry-level position and lateral hire positions in the Fire Department:

- (a) Must be, at the commencement of the examination, 21 years of age.
- (b) Must be physically qualified to sustain the labors and exposures of a firefighter, as determined by the medical examiner or physical examiner or both, who shall be appointed by the Board for the purpose of making examinations.
- (c) Must either (i) be certified by the State of Illinois Department of Public Health as a Paramedic, or (ii) be listed on the National Registry of Emergency Medical Technicians as a Paramedic.
- (d) Must be a fully certified Paramedic by the State of Illinois Department of Public Health and Firefighter Basic through the Office of the State Fire Marshall at the time of appointment.
- (e) Must provide the Board a Fire Service Joint Labor Management Wellness/ Fitness Initiative Candidate Physical Ability Test ("*CPAT*") certificate, which must include a Ladder Climb Exercise Certification of Completion, at the time of job offer.
- (f) Must be able to obtain a class B non-CDL.
- (g) The Board may, in its discretion, from time to time, create a second and separate Eligibility Register under the provisions of 65 ILCS 5/10-2.1-6, as may be amended from time to time, or the Board may approve the hiring of a qualified lateral applicant regardless of any Eligibility Roster in place, based on the Fire Chief's recommendation. The Board may waive portions of required examinations for Applicants who have previously been full-time firefighters of a regular fire department in any municipal or fire district, provided they meet the minimum requirements as noted in sections 3a-g, and as long as the Office of the State Fire Marshal

recognizes the certification. Any lateral applicant who has certification as a full-time firefighter from the Office of the State Fire Marshall may be approved for hire.

SECTION IV: DISQUALIFICATION

The Board may refuse to examine an applicant or, after examination, to certify the applicant as eligible:

- (a) Who fails to properly complete the application or comply with procedures established for such application.
- (b) Who fails to appear at the scheduled date and time for any scheduled appointment or examination and/or pass any examination.
- (c) Who is found lacking in any of the established preliminary requirements for the service for which he or she applies.
- (d) Who is physically unable to perform the duties of the position to which he or she seeks appointment.
- (e) Who is addicted to the use of intoxicating beverages or other controlled substances or is found to have used any other controlled substance illegally within the past five years.
- (f) Who has been convicted of a felony or any misdemeanor involving moral turpitude, as specified in Section 5/10-2.1-6 of the Board of Fire and Police Commission Act. (65 ILCS 5/10-2.1-1 et. seq.)
- (g) Who has been dismissed from any public service for good cause.
- (h) Who has attempted to practice any deception or fraud in his or her application.
- (i) Who may be found disqualified in personal qualifications or health.
- (j) Whose character and employment references are unsatisfactory.
- (k) Who does not possess a high school education or its equivalent.
- (l) Who solicits or attempts to solicit, in connection with an application for employment, or preferential treatment from any member of the Village Board, this Board, and any of their employees, or other Village officials.
- (m) Who has been convicted for driving offenses within the last two years caused by alcohol, including DUI, or two or more convictions within the last seven years.
- (n) A false statement made by a person in an application for examination, including any false statement made in any document which may accompany such application, or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from the examination, or from the service, under this paragraph.

Any applicant, or eligible, deemed disqualified hereunder, shall be notified by the Board in writing of the Board's determination. The Board shall be the contact with applicants from initial application to appointment.

SECTION V: DEFECTIVE APPLICATIONS

It is the responsibility of the applicant to fully and accurately complete the application. If the applicant notifies the Board of a defect, the Board may, where practical, permit the correction of formal omissions or deficiencies that can be corrected prior to the initial written test. The responsibility to make the corrections will be the applicants. Failure to do so will result in the applicant being dropped from the process.

SECTION VI: PHYSICAL AND MEDICAL EXAMINATIONS

Applicants for entry level shall be required to submit to a physical and medical examination by a licensed physician appointed by the Board as follows:

1. Physical Health. Applicants for the position of firefighter or patrol officer must meet standards of physical aptitude and mental health as required by the Board.
2. Medical Evaluation. Applicants will be required, just prior to appointment, to successfully complete a thorough medical evaluation to assess their fitness to perform the duties of the position sought.

SECTION VII: RELEASE OF LIABILITY

All applicants shall execute and deliver to the Board a release of all liability as the result of taking a "Physical Ability Test" in favor of the Village of Carpentersville on a form to be prescribed by the Board.

CHAPTER 3: EXAMINATION-ENTRY LEVEL APPOINTMENTS

SECTION I: GENERAL

All examinations shall be given by or under the direction of the Board. The Board may call on other persons outside its own organization, either within or without the Village service, for assistance in preparing, holding and rating the results of tests and/or examinations. The Board shall be responsible for determining the types of examinations/tests to be used, and the order in which they are administered. In addition, the Board may establish such other examination rules and regulations as are deemed necessary to carry out its duties under the Statutes of the State of Illinois and ordinances of the Village of Carpentersville.

SECTION II: NOTICE OF EXAMINATIONS

Examinations shall be held on the dates fixed by the Board and advertised in local paper in accordance with the statutes of the State of Illinois. Examinations may be postponed, however, by order of the Board, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination.

SECTION III: EXAMINATIONS

The Board shall call examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for examination shall be entered in the minutes of the Board and shall include a statement of:

- (a) The time and place where such examination will be held.

- (b) Applications shall be available after the Orientation and for a minimum of seven working days as listed in the public notice.
- (c) The position to be filled from the resulting eligibility register.

SECTION IV: TYPE OF EXAMINATIONS

Applicants may be required to attend the orientation program sponsored by the Board. In addition, applicants will be required to participate in a written examination, physical ability test, and oral interview and any other relevant test deemed appropriate by the Board, as determined by the Board and as more particularly set forth in Section 5 below. No examination shall contain questions regarding applicant's political or religious opinions or affiliations.

SECTION V: MINIMUM EXAMINATION GRADES

The following examinations may be conducted by the Board. The sequence of testing may vary at the discretion of the Board. Failure to achieve the minimum passing grade in any examination disqualifies the applicant from any further participation.

Note: The Board will award preference points as specified in the Board of Fire and Police Commissioners Act, at the request of applicant. See Sections IX and X of this Chapter below.

<u>Examination</u>	<u>Percent of Total Grade</u>	<u>Minimum Passing Grade</u>
Orientation	n/a	Attendance
Written test	40%	Test score of 75% or above median, whichever is higher
Physical ability test	n/a	Pass or Fail
Oral interview	60%	Interview score of 75 percent
Peer Interview (if applicable)	n/a	Not Scored
Background investigation	n/a	Pass or Fail
Psychological examination	n/a	Pass or Fail
Medical examination	n/a	Pass or Fail
Polygraph	n/a	Pass or Fail

* Minimum passing score will be announced by the Board prior to conducting the examination and may vary based on the examination or relevant testing agency used by the Board.

All applicants may be required to submit themselves to a physical ability test.

SECTION VI: ENTRY LEVEL APPOINTMENT-WRITTEN EXAMINATION

Information as to the type of written examination employed by the Board will be provided as part of the orientation program (if applicable). All examination documentation shall be and remain the property of the

Board and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration.

SECTION VII: ENTRY LEVEL APPOINTMENT-ORAL EXAMINATION

The Board will select a number of the highest-rated applicants in descending order after completion of the orientation, physical performance examination (if required) and written examination to participate in the oral examination phase of testing. It shall be left to the Board's discretion to determine the number of applicants invited to participate in the oral examinations.

All Commissioners shall participate in the oral examinations, except that oral examinations may be conducted with two Commissioners when one Commissioner is absent due to illness or other exigent circumstances. In no event may examinations be conducted if only one Commissioner is present. In addition, the applicable Chief or his or her designee shall participate in the oral examinations and the grading of each applicant, in the same manner as the Commissioners. Questions shall be asked of each applicant that will enable the Commissioners and the applicable Chief to properly evaluate and grade the applicant on speech, alertness, ability to communicate, judgment, emotional stability, self-confidence, social skills, ability to answer the questions correctly, and general fitness for the position. On completion of each oral examination, the Commissioners and the applicable Chief will discuss the applicant's abilities using the traits listed above. Each Commissioner and the applicable Chief will then evaluate the applicant. Applicants who fail to successfully complete the oral examination will be notified and eliminated from all further consideration.

SECTION VIII: INITIAL ELIGIBILITY REGISTER

1. Initial Eligibility Register. The Board will prepare an "Initial Eligibility Register" of the applicants after completing a written test, physical ability test, oral interviews, and any other relevant testing.
Discretionary non-expiring list: At the boards discretion, the final eligibility register for firefighters and police officers may be a non-expiring list. If the eligibility roster is non expiring, when the commission identifies a need for additional candidates, those who successfully pass the exam will be added to the final eligibility register based on their written exam scores, oral interviews, and preference points. The order of candidates with tied scores will be determined by the date and time of their application submissions. An individual may apply and take the exam each time it is held, and that individual may hold a different position on the Register each time they successfully pass the exam. The Commission will remove candidate entries that have been on the list for two (2) years.
2. Order of Listing. The applicants will be listed on the Initial Eligibility Register in order on the basis of their final weighted score.
3. Revisions to Register. The Initial Eligibility Register is subject to change with the addition of the veteran, educational or law enforcement preference points as prescribed by State statute. Fire Department initial registers will include preference points and oral interview scores.
4. Claims. A dated copy of the Initial Eligibility Register shall be sent to each person appearing thereon. Applicants who are eligible for veteran, educational or law enforcement or preference points, shall make a claim in writing with proof thereof within 10 days after the date of the eligibility register or such claim shall be deemed waived. Fire Department applicants will receive a points packet, which will be applied to the written exam score.
5. Points applied are subject to the review and approval of the Board.

SECTION IX: POLICE DEPARTMENT PREFERENCE POINTS

1. Maximum Possible Police Department Entry-Level Points. An applicant for the rank of patrol officer may receive preference points if that applicant qualifies for those points under this Section. Not more than a total of 5 preference points may be awarded to any applicant. Points may be given only if a proper and valid claim for a preference has been made and only if the standards of the Act and these Rules and Regulations have been met.
2. Available Police Department Entry-Level Points. Preference points for the rank of patrol officer may be awarded for educational status, law enforcement training and employment, or military service, or community service officer experience as follows:
 - (a) Education Points. The applicant may be awarded 5 points if the applicant has successfully obtained an associate's degree in the field of law enforcement or criminal justice, or a bachelor's degree, from a nationally accredited college or university.
 - (b) Law Enforcement Training and Employment Points. The applicant may be awarded 5 points if the applicant has been awarded a certificate attesting to the successful completion of the Minimum Standards Basic Law Enforcement Training Course as provided in the Illinois Police Training Act and is currently serving as a law enforcement officer on a part-time or full-time basis within the State of Illinois.
 - (c) Military Service Points. An applicant shall be awarded 5 points if (a) the applicant was engaged in the active military or naval service of the United States for a total cumulative period of at least one year and was honorably discharged or (b) the applicant is currently or has been on inactive or reserve duty in such military or naval service for a total cumulative period of at least one year, except as provided in Section 10-2.1-8 of the Act.
 - (d) Community Service Officer Points. The applicant may be awarded 3 points if the applicant is employed at the time of the examination call as a community service officer for the Village and has been in that position continuously for at least one year.
3. Time and Method of Claiming Police Department Entry-Level Preference Points. Within 10 days after the posting of an initial eligibility list, each applicant on that list who may claim preference points for educational status, law enforcement training and employment, or military service shall submit his or her claim for that preference in writing to the Commission. Claims not made within that 10-day period will be deemed waived. The applicant, at the time of submitting a claim for a preference, must submit evidence of qualification for that preference.
4. Police Department Promotional Preference Points.
 - (a) Maximum Possible Police Department Promotional Points. An applicant for a promotional rank within the Police Department may receive preference points if that applicant qualifies for those points under this Subsection 4. Not more than a total of 3.5 preference points may be awarded to any applicant.
 - (b) Military Service Points. Upon receipt of a valid claim for a military service preference from an applicant for a promotional position in the Police Department, the Secretary shall add 7/10 of one point to the applicant's total examination score for each six months or fraction thereof of active military service, not exceeding 30 months.

- (c) One Time Only Preference. A preference for a promotional appointment may be made only if the applicant has not previously been promoted in the Police Department. No applicant may receive a preference for a promotional appointment after that person has received one promotion, during his or her employment by the Police Department, from an Eligibility Register on which the applicant was allowed a preference.

SECTION X: FIRE DEPARTMENT PREFERENCE POINTS

1. Maximum Possible Fire Department Entry-Level Points. An applicant for an entry-level position in the Fire Department may receive preference points if that applicant qualifies for such points under this Section. The Board may prescribe the total number of preference points awarded under this Section, but the total number of preference points may not exceed 30 points, except for Joint Apprenticeship points. Points may be given only if a proper and valid claim for preference points has been made and only if the standards for such preference points have been met under the Act and these Rules and Regulations.

Available Fire Department Entry-Level Points. Should the Commission amend these Rules and Regulations to adjust the preference points awarded to firefighter candidates, or if candidates already on the list from previous exams have acquired qualifications they did not have when initially placed on the list, then those on the list will have their scores updated to include preference points they did not receive when originally placed on the list but for which they have since become eligible (those who received preference points that are no longer applicable will not have any points removed). If applicable, such points shall be added when the new exam results are "merged" into the existing list. Following each exam, candidates already on the list from previous exams shall be notified of the timeframe for the submission of claims for additional points.

2. Entry-level preference points in the Fire Department may be awarded for veteran service, fire cadet completion, education, paramedic certification status, experience, and residency as follows:
- (a) Veteran Service Points. An applicant will be awarded 5 points if (a) the applicant was engaged in the active military or naval service of the United States for a total cumulative period of at least one year and was honorably discharged or (b) the applicant is currently or has been on inactive or reserve duty in such military or naval service for a total cumulative period of at least one year, except as provided in Subsection 3(a) of this Section.
- (b) Fire Study and Cadet Points. An applicant who has successfully completed two years of study in fire techniques or cadet training within a cadet program established under the rules of the Joint Labor and Management Committee, as defined in Section 50 of the Fire Department Promotion Act, may be awarded points in an amount set by the Commission prior to issuance of a notice of examination under Section 2.2 of these Rules and Regulations.
- (c) Apprenticeship Points. Firefighter apprentices who meet specific criteria may be awarded up to 20 preference points, which can be added to their final examination scores for original appointment. To qualify, an applicant must have completed a minimum of 600 hours of fire suppression work on a regular shift over a 12-month period, as established by the JAC and any collective bargaining agreement. The JAC evaluates the applicant's performance, determines the number of preference points to be awarded, and certifies this to the commissioners. Applicants must submit a written claim for these preference points within 10 days after the initial eligibility list is posted. Failure to do so will result in the waiver of the claim.
- (d) Education Points. An applicant who has obtained an associate's degree in the field of fire

service or emergency medical services, or a bachelor's degree from an accredited college or university, may be awarded points in the following amounts: 2.5 points for an associate degree, 5 points for a bachelor's degree, and 7 points for a master's or doctorate degree.

- (e) Paramedic Points. An applicant may be awarded 2½ points if the applicant, at the time of the examination, has obtained and holds a valid State of Illinois certification of an Emergency Medical Technician/Basic. Alternatively, an applicant may be awarded 5 points if the applicant, at the time of the examination, has obtained and holds a valid State of Illinois certification of an Emergency Medical Technician/ Paramedic.
- (f) Experience Points. Upon approval of the board, an applicant may be awarded up to 5 preference points under the following standards. This number of 5 experience points presumes a rating scale totaling 100 points for the Eligibility Register. If fewer than 100 total points are used in the rating scale for the Eligibility Register, then the points awarded under this Subsection b will be decreased proportionately.
 - (i) Paid-On-Call, Certified Firefighter Experience with Village. An applicant will be awarded 5 points after successful service as a (a) paid-on-call or part-time certified Firefighter II, (b) State of Illinois or a nationally licensed EMT-B or EMT-I, EMT-P, or (c) any combination of these for the Village, if the applicant at the time of the examination has been serving as one or more of these continuously for at least one year immediately prior to the time of the examination except for any periods of military service or other absences excused by the Deputy Fire Chief. No excused absence will be considered a break in service, but no excused absence will be counted toward the minimum required one year of continuous service. The applicant may be awarded up to a maximum of 5 points under this Subsection a.
 - (ii) Certified Firefighter III and Licensed Paramedic Experience. An applicant will be awarded 1 point for each year of successful, continuous service as a certified Firefighter III and State of Illinois or nationally licensed paramedic. To qualify for any point under this Subsection b, the most recent period of continuous one- year service must have occurred immediately prior to the time of the examination. The applicant may be awarded up to a maximum of 5 point under this Subsection b.
 - (iii) Other Experience An applicant from outside the Village will be awarded 5 points if the applicant has been employed successfully and continuously as a full-time firefighter or firefighter-paramedic for at least two years by fire protection district or another municipality within the State of Illinois. To qualify for the 5 points under this Subsection (iii), the period of continuous employment must have occurred immediately prior to the time of the examination.
- (g) Residency Points. An applicant whose principal residence is located within the Village may be awarded 2 points.

3. Time and Method of Claiming Fire Department Entry-Level Preference Points.

- (a) Veteran Service Points. Within 10 days after the posting of an Initial Eligibility List, each applicant on that list who may claim preference points for veteran service must submit his or her claim for those veteran service points in writing to the Board. Claims not made within that 10-day period will be deemed waived. The applicant, at the time of submitting a claim for veteran service points, must submit evidence of qualification for those points.
- (b) Paramedic and Experience Points. Within 10 days after the posting of an Initial Eligibility

Register, each applicant who may claim preference points for paramedic status or for paid-on-call or other experience must submit his or her claim for one or more of those preferences to the Board, at the time of submitting a claim for a preference, must submit evidence of qualification for that preference.

Paramedic and experience preference points will be added to the applicant's written grade prior to placement of the applicants on a Final Eligibility Register, but only if the applicant has completed the written examination with at least the minimum passing grade.

- (c) Fire Study and Cadet, Education, and Residency Points. Within 10 days after the posting of an Initial Eligibility Register, each applicant on that list who may claim preference points for fire study and cadet, education, or residency must submit his or her claim for that preference in writing to the Board. Claims not made within that 10- day period will be deemed waived. The applicant, at the time of submitting a claim for a preference, must submit evidence of qualification for that preference.
- (d) Limitation of Award of Preference Points. An applicant may not receive an amount of preference points under this Subsection 3 that would move the applicant ahead of any veteran on the Initial Eligibility List. Instead, the applicant may receive that number of preference points that will not move the applicant ahead of any veteran. If two or more applicants receiving veteran points are prevented from receiving all of their points because they cannot move ahead of a veteran, then those applicants will be placed on the Initial Eligibility List below the veteran and in rank order based on the total veteran points they would have received except for the prohibition of moving ahead of a veteran. In the event of tied scores, the tie will be broken by lot in the presence of at least two Commissioners, at a regular or special meeting of the Commission, in a manner the Commission determines is appropriate under the circumstances.

4. Fire Department Promotional Preference Points.

- 1. Military Service Points. Upon receipt of a valid claim of preference from an applicant for a promotional position in the Fire Department, the Secretary shall add 7/10 of one point to the applicant's total examination score for each six months or fraction thereof of active military service, not exceeding 30 months.
- 2. One Time Only Preference. No person shall receive a preference for a promotional appointment after that person has received one promotion, during his or her employment by the Fire Department, from a Eligibility Register on which he or she was allowed such preference.

SECTION XI: FINAL ELIGIBILITY REGISTER

- 1. Final Eligibility Register. The Board will prepare a "Final Eligibility Register" which shall include claimed preference points.
- 2. Ties. In the event of a tie, the following order shall determine position on the eligibility register: written test score, oral interview score, and additional points.

3. Posting. A copy of the Final Eligibility Register, stating the date of its effectiveness and the date of its expiration two years hence, shall be posted and sent to each person appearing thereon. Except for the Fire Department Eligibility list, names will be removed after two years have passed, as noted in Section VIII, Paragraph 1. The Final Eligibility Register shall state that its expiration date may be extended by order of the Board.
4. Post-Offer Examinations. Appointment from this Final Eligibility Register is subject to satisfactorily passing an in- depth psychological examination, a background investigation, and a thorough medical examination (which may include a test of the applicant's vision, hearing, the presence of communicable diseases, as well as a test to screen for the use of drugs and/or narcotics), polygraph and any other relevant test the Board deems necessary. A second interview may be required by the Board.

SECTION XII: PROFESSIONAL EXAMINATIONS AND TESTS

1. Psychological Examination. Each applicant for entry-level appointment shall submit to a psychological examination by such psychologist or psychiatrist as the Board may designate and to a polygraph examination by such examiner as the Board may designate. Such examination shall be without expense to the applicant. Failure of the applicant to take or successfully complete such test shall eliminate him or her from further consideration.
2. Medical Examinations. Medical examinations shall be performed by a licensed physician.

SECTION XIII: PROBATIONARY APPOINTMENT

1. Filling Vacancies. Upon motion of the Board, all vacancies in Fire Department or Police Department shall be filled by individuals who have met all requirements previously listed, in the order in which their names appear on the Final Eligibility Register. The Board may, in its discretion, choose to appoint an applicant who has been awarded a certificate attesting to his or her successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act.
2. Appointments. Any applicant eligible for appointment under these rules may choose one of three options when the Board tenders an appointment:
 - (a) **Accept the appointment** by signing the appointment notice.
 - (b) **Decline the appointment** by signing the declination notice and have their name removed from the eligibility register.
 - (c) **Postpone the appointment** and submit a written reason for the delay. The Board will move the applicant's name to the bottom of the eligibility register, and the applicant understands that the Board may not call them again if the register expires before their name returns to the top.

If an applicant fails to select an option or refuses to accept a probationary appointment within the specified time, the Board will remove the applicant's name from the eligibility register.

3. Probationary Term. All entry-level appointments to the Police Department shall be for a probationary period of 24 months. Each firefighter appointee shall be on probationary status for a period of one year from the date of the appointee begins employment with the Fire Department as a firefighter.
4. At-Will Status. Probationary appointees are "at will" employees and may be summarily dismissed by the Board without cause and are not entitled to the protection afforded to non- probationary full-time members of the fire and police departments by statute or these rules.

SECTION XIV: CERTIFICATION

1. Board Authority. The sole authority to issue certificates of appointment is vested in the Board and all certificates of appointment issued to any officer or member of the Fire Department or Police Department shall be signed by the chairperson and secretary of the Board, upon appointment of such officer or member of the Fire Department and Police Department by action of the Board.
2. Probationary Police Officers. Final certification of probationary police officers shall be subject to successful completion of the Basic Training Course as provided by the Illinois Law Enforcement Training and Standards Board within the prescribed probationary period and having met all the other village and/or department requirements.
3. Probationary Firefighter/Paramedics. Final certification of probationary firefighter / paramedics shall be subject to successful completion of the Fire Apparatus Engineer, State Certification as prescribed by the Illinois State Fire Marshall's Office of Standard and Education Commission within the prescribed probationary period, certified in HazMat Operations, and having met all other village and/or department requirements. Inability to successfully complete this course shall be grounds for dismissal

CHAPTER 4: PROMOTIONAL EXAMINATIONS

SECTION I: GENERAL

Upon notice from the Village Manager or other appropriate corporate authority that a promotional vacancy exists, the Board shall select the individual to be promoted in the manner specified in this Section I.

All examinations for promotion shall be competitive among such members of the next lower rank as desire to submit themselves to examination, and have met all other village and/or department requirements. The manner of evaluation of applicants for promotion shall be nondiscriminatory and job-related. Probationary police officers and firefighters shall be ineligible to test for promotion during their probationary period. In order to qualify for promotion, the eligible applicant must be capable of performing all duties required of that rank. The method of examination and the rules governing examinations for promotion are specified below.

1. Promotional Examinations. The promotional exam may consist of the following portions and any other relevant test deemed appropriate by the Board. The final score shall be apportioned among the tests as declared by the Board prior to the initial phase of testing. If such apportionment is not so declared,

each portion shall be given equal weight.

- (a) Written Test and, at the Village's option, assessment by an independent assessment center.
- (b) Oral Interview. The oral interview shall be conducted in the same manner generally as the oral interview for an entry-level appointment, with the participation of the applicable Chief or his or her designee.
- (c) Merit and Efficiency as established by supervisory staff.
- (d) Seniority. An applicant for promotion shall be given credit for seniority for all actual, full time, sworn service in the department in which he or she is employed on the basis of half-point for each year or fraction of a year, as of the date of the written examination, with a maximum of five points. All such credits shall be added to the final score the applicant attains in his or her various examinations.
- (e) Military service points

2. Initial Promotional List. The Board, upon tabulation of the scores as determined in each of the areas set forth in the Subsection 1 above, shall prepare an Initial Promotional List ranking all applicants in the order in which they finished as compared to the other applicants, with the highest score being first and the lowest score being last. The Initial Promotional List shall be subject to Veteran's Points as set forth in these Rules above. Upon request by the applicant and if otherwise allowable, Veteran's Points shall be added to the applicant's final score and a Final Promotional List shall be compiled and posted following the same procedure as in the preparation of the Initial Promotional List.
3. Those Eligible to Test. In the event no applicant from the immediate next lower rank qualifies for promotion, the Board shall extend the examination successively through all remaining ranks within the service to identify suitable applicants for the vacancy or vacancies. Any applicant who participates in the examination must possess an associate's degree from an accredited college by the date of the written tests.
4. Final Promotional List. Final Promotion Lists shall remain valid for three years.
5. Promotion from Top Three. All promotions shall be made from the three having the highest rating on an existing register. If there are fewer than three names on the eligibility register, then the promotion or promotions shall be made from those names or name remaining on the register. However, if the Board finds that an applicant has demonstrated some substantial shortcoming in work performance or has engaged in misconduct affecting that person's ability to perform the duties of the promoted rank since the posting of the promotion list, that applicant may be deleted from the list by motion of this board.
6. Passing Over. No person may be passed over more than once unless the reason for passing over was not remediable.
7. Striking Names. The Board shall strike off the names of applicants for promotional appointment after they have remained for more than three years, provided there is no vacancy existing which can be filled from the promotional register.
8. Declining Promotion. Any applicant may decline a promotion from a list on one occasion. An applicant who declines promotion a second time will be removed from the promotion list.

9. Ties. In the event of ties, the following order shall determine position on the eligibility register:
 - (a) highest written score,
 - (b) if necessary, highest oral interview score,
 - (c) if necessary, highest evaluation,
 - (d) if necessary, seniority points
 - (e) if necessary, military points
 - (f) if necessary, starting date in previous rank

SECTION II: REGULATIONS THAT APPLY ONLY TO FIRE DEPARTMENT PROMOTIONS-FIRE LIEUTENANTS

1. Governing Rules. Promotions to the rank of Fire Lieutenant shall be made in accordance with these Rules and Regulations, subject to the provisions of the Fire Department Promotion Act, 50 ILCS 742/1 *et seq.*, and the current collective bargaining agreement between the Village and the affected applicants.
2. Minimum Eligibility. The Board may establish minimum eligibility requirements for participation in the lieutenant's testing process including length of employment, education, training and certification in subjects and skills related to firefighting. Any such minimum eligibility requirements shall be published at least one year prior to the commencement of the promotional process.
3. Listing of Tests. Prior to the beginning of the promotional process, the Board will publish a listing of each component of the promotional process to be used, such as (a) Written examination, (b) Assessment Center, (c) Seniority, (d) Merit and Efficiency, and (e) Oral Examination, along with the evaluation procedure for each component.
4. Observers. The union representing the applicants may appoint two impartial observers to be present and monitor all aspects of the administration and scoring of the promotional examinations. The Board may also appoint two impartial observers to monitor the process.
5. Objective Component.
 - (a) Written examinations. Written examinations will consist of matters relating to duties regularly performed by the rank. The contents of the examination must be based upon the content of written materials identified and made available at least 90 days before the examination. The written examination must be administered after all other components of the testing process. The written exam will be supplied by a *bona fide* testing agency, in which case the observers must witness the sealing and shipping of the tests for grading and the opening of the scores upon return. The scores will be provided to the examinees after the date of return and the examinees will be entitled to review the answers that were considered incorrect.
 - (b) Independent Assessment Center. At the Village's option, examination of applicants through an independent assessment center.

6. Scoring. Each component of the promotional process will be scored on a scale of 100 points. Each component score shall then be multiplied by the percentage weighting given to the component. The components of the examination process shall be weighted as follows: Written Examination and Assessment Center if any: 50 points (percent); Seniority: 5 points (percent); Ascertained Merit: 15 points (percent); Subjective Component: 30 points (percent).
7. Inconsistencies. If there is any inconsistency between this Section II and Section I above, this Section II shall prevail.

SECTION III: PROBATIONARY APPOINTMENT

All promotional appointments shall be probationary for a period of one year. In the event the person is unable to meet the terms and conditions of the appointment, the person shall revert to the previous position held.

SECTION IV: APPEAL PROCESS

Applicants wishing to contest the results of a promotional exam shall submit a written request to the Board specifying the alleged errors. The Board shall review the request to determine its validity. The Board shall have the sole discretion to determine the validity of the claim. If the Board determines that an error occurred, it will be corrected as deemed appropriate by the Board. Requests must be submitted to the Board within five days of the posting of the Eligibility Register.

CHAPTER 5: ORDER OF RANK; CLASSIFICATION; OATH OF OFFICE

SECTION I: RANK

The order of rank in the police and fire departments shall be as provided by ordinance and the Village budget. Positions exempt from the jurisdiction of this Board shall be as declared by the Corporate Authorities.

SECTION II: CLASSIFICATION

The Board classifies such offices in the fire and police services for the purpose of establishing and maintaining standards of examinations and promotions based upon job description and departmental regulations.

SECTION III: OATH OF OFFICE

All members appointed to the police and fire department by the Board shall be sworn in by a member of the Board as follows:

I, _____, do solemnly swear or affirm that I will support the Constitution of the United States, the Constitution of the State of Illinois, and the ordinances of the Village of Carpentersville in the County of Kane. I will also abide by the Rules and Regulations of the _____ Department and the orders and directives of the Chief of the department and I will faithfully discharge the duties of the office of _____ according to the best of my ability.

Signed: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

He or she shall enter into such bond in such amount as prescribed by ordinance.

**CHAPTER 6: HEARING OF CHARGES, REMOVALS,
SUSPENSIONS, AND DISCHARGES**

**SECTION I: RULES GOVERNING TERMINATION OF PROBATIONARY
APPOINTMENTS**

During his or her probationary period, an appointee's work shall be evaluated and rated by his or her commanding officers. Probationary appointees are "at will" employees. At any time, prior to the completion of the probationary period, the Chief of the Fire or Police Department, whichever is applicable, may discipline, dismiss, or retain the probationer, as the Chief decides, however, any dismissal requires Village Manager approval. "Cause" is not required for dismissal of a probationary appointee, and the procedures pertaining to Board oversight of any disciplinary or dismissal decision, *inter alia*, the "Rules Governing Hearing of Charges, Removals, Suspensions, and Discharges" are not applicable to probationary appointees.

**SECTION II: RULES GOVERNING HEARING OF CHARGES, REMOVALS,
SUSPENSIONS, AND DISCHARGES**

- I. Disciplinary Action. Disciplinary action, including removal from office and suspension from service in the Fire and Police Departments shall be in compliance with the Fire and Police Commissioners Act of the State of Illinois, being Section 5/10-2.1.1 through Section 5/10-2.1-30, inclusive, of Chapter 65 of the Illinois Compiled Statutes, except as may be modified or superseded by Village home-rule ordinance or a valid, applicable collective bargaining agreement. If there is a conflict between the state law and Village regulation, the Village regulation shall control.
2. Hearing of Charges.
 - (a) Hearings before the Board are not common law proceedings. In conducting a hearing, the Board will generally be guided by the rules of evidence as set forth in Section 10-40 of the Administrative Procedure Act (Section 100110-40 of Chapter 5 of the Illinois Compiled Statutes).
 - (b) "Counsel" as used herein means one who has been admitted to the bar as an attorney at law in this State.
 - (c) No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Board shall be allowed.
 - (d) "Cause for discharge" is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of any public service and something which the law and sound public opinion recognize as cause for the officer or firefighter no longer occupying his or her position.

- (e) A different standard of cause is required to justify a suspension, imposition of a fine, demotion in one rank, removal of the officer or member's name from the promotional eligibility list or any combination of these forms of discipline. In such cases, the discipline must not be arbitrary, unreasonable or unrelated to the requirements of the service.
- (f) The right to determine what constitutes cause rests solely with the Board.
- (g) The complainant or appellant initiating any proceedings which call for a hearing before the Board shall have the burden of proof to establish by a preponderance of the evidence that cause for discipline exists or that a suspension, previously imposed by the Chief of a department, is unwarranted. Should the question of a crime be involved, the rule of "reasonable doubt" shall not control.
- (h) The phrase "preponderance of evidence is defined as the greater weight of the evidence, that is to say, it rests with that evidence which, when fairly considered produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighed against the evidence in opposition thereto.
- (i) All hearings shall be public, in accordance with the Open Meetings Act, except that the Board may meet in closed meeting for any proper purpose recognized in that Act.
- (j) At the time and place of hearing, both parties may be represented by counsel, if they so desire.
- (k) All proceedings before the Board during the conduct of the hearing shall be recorded by a court reporter to be employed by the Board. The records of all hearings will not be transcribed by the reporter unless requested to do so by the Board or any party of interest.
- (l) All witnesses shall be sworn prior to testifying, and all evidence and proof shall conform to the issues. The matter shall be decided by the Board solely on evidence presented at the hearing.
- (m) The Board shall first hear the witnesses either substantiating the charges which have been made against the respondent (person charged) or in support of an appeal brought by a suspended police officer or firefighter. Thereafter the other party may present and examine those witnesses whom he/she desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party. All examination and cross-examination shall be conducted with proper decorum.
- (n) If any person against whom charges have been filed shall fail to appear at the hearing before the Board, the Board may hear such evidence as may be produced and make findings and a decision according to the evidence.

3. Hearing Procedure.

- (a) Complaints Against Police Officers or Firefighters. In all cases, a written complaint ("charges") shall be filed with the Secretary of the Board in quintuplicate, setting forth a plain and concise statement of facts upon which the complaint is based.
- (b) Probable Cause. The Board shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct investigations or informal hearings as may be

necessary for such determination. In the conduct of such investigation or informal hearings, each member of the Board shall have the power to secure by its subpoena both the attendance and testimony of witnesses and the production of books and papers relevant to such investigation.

- (c) Notification of Hearing. Upon the filing of a complaint in quintuplicate with the Secretary of the Board, the Secretary of the Board shall notify both the complainant and respondent of the time and place of the hearing of the charges contained in the complaint. The respondent shall also be served with a copy of the complaint, and if an Order of Suspension is entered by the Board, the respondent, the complainant, the Chief of the Department, the treasurer, the comptroller, manager, or other finance officer of the Village shall be notified of the entry of such Order of Suspension, with a copy of such Order of Suspension.

The Board shall commence the hearing within 30 days of the date that charges are filed. This time limitation is not applicable to hearings conducted to review suspensions of five days or less imposed by the Chief of the Police or Fire Department on a department member.

The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board.

No hearing shall be continued at the request of any of the parties to a proceeding or their attorneys, unless such request is received in writing by the Board's attorney at least 48 hours before the scheduled hearing date.

- (d) Answer; Witness Lists. The respondent shall file an answer to the charges with the Secretary of the Board not less than five days before the day of the hearing. At least five days prior to the hearing, respondent and complainant shall exchange witness lists and provide the Board's secretary with a copy of said list.
- (e) Stipulations. Parties may, on their own behalf, or by counsel, stipulate and agree in writing, or on the record, to a continuance or any material fact. The facts so stipulated shall be considered as evidence in the proceeding. However, the Board is not bound to accept a stipulation to a continuance.

In the event a respondent has been suspended pending a hearing and desires a continuance, it shall also be stipulated and agreed that in the event said respondent is to be retained in his or her position as the result of a decision of the Board following a hearing of the cause, then no compensation shall be paid to the respondent during the period of the continuance.

- (f) Objections to Sufficiency of Charges. Motions or objections to the sufficiency of written charges must be filed or made prior to the hearing before the Board.

4. Subpoenas.

- (a) Any party to an administrative hearing may, at any time before the hearing, make application to the Board by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Board to be relevant to the hearing. On the filing of such applications, subpoenas may be served by any person 21 years of age or older designated by the party requesting the subpoenas. Applications for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to provide. In general, subpoenas will not be issued for anyone residing outside of the State of

Illinois.

- (b) Any request for continuance by reason of inability to serve subpoenas shall be filed with the Board's Secretary at least three days before the date set for such hearing, provided, however, that the Board in its discretion may waive this rule.
5. Service. All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated or mailed by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his or her last known address as reflected by the complaint filed with the Board, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed, by either registered or certified mail, return receipt requested, to a party's address where it was received by a named party.
6. Filing. All papers may be filed with the Board by mailing them or delivering them personally to the Secretary of the Board at the Village of Carpentersville Village Hall, 1200 L.W. Besinger Drive, Carpentersville, Illinois. For the purpose of these Rules and Regulations, the filing date of any paper shall be the date it was received in the office of the Secretary of the Board, in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date which is postmarked on the envelope of such paper.
7. Forms of Papers.
- (a) All papers filed in any proceeding shall be typewritten or printed and shall be on one side of the paper only.
 - (b) If typewritten, the lines shall be double spaced, except that long quotations may be single space and indented.
 - (c) All papers shall be not larger than 8" by 11" with inside margins of not less than one inch.
 - (d) The original of all papers shall be signed in ink by the party filing the paper or by an officer, agent, or attorney thereof, and copies thereof provided the opposing party or his or her counsel.
 - (e) If the papers are filed by an attorney, the attorney's name and address shall appear thereon.
8. Computation of Time. The time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday or a Sunday or a holiday as defined or fixed in any statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or Sunday, then such succeeding day shall also be excluded.
9. Suspension:
- (a) The Board may suspend any member of the Fire and Police Department against whom charges have been preferred, pending a hearing of the charges by the Board, but not to exceed 30 days, without pay.
 - (b) The Chief of the Fire or Police Department shall have the right to suspend any officer under his or her command for a period not to exceed five calendar days and he or she shall notify the Board in writing within 24 hours of the time of such suspension. Any police officer or firefighter so suspended may appeal to the Board for a review of the suspension within five

calendar days after receiving notice of such suspension by filing notice of such appeal in writing with the Secretary of the Board. A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who suspended such officer or firefighter and to the officer or firefighter so suspended in the same manner as if charges were originally filed before the Board.

- (c) The officer or firefighter appealing the suspension has the burden of proof and the obligation of going forward with the evidence.
- (d) Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse it with instructions that the officer or firefighter so suspended receive his or her pay for the period involved, may suspend the officer or firefighter for a period of not more than 30 calendar days, demote or discharge him or her, depending on the evidence presented.

10. Findings and Decision.

- (a) The Board, after hearing the evidence and completion of testimony, may immediately announce its decision in the case or defer such decision until a date fixed by the Board. Upon a finding of guilty, the Board may hear evidence in aggravation and mitigation.
- (b) In case any person charged is found guilty, the Board may discharge, demote one rank, suspend the accused for a period not exceeding 30 days without pay remove a person's name from the applicable Promotional Eligibility List, or any combination of the foregoing.
- (c) The findings and decision of the Board, following a hearing of charges, shall be preserved by the Secretary and notice of said findings and decision sent to the officer or firefighter involved and to the head of the respective department. If the decision is that an officer or firefighter is guilty of the charges preferred, and removal or discharge is ordered, such order of removal or discharge shall become effective immediately.
- (d) The Board shall, within a reasonable time after the hearing is completed, enter its findings and decision on the records of the Board. A copy of the Board's decision shall be placed in the officer or firefighter's personnel file.

SECTION III. APPLICABILITY OF RULES

The personnel of the fire and police department shall be governed by the Rules and Regulations as adopted by the Board and the Regulations of the fire and police departments.

CHAPTER 7: GENERAL PROVISIONS

SECTION I: POWERS AND DUTIES

The Board shall have such other powers and duties as are given it by statutes of the State of Illinois or by ordinance of the Village.

SECTION II: AMENDMENTS TO RULES AND REGULATIONS

Amendments to the Rules of the Board may be made at any meeting of the Board. A notice shall be published in a newspaper of general circulation in the Village of Carpentersville, specifying where such rules are available for inspection. The notice shall specify the date, not less than 10 days subsequent to the date of such

publication when said rules shall become effective.

The rules of the Board shall be reviewed at the Annual Meeting to determine the necessity for any changes and/or additions.

SECTION III: VALIDITY OF RULES AND REGULATIONS

If any portion of the foregoing Rules for the operation of the Board are found invalid by any court, that ruling shall not invalidate any other portions of the Rules.

SECTION IV: LEAVES OF ABSENCE

Leaves of absence shall be granted by reason of military service or duty-related disability as specified in the Illinois Compiled Statutes, Chapter 65, Section 5/10-2.1-23. If a leave of absence is granted by the Board during a probationary period, such probationary period shall be tolled until the probationary employee returns from his or her leave of absence.

SECTION V: TEMPORARY APPOINTMENTS

1. Upon request of the Corporate Authorities to prevent the stoppage of public business, or to meet extraordinary exigencies, the Board may make a temporary appointment to remain in force not exceeding 60 days and only until a regular appointment can be made under these rules. No temporary appointment to an acting rank shall exceed 60 days.

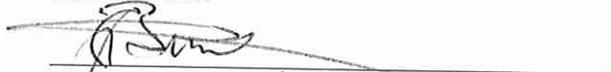
2. If the work for which a probationer has been certified proves to be temporary, and he or she is laid off without fault or delinquency on his or her part before his or her time for probation is completed, the he or she shall be placed on furlough and his or her name will be restored to its proper position on the eligibility list and, upon re-employment, the term he or she previously served shall be credited to him or her and he or she shall continue to complete his or her probationary period.

Adopted by the Board of Fire and Police Commissioners on 2/10/26.

Board of Fire and Police Commissioners Village of
Carpentersville, Illinois



Commissioner



Commissioner



Commissioner



VILLAGE OF CARPENTERSVILLE
1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President

John Skillman

Village Clerk

Caryn Minor

Village Manager

Brad Stewart

Village Trustees

Jeff Frost

Jim Malone

Humberto Garcia

Dickie Abbott

Sam Gupta

Josephine Maniscalco

BOARD REPORT

TO: Village President and Board of Trustees
FROM: Nikki Ang, MPA, Public Works Management Analyst
THRU: Kevin R. Gray, PE, CFM, Director of Public Works and Engineering
DATE: February 17, 2026
RE: AN ORDINANCE AUTHORIZING THE DISPOSAL OF ITEMS OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF CARPENTERSVILLE

BACKGROUND

Equipment that has met or exceeded their useful life expectancy are typically sent to auction and salvaged by interested buyers. Equipment from each department was evaluated by staff and the following have been identified and deemed obsolete, beyond its useful life, or no longer necessary or useful to the department to which it was assigned to. The following items found in Attachment A are recommended for disposal.

ANALYSIS

The items identified in Attachment A will be disposed of by means of public auction, online auction, consignment, best offer, or salvaged.

FISCAL IMPACT

The Village will receive the proceeds generated from the sale of the above items.

DEPARTMENT RECOMMENDATION

It is the recommendation of Public Works Department that the Village Board approve an Ordinance authorizing the disposal of items of personal property owned by the Village of Carpentersville.

ATTACHMENTS

Ordinance

Attachment A – Disposal of Items

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE DISPOSAL OF ITEMS OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF CARPENTERSVILLE

WHEREAS, the Village of Carpentersville, Kane County, Illinois (the “Village”) is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs pertaining to public health, safety, morals, and welfare; and

WHEREAS, the corporate authorities of the Village of Carpentersville find that the property detailed in **Attachment A** is obsolete and no longer necessary or beyond its useful life, or in the best interest of the Village of Carpentersville to retain the personal property described in **Attachment A**; and

WHEREAS, the items identified above will be disposed of by means of public auction, online auction, salvage, or equipment consignment.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois, as follows:

SECTION 1: The foregoing recitals are hereby incorporated herein.

SECTION 2: It is hereby determined that it is advisable and necessary for the Village to dispose of personal property that is no longer necessary or useful to the Village, pursuant to 65 ILCS 5/11-76-4.

SECTION 3: It has been determined that the Village will benefit by selling said equipment by means of public auction, online auction, salvage, or equipment consignment or best offer.

SECTION 4: The Village Manager is hereby authorized and directed to dispose of said equipment by means of public auction, online auction, salvage, or equipment consignment.

[Signature Page Follows]

Motion made by Trustee _____, seconded by Trustee _____

Passed this _____ day of _____, 2026 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Jeff Frost	_____	_____	_____	_____
Trustee Jim Malone	_____	_____	_____	_____
Trustee Humberto Garcia	_____	_____	_____	_____
Trustee Dickie Abbott	_____	_____	_____	_____
Trustee Sam Gupta	_____	_____	_____	_____
Trustee Jo Maniscalco	_____	_____	_____	_____
President John Skillman	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2026

Village President, John Skillman

(SEAL)

ATTEST: _____
Village Clerk, Caryn Minor

Published: _____

**An Ordinance Authorizing the Disposal of Items of Personal Property Owned by the
Village of Carpentersville**

CERTIFICATION

I, Caryn Minor, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Carpentersville, Kane County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Carpentersville.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Carpentersville, held on the ____ day of _____ 2026, the foregoing Ordinance entitled, **AN ORDINANCE AUTHORIZING THE DISPOSAL OF ITEMS OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF CARPENTERSVILLE**, as duly passed by the President and Board of Trustees of the Village of Carpentersville.

The pamphlet form of Ordinance No. 2026-_____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the ____ day of _____, 2026, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of Carpentersville this ____ day of _____, 2026.

Caryn Minor, Village Clerk
Village of Carpentersville,
Kane County, Illinois

(SEAL)

**ATTACHMENT A
ITEMS FOR DISPOSAL**

Item No.	Item Description	Make	Department	Photo
.01	2013 Nissan Altima (Village Vehicle No. C-46)	Nissan	Police	
.02	2011 Ford Taurus (Village Vehicle No. C-39)	Ford	Police	
.03	Rotary Tool (Model No. 572.610530)	Craftsman	Public Works	
.04	Desk Lamp Attachment	Unknown	Public Works	
.05	Various Fire Hydrant Locking Caps (with Fire Hydrant Wrenches)	McGard	Public Works	

.06	Miscellaneous Chairs	Various	Administration	
.07	Water Facilities Motor (Serial No. 1269243)	US Electrical Motors, Inc.	Public Works	
.08	Toolbox	Plano	Public Works	
.09	Office Desk	Unknown	Engineering	
.10	Ratchet Accessories (Incomplete)	Unknown	Public Works	

.11	Shelving Units (Shelving Only)	Unknown	Public Works	
.12	Miscellaneous Stock Supplies and Cabinets	Various	Public Works	



VILLAGE OF CARPENTERSVILLE
1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President

John Skillman

Village Clerk

Caryn Minor

Village Manager

Brad Stewart

Village Trustees

Jeff Frost

Jim Malone

Humberto Garcia

Dickie Abbott

Sam Gupta

Josephine Maniscalco

BOARD REPORT

TO: Village President and Board of Trustees

FROM: Brad Stewart, Village Manager

DATE: February 17, 2026

RE: Ordinance Approving a Design-Build Agreement with Cordogan Clark Consulting Services, Inc for the Renovation of and Addition to Village Hall and the Police Station

BACKGROUND

In 2023, the Village issued a Request for Qualifications for a new building which would serve as Village Hall and our Police Station. ***The decision to proceed with the project was largely predicated on the need for more space in our Police Station***, as well as the existing Mechanical-Electrical-Plumbing systems (“MEP”) from the 1970s experiencing several needs for repair and functional limitations of the MEP’s efficiency 50 years later. The decision to build a new facility, versus upgrading the existing building, was made in light of a professional space needs and functionality analysis which indicated the cost of a new building would cost less than \$20 million and be within \$3 million of the total cost of trying to upgrade the existing facility.

The Village subsequently engaged an architect for the project, in 2024, and by mid-year 2025 it was apparent that the cost estimate of constructing a new building was much more costly than the initial estimate. While different design concepts were

reviewed, anything that would provide the additional square footage (approximately 15,000 square feet) and maintain at least the same amenities as our existing facility would cost \$70-85 million.

Based on the drastic cost increase of new construction, the Village re-opened the possibility of upgrading and expanding its existing building, which resulted in preliminary cost estimates to expand 15,000-20,000 square feet and a complete upgrade to the MEP, in the range of \$35 million, inclusive of anticipated inflationary costs. ***The difference between \$35 million, for a complete upgrade and needed expansion, and \$70+ million, to build a new facility with equivalent space and amenities, was staggering and guided staff to proceed with the issuance of a Request for Proposals in October 2025, to proceed with the upgrade and expansion of our existing Village Hall.***

The Village received six proposals to perform the design and construction oversight for the project. One of the bids was considered non-responsive because it contemplated the construction of a new facility, and one bid was not extensively considered due to the cost estimate exceeding \$67 million.

The other four proposals were all facially viable, ranging in total cost estimate between \$34.2-38.5 million, and with total square footage expansion ranging between 13,200-20,000 square feet.

As a next step, four groups of staff members, consultants, and one elected official, totaling 11 individuals, reviewed the proposals and ranked the four viable proposals to identify a total score, among the categories of: (1) previous experience; (2) key staff and team; (3) project understanding; and (4) cost.

The average total scores, out of 100 possible, were as follows:

1. Cordogan Clark: 89.25
2. Nicholas & Assoc.: 82.29
3. Lamp Inc.: 79.73
4. FH Paschen: 77.21

In recognition of what was a significant margin between the highest ranked proposer and the other three, the Village began engaging in dialogue with Cordogan Clark Consulting Services, Inc. ("Cordogan Clark") to identify if we were comfortable proceeding with its key team members in what will be a major project that will displace staff from occupancy of the existing facility for approximately a year.

Staff is comfortable proceeding with Cordogan Clark for several reasons, including, without limitation:

1. Design Concept: The preliminary concept design identifies a central resident access point, where any resident can have access to our Finance Department, Community Development Department, and Police Department through the main

entrance, instead of the current layout that has residents going to different areas (and floors) of our building. This access point is also identified by our southern parking lot, which would be expanded, instead of other concepts that would have had the main entrance not immediately accessible from a parking area.

The concept also provides a modern look with covered walkways and a more aesthetic glass exterior to the main public access point.

The concept also includes the creation of a new, modern police shooting range on the ground level, instead of what is an almost outdated range in the basement, which is something none of the other proposals identified as a part of the initial concept submission.

2. Space Needs: The total area of expansion in the Cordogan Clark proposal is more than 15,000 additional square feet and recognizes significant expansion of the Police Station, to address the primary space need. This would accomplish what was initially evaluated to be the foreseeable future space need for the Village and its Police Department. The planned use of the existing facility also preserves a substantial amount of the entire Village Hall property's open space for potential additional construction of other facilities, possibly as a Fire Station, in the future.
3. Timing: The Cordogan Clark proposal contemplates a highly detailed design and construction schedule, including the following notable events:
 - Concept design to be completed: May 18, 2026
 - Final design to be completed: October 8, 2026
 - Relocation of staff into temporary work spaces to begin: September 23, 2026
 - Construction of the Addition: September 3, 2026-January 6, 2027
 - Construction of the Upgrades/Renovation: November 16, 2026-January 11, 2028
 - Move in: January 3, 2028

The original move in date was mid-December 2027, but it was pushed back as it took longer to negotiate and finalize the contract for Board presentment.

4. Staff & Team: Cordogan Clark is a well-established design-build firm with a litany of municipal projects, specifically including Village Hall and Police Station construction and/or expansion. Aside from civil engineering for some of the site work, all of the architectural design, engineering, and construction management services are provided directly by Cordogan Clark.
5. MEP: The proposal would include a complete overhaul of the existing mechanical-electrical-plumbing systems. While the downside is that these upgrades will require staff to temporarily relocate during several months of the construction process, that process will result in new MEP systems that should be more efficient and effective and remain in good order for several years.

6. Cost: Cordogan Clark's cost estimate was \$34,766,014, which was technically higher than the lowest estimate, provided by Nicholas & Assoc. (\$34,200,000), but Cordogan Clark proposed close to 5,000 additional square feet in the scope of its projected cost, meaning it was a lower cost/square foot. Please note that the initial estimate does not mean it will be the final price, nor is the price set in motion by the execution of the Contract. Rather, once the design is completed, we will negotiate and finalize what is called a Guaranteed Maximum Price ("GMP") with Cordogan Clark, which the Village Board would approve. While the GMP can still fluctuate based on certain circumstances, the basic premise is that the parties agree to what the outer limit of the total project costs will be. One of the other positives of working with Cordogan Clark is that it has performed favorably to final estimate in the vast majority of its government projects over the past 5 years. In fact, ***Cordogan Clark's cost estimates are historically extremely precise, with the actual costs coming in 0.53% under the final estimated costs***, so this provides additional assurance that the final estimate should be a reliable number.

ANALYSIS

Staff recognizes that this will be the single largest project, in terms of financial commitment, in the history of the Village. The Village has done exhaustive due diligence to get to the point of proceeding with the project over several years, after having analyzed needs, updated direction based on the escalating costs of building new construction, and reviewing several proposals from quality, established design-build companies.

The reality is that our Police Station is already running into functional limitations, as well as the possibility of encountering operational problems in the near future. Another reality is that the cost of maintaining the existing MEP is becoming increasingly costly, as we are largely still reliant on heating and cooling systems that are not efficient and require daily monitoring and frequent repair.

The decision to utilize our existing facility provides a highly cost-effective way to accomplish the goals of expanding space and upgrading our existing facility, including an improved design to promote a better experience for residents. ***The renovation and addition project will literally save us 50 cents on the dollar to the alternative of building a new facility with the same building requirements.*** This equates to millions of saved taxpayer dollars.

The project will not be without challenges, particularly with the facility not being accessible for about a year. Village Hall will not be occupiable workspace or usable for other purposes, such as Board meetings, for a period of approximately 13-15 months. Part of this schedule includes an allowance of \$400,000 for temporary occupancy costs.

At this point, the working plan is that the Police Department will have a sizeable portable prefabricated unit, with full utilities, which will serve as police headquarters during this time, still located by the existing Police Station. We will engage with one or more other agencies to address more intensive functions, such as booking and detention, during this period of time.

Other Village staff will be located at the Public Works facility, which will work as a single resident access point for utility payments, permits, and police records. The Administrative staff will be primarily located in a similar unit to the Police Department and remain onsite.

Village meetings, including Board meetings, will primarily be conducted at Fire Station 93 during this transition period.

FISCAL IMPACT

The current estimated cost of the project, inclusive of all design, engineering, and construction costs would be \$34,775,915, subject to final design and the GMP, which will need to be approved by the Board.

Staff and its legal counsel have spent substantial time reviewing and negotiating terms of the Contract, with some notable positives from that process including the inclusion of Cordogan Clark handling the logistical planning of the existing furniture to and from the current facility during construction, the reduction in the overall Architectural and Engineering Fee by 0.25% below industry standard, and the addition of Cordogan Clark providing landscaping design in its core services without any additional charge. These modifications to the original, standard form agreement are estimated to equate to more than \$100,000 savings out of the gates.

While hopefully irrelevant, the Contract also provides us the option to back out at any time prior to approval of the final design and GMP, subject to less than a million dollars in guaranteed payment to Cordogan Clark, if we did not proceed to construction.

In terms of financing the project, the 2026 capital improvement budget contemplated \$3.5 million to go directly towards the initial expenses of the project, which would more than cover the process to get to the construction phase. While additional funds can be directly allocated in future budget years towards the project, we would be likely looking at bond financing for the remainder, to not overly deplete reserves. Additionally, ***the other advantage of issuing a bond for most of the project costs is that we would still be paying less in total debt service payments by 2031 than we are currently paying.***

While these are projections, the anticipated cost of a 25-year bond would be approximately \$2.4 million annually, assuming we financed \$35 million.

Village's Current Debt	Bond	Average Annual Cost (P&I)	Final Year Payment
Series 2015B		\$755,000	2026
Series 2016		\$750,000	2028
Series 2020		\$1,500,000	2030
Series 2014		\$695,000	2034

As the chart illustrates, ***we will have three of the existing four bond issuances paid***

off by 2030, which will reduce our annual debt service obligations by approximately \$3 million annually. In fact, one of the bonds will be paid off before we would have a debt service payment on the project financing bond, with another one paid off in 2028. Once these three bond issuances are paid in full, our total annual expenditures on debt service will be reduced from approximately \$3.7 million annually to \$3.1 million annually.

Final perspective on the feasibility of the bond financing is that in light of the fact that we viably budgeted \$3.5 million to the project this year, if we simply relied on the bond issuance for the remainder of all anticipated costs of the project, that debt service payment will still be more than \$1 million less than we budgeted for the project this year.

Again, staff respects the magnitude of the project and presents the Contract to proceed as a fiscally responsible and aesthetically attractive method of meeting our building needs for decades.

DEPARTMENT RECOMMENDATION

It is the recommendation of staff that the Village Board approve an Ordinance approving a Design-Build agreement with Cordogan Clark Consulting Services, Inc for the renovation of and addition to Village Hall and the Police Station.

Attachments:

- Ordinance
- Exhibit 1: AIA Document A141PDB-2024: Agreement with Cordogan Clark, with its attachments

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DESIGN BUILD AGREEMENT WITH CORDOGAN CLARK CONSULTING SERVICES, INC. FOR THE RENOVATION OF AND ADDITION TO VILLAGE HALL AND THE POLICE STATION

WHEREAS, the Village of Carpentersville, Kane County, Illinois (the “Village”) is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs pertaining to public health, safety, morals, and welfare; and

WHEREAS, after having engaged in a formal Request for Proposal Process, reviewing proposal submitted thereto, review by staff, and discussions with the identified preferred submitter, Cordogan Clark Consulting Services, Inc., the Village has determined that it wants to proceed with the agreement (“Contract”) attached hereto, to provide the services described therein, including, *inter alia*, planning, architectural and engineering design, and construction management services for the upgrade and expansion of the Village Hall and Police Station facility, including other work on the property, such as the parking lot and landscaping; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Cordogan Clark Consulting Services, Inc. will serve and be in the best interest of the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois, pursuant to its home rule authority, as follows:

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

SECTION 2: APPROVAL OF CONTRACT. The Contract by and between the Village and Cordogan Clark Consulting Services, Inc., is hereby approved, in substantially the form attached to this Ordinance as **Exhibit 1**, and, if necessary, in a final, conforming form to be approved by the Village Manager.

SECTION 3: EXECUTION OF CONTRACT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by Cordogan Clark Consulting Services, Inc. provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage and approval, as provided by law.

Motion made by Trustee _____, seconded by Trustee _____

Passed this _____ day of _____, 2026, by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Jeff Frost	_____	_____	_____	_____
Trustee Jim Malone	_____	_____	_____	_____
Trustee Humberto Garcia	_____	_____	_____	_____
Trustee Dickie Abbott	_____	_____	_____	_____
Trustee Sam Gupta	_____	_____	_____	_____
Trustee Jo Maniscalco	_____	_____	_____	_____
President John Skillman	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2026.

Village President, John Skillman

(SEAL)

ATTEST: _____
Village Clerk, Caryn Minor

Published: _____

CERTIFICATION

I, Caryn Minor, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Carpentersville, Kane County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Carpentersville.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Carpentersville, held on the _____ day of _____ 2026, the foregoing Ordinance entitled, ***An Ordinance Approving a Design Build Agreement with Cordogan Clark Consulting Services, Inc. for the Renovation and Addition to Village Hall and Police Station,*** as duly passed by the President and Board of Trustees of the Village of Carpentersville.

The pamphlet form of Ordinance No. 2026-_____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the _____ day of _____, 2026, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of Carpentersville this ____ day of _____, 2026.

Caryn Minor, Village Clerk
Village of Carpentersville,
Kane County, Illinois

(SEAL)

 **AIA**[®] Document A141[®]PDB – 2024

Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project

AGREEMENT made as of the 17th day of February in the year 2026

BETWEEN the Owner:

« Village of Carpentersville
1200 LW Besinger Drive
Carpentersville, Illinois 60110

and the Design-Builder:

Cordogan Clark Consulting Services, Inc
515 Redwood Drive
Aurora, IL 60506

for the following Project:

Village of Carpentersville Renovation and Addition to the existing Village Hall and Police Station

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 DESIGN PHASE
- 5 DESIGN-BUILDER'S PROPOSAL AND DESIGN-BUILD AMENDMENT
- 6 CONSTRUCTION PHASE
- 7 CHANGES IN THE WORK
- 8 OWNER'S RESPONSIBILITIES
- 9 TIME
- 10 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 11 PROTECTION OF PERSONS AND PROPERTY
- 12 INSURANCE AND BONDS
- 13 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK
- 14 COPYRIGHTS AND LICENSES
- 15 TERMINATION OR SUSPENSION
- 16 CLAIMS AND DISPUTES
- 17 MISCELLANEOUS PROVISIONS
- 18 SCOPE OF THIS AGREEMENT

TABLE OF EXHIBITS

- A INSURANCE AND BONDS
- B DESIGN-BUILD AMENDMENT
- C SUSTAINABLE PROJECTS EXHIBIT
- D AS IDENTIFIED IN SECTION 18.1
- E AS IDENTIFIED IN SECTION 18.
- F AS IDENTIFIED IN SECTION 18.
- G AS IDENTIFIED IN SECTION 18.
- H AS IDENTIFIED IN SECTION 18.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

§ 1.1.1 The Owner's program for the Project:

Program information was provided in the Village of Carpentersville Renovation and Addition to the Village Hall and Police Station Design Build RFP dated 10/27/25, including Addenda 1 and 2 thereto, and information on space needs assessment and building space program in links provided in 11/5/25 email identified in Addendum 1 attached Q&As, and information provided at the pre-construction meeting held on November 5, 2025.

Project's scope includes selective demolition, environmental remediation, renovation of the existing 36,870 SF facility, and a 15,000 to 20,000 SF addition to enhance public service, security, and operational efficiency. Key requirements include maintaining uninterrupted Village operation throughout construction and completing the Project within the Village's schedule and budget requirements set forth in the RFP and Addenda.

Design-Builder will advise on design, site use, construction feasibility, and any potential issues with existing budget estimates, develop detailed master Project schedule for 2027 completion and detailed Project Budget consistent with Owner's stated budget, including value-engineering recommendations, and , coordinate construction with continued partial occupancy and operations at the existing structure, secure labor and materials procurement through competitive bidding and in accordance with prevailing wage and bonding requirements.

§ 1.1.2 The Owner's design requirements for the Project:

Initial Design requirements were provided in the Village of Carpentersville Renovation and Addition to the Village Hall and Police Station Design Build RFP dated 10/27/25, and Addenda 1 and 2 thereto. Key requirements include upgrades to all building systems, ADA and code compliance, and IT improvements. Concept design and scope of work and cost was articulated in the Cordogan Clark RFP response dated 12/15/25. The Owner's design requirements will be further developed during the initial stage of the design process with the programming scope of work

§ 1.1.3 The Project's physical characteristics:

The Project's physical characteristics are outlined in the Village's RFP, Addenda and the concept design articulated in the Cordogan Clark RFP response dated 12/15/25.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

NA

§ 1.1.5 The Owner's building information modeling requirements for the Project, if any:

NA

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

The Village's total project budget is \$33M to \$38M.

§ 1.1.7 The Owner's anticipated design and construction milestones:

- .1 Design-Builder's written report under Section 4.3.3 submission date:
See Preliminary Project Schedule dated February 3, 2026, attached as Exhibit F
- .2 Design Phase milestone dates, if any:
(Include dates, such as milestones for Schematic Design, Design Development, or Construction Documents.)
See preliminary Project Schedule – Exhibit F
- .3 Design Builder's Proposal submission date:
See preliminary Project Schedule – Exhibit F
- .4 Construction commencement date:

- TBD, contingent on approval of Design Build Amendment and GMP by Village Board.
- .5 Substantial Completion date or dates:

See Preliminary Project Schedule – Exhibit F

- .6 Other milestone dates:

Final Completion—See preliminary Project Schedule – Exhibit F

Issue GMP Phase 1—See preliminary Project Schedule – Exhibit F

Issue GMP Phase 2—See preliminary Project Schedule – Exhibit F

Issue Final DB Amendment—See preliminary Project Schedule – Exhibit F

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:

§ 1.1.9 Additional Owner’s Criteria upon which this Agreement is based:

For this Project, the Owner has established the following Owner’s Allowances.

Furniture, Fixture, and Equipment (FF&E) Design and Procurement Allowance for use, if required, in connection with the design, selection, procurement, and delivery of furniture, fixtures, and equipment. Furniture and equipment procurement and delivery costs are not included in the Design-Builder’s Work, but Furniture and Equipment placement and coordination are included in the total Architectural & MEP/FP (Mechanical, Electrical, Plumbing, and Furniture Placement) Engineering Fee (collectively, “A/E Fee”) provided for in Section 2.1.1.2 and 4.7.2.1.

Environmental Design, Testing, and Remediation Allowance for use, if required, in connection with the investigation, design, testing, abatement, or remediation of asbestos or other environmental contaminants existing at the Site and not caused by the Constructor, as provided for under the Agreement.

Owner’s Allowances shall be used only upon the Owner’s authorization and direction and shall **not** be considered for purposes of savings determination under Section 2.3.1.7.

§ 1.1.10 The Owner’s requirements for the information to be furnished in the Design-Builder’s staffing plan for Design Phase Services, as required under Section 4.2.8:

TBD

§ 1.1.11 The Owner’s requirements for subcontractor procurement for the performance of the Work:

« Competitive bidding including state prevailing wage and bonding requirements per RFP, the Village Code Section 3.03.010, and the Contract Documents. All construction contracts for the work will be competitively bid and awarded by Design-Builder to those participants determined to be the lowest responsible and responsive bidder in each category of the work. Design-Builder shall seek to develop subcontractor interest in the project, conduct pre-bid or preproposal meetings, advise the Owner about bidding or proposals, evaluate submissions by responsible bidders and enter into subcontracts for the execution of the Work. The Owner and Design-Builder will review bids for trade work.

Other than services normally associated with Design-Builder’s performance of the General Conditions, Design-Builder shall not perform any portions of the Work unless it has been awarded such portion in accordance with the same procedures imposed upon all other trade contractors or subcontractors, and then, only if the Owner has determined that Design-Builder’s bid or proposal provides the best value for the Owner and this Agreement is amended to include self-performed work. Design-Builder will hold all trade contracts (other than for self-performance of trade work).

Additionally, see Article 6 herein for specific instructions.»

§ 1.1.12 The Owner’s requirements for accelerated or fast-track design and construction, multiple bid packages, or

phased construction are set forth below:

TBD, after consultation with Design-Builder, prior to submission of Design-Builder Proposal

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 8.1.1:
(List name, address, and other information.)

« Brad Stewart
Village Manager
1200 LW Besinger Drive
Carpentersville, Illinois 60110
Telephone: (224) 293-1600
bstewart@cville.org

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors:

(

- .1 Land Surveyor: NA
- .2 Geotechnical Engineer: NA
- .3 Civil Engineer: NA
- .4 Other consultants:

TBD

- .5 Separate Contractors:

TBD

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

Brian Kronewitter»
«Cordogan Clark Consulting Services, Inc.
515 Redwood Drive
Aurora, IL 60506»
Mobile Number: 630-209-7525»
«Email Address: bkronewitter@cordoganclark.com

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers identified below:

1 Architect

«Cordogan Clark & Associates, Inc.
515 Redwood Drive
Aurora, IL 60506

.2 Consultants

«Civil Engineer Pinnacle Engineering Group »
Chicago NW Suburb
847.551.5300
chicago@pinnacle-engr.com

.3 Contractors

«TBD »

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' notice to the other party. Any replacement representative the Design-Builder appoints shall be subject to the Owner's advance, written approval.

§ 1.3 Dispute Resolution

§ 1.3.1 **Initial Resolution of Claims.** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 13.2.2, or arising under Sections 11.3 and 11.4, shall be:

- Subject to a Meet and Confer obligation in accordance with Section 16.2.1.
- Referred to the following Project Neutral for an initial decision in accordance with Section 16.2.2.

If the Owner and Design-Builder do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 16.3.

§ 1.3.2 **Binding Dispute Resolution.** For any Claim subject to, but not resolved by, mediation pursuant to Section 16.4, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 16.4
- Litigation in a court of competent jurisdiction in the County in which the Project is located
- Other: (Specify)

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

§ 1.4 Definitions

§ 1.4.1 **Architect.** The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.2 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is designated as "confidential."

§ 1.4.3 **Consultant.** A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

§ 1.4.4 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior and contemporaneous negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder (although the Owner does not waive any third-party beneficiary rights or rights to assignment it may otherwise have as to the Architect, Consultant, or Subcontractor of any tier). This Contract is a standard form created by the American Institute of Architects (AIA) with modifications that have been agreed between the parties. The parties agree that neither party shall be considered the author of the Contract, and any ambiguities shall be neutrally construed.

§ 1.4.5 **Contract Time.** Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for Commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.6 Subcontractor. A Subcontractor is a person or entity (a) performing all or a portion of the construction or (b) the supply of materials or equipment, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, bonded and insured in the jurisdiction where the Project is located. The term “Subcontractor” includes Subcontractors of any tier,

§ 1.4.7 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.8 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, 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. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Drawings, Specifications, other documents listed in Article B.3 of the Design-Build Amendment and Construction Documents reviewed and approved by the Owner and incorporated into the Contract by amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.9 Design-Builder. The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative. The Design-Builder shall be lawfully licensed, bonded and insured in the jurisdiction where the Project is located. The Design-Builder shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Design-Builder is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner. The Design-Builder will cooperate with the Owner and Architect to create an environment of mutual respect and focus on the success of the Project.

§ 1.4.10 Guaranteed Maximum Price. The Guaranteed Maximum Price (or “GMP”) is the maximum sum that the Owner is obligated to pay to Design-Builder for the Work following execution of the Design-Build Amendment, subject to additions and deductions by Change Order as provided in the Design-Build Documents. The Guaranteed Maximum Price shall include: (a) the Cost of the Work; (b) the Design-Builder’s Fee; and (c) the Design-Builder’s contingency, as set forth in Section 5.1.4. The Guaranteed Maximum Price shall include all sales, consumer, use, and similar taxes for the Work provided by the Design-Builder that are legally enacted, whether or not yet effective, at the time the Design-Build Amendment is executed. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

§ 1.4.10.1 Contract Sum. The Contract Sum is the Cost of the Work plus the Design-Builder’s Fee. The Contract Sum is guaranteed by the Design-Builder not to exceed the Guaranteed Maximum Price established by the Design-Build Amendment.

§ 1.4.10.2 Cost of the Work. The Cost of the Work shall mean actual, net costs necessarily incurred by the Design-Builder in the proper performance of the Work and includes the cost of the Construction Work and compensation for Design Services. to be performed after execution of the Design-Build Amendment.

§ 1.4.10.2.1 The Cost of the Work shall include only the items identified as Costs to be Reimbursed in Section 2.3.2 of this Agreement.

§ 1.4.10.2.2 Where, pursuant to the Design-Build Documents, any cost is subject to the Owner’s prior approval, the Design-Builder shall obtain such approval in writing prior to incurring the cost.

§ 1.4.10.2.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 1.4.11 Work. “Work” means (a) Preconstruction Services, (b) other services required of the Design-Builder during the Design Phase, (c) Design Services performed during the Design Phase, (d) Design Services performed during the Construction Phase, and (e) Construction Work required by the Design-Build Documents. “Work” includes all services and work performed or required to be performed by the Design-Builder under the Contract.

§ 1.4.11.1 Design Services. “Design Services” are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder’s obligations under the Design-Build Documents. Design Services include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

§ 1.4.11.2 Construction Work. “Construction Work,” also referred to as “Hard Construction Costs” is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and whether new construction or modification of existing structures, and includes all other demolition, abatement, disposal, labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder’s obligations under the Design-Build Documents. Where the Work requires construction that modifies or interfaces with existing structures, the Design-Builder shall take such actions as are necessary to make the Work compatible with and appropriately interface with the as-built conditions of the existing structures.

§ 1.4.12 Early Release Work. “Early Release Work” is a limited, predetermined portion of the Project or scope of the Work that the Owner, in its sole discretion, authorizes the Design-Builder to commence before the parties execute the Design-Build Amendment. An Early Release Work shall be authorized by amendment to the Contract.

§ 1.4.13 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 Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.14 Notice

§ 1.4.14.1 Except as otherwise provided in Section 1.4.14.2, where the Design-Build 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 as set forth below:

Notice shall be delivered in all cases via e-mail to the other party’s designated representative, and clearly captioned

"NOTICE." For all legal notices, a copy shall also be delivered either in person, by mail, or by courier.

§ 1.4.14.2 Notice of Claims and Claims as provided in Section 16.1.3 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, with a copy via e-mail designated as a “NOTICE OF CLAIM” or “CLAIM”.

§ 1.4.15 Owner. The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative. A waiver of any provision of the design-build documents can only be made in writing and by the owner’s authorized representative. No other person is authorized to grant such waivers on behalf of the Owner. No officer, agent, representative, or employee of the Owner shall be personally responsible for any liability arising under this Agreement.

§ 1.4.16 The Project. The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.4.17 Mechanical, Electrical, and Plumbing (MEP) Engineering MEP engineering services include the design, drafting, calculation, and documentation of building systems including HVAC, lighting, power, and plumbing design, along with energy modeling, code compliance, site visits, and construction administration services for such systems.

§ 1.4.18 Furniture Placement & Coordination Furniture Placement & Coordination (“FPC”) refers to professional services of space planning, layout, coordination, relocation, and installation of furniture, fixtures, and equipment provided or procured by the Owner for the Project.

§ 1.4.19 **Soft Construction Costs** are indirect, intangible expenses not directly linked to the physical, on-site construction of the building itself, but are essential to project development, including design, permitting, and administrative expenses incurred before, during, or after construction.

§ 1.4.19 **Owner's Allowances** Owner's Allowance means the sum established by the Owner for a specifically identified and potentially variable scope of Work related to conditions that may not be fully determinable at the time of execution of this Agreement.

§ 1.5 The Owner and Design-Builder may rely on the Owner's Criteria set forth in Article 1. If the Owner's Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder's services, and the Design Builder's compensation. The Owner shall adjust the Owner's budget in Section 1.1.6 and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner's Criteria.

§ 1.6 The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services, and supervision with sufficient quantities of fully qualified, competent and experienced personnel; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Design-Builder and to make payments to the Design-Builder in accordance with the requirements of the Design-Build Documents.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment

§ 2.1.1 For the Design-Builder's **Design Phase Basic Services** the Owner shall compensate the Design-Builder as follows:

2.1.1.1 Stipulated Sum: N/A

2.1.1.2 Other

.1 The total Architectural & MEP/FPC (Mechanical, Electrical, Plumbing, and Furniture Placement & Coordination) Engineering Fee (collectively, "A/E Fee") for the Project shall equal six and one-half percent (6.5%) of the **Construction Work cost** as established in the Design-Build Amendment, from which a percentage of the fee not to exceed that set forth in section 2.1.5 shall be paid to the Design-Builder prior to the execution of the Design-Build Amendment as compensation for Design Services.

.2 The total Design-Builder Fee shall be 2.75% of the **Construction Work cost** and shall be calculated accordingly on the GMP Amendment, or if applicable, each phased GMP Amendment, from which the sum of \$145,998 shall be paid to the Design-Builder prior to the execution of the Design Build Amendment as compensation for preconstruction services.

§ 2.1.2 For the Design-Builder's **Other Design Phase Services designated in Section 4.7.1** and for any Sustainability Services required pursuant to Section 4.7.3, the Owner shall compensate the Design-Builder as follows:

- .1 Civil Engineering by Design-Builder's retained consultants: \$55,000.00 Allowance, to be invoiced without mark-up.
- .2 Existing Building 3D Scanning cost: Not to exceed \$45,000.
- .3 Topographical Survey & Geotechnical Services by Design-Builder's retained consultants (exclusive of survey and layout services included in Basic Services): \$40,000 Allowance, to be invoiced without mark-up.

§ 2.1.3 For **Additional Services** that may arise during the Design Phase, including **those under Section 4.8**, the Owner shall compensate the Design-Builder as follows:

Additional Services beyond those noted in § 2.1 shall be negotiated if requested by the Owner. The

Design-Builder shall present a proposal to the Owner for any Additional Services. The proposal shall be subject to the Owner's advance, written approval.

§ 2.1.4 Compensation for Other Design Phase Services and Additional Services of the Design-Builder's Architect and Consultants when not included in Sections 2.1.2 or 2.1.3, shall be the amount invoiced to the Design-Builder's Architect or Consultant plus zero percent (0 %), or as follows:

§ 2.1.5 Compensation for Design Phase Basic Services **prior to the execution of the Design-Build Amendment** shall be calculated as a percentage of the estimated total A/E Fee of \$1,692,576. The Design-Builder has calculated the estimated total A/E Fee based on its preliminary estimate of Hard Construction Costs of \$26,039,636 (inclusive of a 3% escalation assumption in the amount of \$758,436).

Compensation will be paid on a proportional basis for each phase of services as follows:

After Evaluation of Owner's Criteria		percent	3	%	\$50,777.28
After Schematic Design Services		percent	25	%	\$423,144.00
After Design Development Services		percent	17	%	\$287,737.92
After Construction Documents Services (Pre-DB Amendment)		percent	5	%	\$ 84,628.90
After Construction Documents Services (Post-DB Amendment)		percent	30	%	\$507,772.80
After A/E Construction Administration		percent	20		\$338,515.20
Total Basic Compensation	One Hundred	percent	100	%	\$1,692,576.00

All payments made prior to execution of the Design-Build Amendment are provisional and based on **Design-Builder's Fee Proposal presented to Owner on February 17, 2026 (Exhibit H)** and are subject to reconciliation. The A/E Fee will be reconciled after the execution of the DB Amendment in accordance with this Agreement.

§ 2.1.6 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder's, Architect's, Consultants', and Subcontractors' normal review practices.

See **Design-Builder Hourly Rate Schedule** attached as Exhibit G

§ 2.1.7 **Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment**

§ 2.1.7.1 Reimbursable Expenses are in addition to compensation set forth in Sections 2.1.1, 2.1.2, 2.1.3, and 2.1.4 and include expenses that are not included in Design-Builder's Basic Services, and are directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, as follows:

- .1 Transportation to Project Site
- .2 Dedicated data and communication services, teleconferences, and Project web sites and cloud services;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project, including reproduction and delivery costs required for such approval;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Intentionally deleted.
- .7 Special request renderings, physical models, mock-ups, professional photography, and presentation materials outside the scope of Basic Services requested in writing by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.7.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus zero percent (0 %) of the expenses incurred.

§ 2.1.8 **Payments to the Design-Builder Prior to Execution of Design-Build Amendment**

§ 2.1.8.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment,

including the Design Phase Basic Services, Other Design Phase Services, and Additional Services, shall be made monthly by the Owner within 30 days of presentation of the Design-Builder's itemized invoice and in accordance with the Illinois Prompt Payment Act. The Design-Builder's invoice shall include a description of the services performed and shall include any substantiation requested by the Owner.

§ 2.1.8.1.1 Amounts unpaid thirty (30) days in accordance with the Illinois Prompt Payment Act.

§ 2.1.8.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of six years following Substantial Completion of the Project or termination of this Agreement, whichever occurs first.

§ 2.2 Payment for Early Release Work

For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment

§ 2.3.1 Guaranteed Maximum Price

§ 2.3.1.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum up to the Guaranteed Maximum Price as set forth in this Section 2.3.1, in Article 10, and the Design-Build Amendment.

§ 2.3.1.2 The Design-Builder's Fee:

Design-Builder Fee shall be 2.75% of the Cost of the Work and shall be calculated accordingly on the Design-Build Amendment, or if applicable, each phased GMP for the Design-Build Amendment.

The Design-Builder's Fee includes all management, supervision, overhead, and profit. The Design-Builder's Fee covers all costs not reimbursable under the Contract, including all risk management costs not expressly identified as reimbursable. The Design-Builder's Fee is not applied to the Design-Builder's Work performed prior to execution of the Design-Build Amendment. The Design-Builder Fee shall apply only to construction costs included in the Guaranteed Maximum Price and shall not apply, directly or indirectly, to professional services or design-related costs of any kind.

The Design-Builder shall not receive **duplicate or overlapping compensation** for the same or substantially similar design-related services, whether such services are performed by the Architect/Engineer, the Design-Builder's personnel, or and consultant retained by the Design-Builder.

§ 2.3.1.3 The method of adjustment of the Design-Builder's Fee for changes in the Work:

No adjustment shall be made. The Design-Builder's Fee set forth above in Section 2.3.1.2 shall apply to all changes in the Work.

§ 2.3.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractors shall apply a maximum markup of ten percent (10%) for increases in the cost of their portion of changed Work. The total cumulative markups, inclusive of the Design-Builder and its Subcontractors of any tier, for any changed Work shall not exceed twenty percent (20%).

§ 2.3.1.5 Rental rates for Design-Builder-owned equipment shall not exceed ninety percent (90 %) of the standard rental rate paid at the place of the Project.

§ 2.3.1.6 Liquidated Damages

The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion and/or Final Completion within the Contract Time, if any, will be determined by and the Owner and addressed in the Design-Builder Amendment.

(For each item in Section 2.3.1.6.1 through 2.3.1.6.4, insert the information or a statement such as “not applicable.”)

- .1 Insert the monetary amount of liquidated damages, if any, to be assessed:
(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.) TBD
- .2 Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project: TBD
- .3 Insert the limit, if any, on the total amount of liquidated damages: TBD
- .4 Insert any other terms for liquidated damages: TBD

§ 2.3.1.7 Other:

- .1 Following Final Completion of the Work and final reconciliation of the Guaranteed Maximum Price in accordance with this Agreement, any Cost Savings shall be allocated between the Owner and the Design-Builder as provided in this Section.
- .2 For purposes of this Agreement, Cost Savings means the positive difference, if any, between (a) the final Guaranteed Maximum Price, as adjusted by authorized changes and reconciled in accordance with this Agreement, including consolidation of all Component or Phased GMPs, and (b) the final, audited Cost of the Work plus the Design-Builder’s Fee.
- .3 Cost Savings shall be distributed as follows:
Seventy percent (75%) to the Owner; and
Thirty percent (25%) to the Design-Builder.
- .4 Amounts remaining from or attributable to Component Contingencies, Project Contingency, design contingency, construction contingency, or similar contingency allowances shall not be included in the calculation of Cost Savings and shall accrue solely to the benefit of the Owner, unless otherwise expressly agreed in writing.
- .5 Cost Savings shall be determined on a project-wide basis after reconciliation of the consolidated Guaranteed Maximum Price and shall include the costs and compensation associated with Early Release Work authorized under § 4.2.13 and all Component or Phased GMPs, regardless of the phase in which such costs were incurred.
- .6 No Cost Savings shall be deemed to exist, nor shall any distribution occur, until the Guaranteed Maximum Price has been fully reconciled and accepted by the Owner. Cost Savings shall be calculated only once, at final reconciliation, and shall not be determined, distributed, or credited on an interim, phased, or component basis unless expressly authorized in writing by the Owner.
- .7 Cost Savings shall not include amounts attributable to scope reductions, changes in quality, deferred or unperformed Work, or Owner-directed deletions, and shall be subject to the Owner’s audit and verification rights under this Agreement.

§ 2.3.2 Costs to Be Reimbursed

§ 2.3.2.1 Labor Costs

§ 2.3.2.1.1 Wages or salaries of construction workers directly employed by the Design-Builder to perform the Construction Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 2.3.2.1.2 Wages or salaries of the Design-Builder’s supervisory and administrative personnel when stationed at the site and performing Construction Work, with the Owner’s prior approval.

§ 2.3.2.1.2.1 Wages or salaries of the Design-Builder’s supervisory and administrative personnel when performing Construction Work and stationed at a location other than the site, with the Owner’s prior approval, but only for that portion of time required for the Construction Work, and limited to the personnel and activities approved by the Owner. .

§ 2.3.2.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Construction Work, but only for that portion of their time required for the Construction Work and with the Owner's prior approval.

§ 2.3.2.1.4 Costs paid or incurred by the Design-Builder, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits, and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 2.3.2.1. If agreed rates for labor costs, in lieu of actual costs, are established, all costs listed in this Section 2.3.2.1.4 shall be subsumed within the agreed labor rates.

§ 2.3.2.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Subcontractor, or supplier are not reimbursable.

§ 2.3.2.1.6 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall be fully burdened and shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification. Such rates are subject to the Owner's right to audit to confirm the burden has been correctly calculated and applied in accordance with the Design-Build Documents.

§ 2.3.2.2 **Consultant and Subcontract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Subcontractors, and suppliers in accordance with the requirements of their subcontracts or similar agreements, to the extent consistent with the terms of this Agreement.

§ 2.3.2.3 **Costs of Materials and Equipment Incorporated in the Completed Construction**

§ 2.3.2.3.1 Costs, including transportation and storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 2.3.2.3.2 Costs of materials described in the preceding Section 2.3.2.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Construction Work or, at the Owner's option, shall be sold or returned by the Design-Builder. Any amounts realized from such sales or returns shall be credited to the Owner as a deduction from the Cost of the Work.

§ 2.3.2.4 **Costs of Other Materials and Equipment, Temporary Facilities, and Related Items**

§ 2.3.2.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and costs of hand tools not customarily owned by construction workers that are provided by the Design-Builder at the Project site and fully consumed in the performance of the Construction Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ 2.3.2.4.2 Rental charges (not to exceed the local fair market rental costs) actually paid to non-related third parties for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the Project site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Design-Builder, or a related party as defined in Section 2.3.2.7, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 2.3.2.4.2.1 Rentals from the Design-Builder or any entity in which the Design-Builder or one or more of its owners has a direct or indirect ownership interest ("DB Equipment") shall be separately accounted for and the rental costs shall not exceed Rental Rate Blue Book by Data Quest, San Jose, California, or fair market rental costs, whichever are lower. If more than one rate is applicable, the best available rate will be utilized. The rates in effect at the time of the performance of the Construction Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil,

lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. When rental rates payable do not include fuel, lubrication, maintenance and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. The rate for DB Equipment necessarily standing by for future use on the Construction Work shall be fifty percent (50%) of the rate established above. If DB Equipment is required for which a rental rate is not established by the Blue Book, an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Owner prior to performing the Construction Work.

§ 2.3.2.4.3 Costs of removal of debris from the site of the Construction Work and its proper and legal disposal.

§ 2.3.2.4.4 Costs of the Design-Builder's site office, including general office equipment and supplies.

§ 2.3.2.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ 2.3.2.5 Miscellaneous Costs

§ 2.3.2.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to this Agreement. Premiums for insurance and bonds shall be reimbursed on a percentage basis at rates that will be negotiated between the Owner and the Design-Builder as part of the Design-Build Amendment. All other insurance, bond premiums and Subcontractor risk management tools not explicitly required by the Design-Build Documents (including Subcontractor default insurance or Subguard®) are not Costs of the Work but are included within the Design-Builder's Fee and are not otherwise reimbursable.

§ 2.3.2.5.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Design-Build Documents, with the Owner's prior approval.

§ 2.3.2.5.1.2 Costs for insurance through a captive insurer owned or controlled by the Design-Builder, with the Owner's prior approval.

§ 2.3.2.5.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Design-Builder is liable.

§ 2.3.2.5.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Design-Builder is required by the Design-Build Documents to pay.

§ 2.3.2.5.4 Fees of laboratories for tests required of the Design-Builder by the Design-Build Documents; except those related to defective or nonconforming Construction Work for which reimbursement is excluded under Article 17 of this Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section 2.3.2.6.3.

§ 2.3.2.5.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Design-Build Documents.

§ 2.3.2.5.5.1 The cost of defending suits or claims for infringement of patent rights arising from Owner-imposed requirements in the Design-Build Documents, payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Design-Builder had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Design-Builder failed to promptly furnish such information to the Owner as required by Article 3. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees, and costs are excluded by the Design-Build Documents, then they shall not be reimbursable as a Cost of the Work.

§ 2.3.2.5.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 2.3.2.5.7 Costs of document reproductions and delivery charges.

§ 2.3.2.5.8 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 2.3.2.6 Other Costs and Emergencies

§ 2.3.2.6.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 2.3.2.6.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 11.

§ 2.3.2.6.3 Costs of repairing or correcting damaged or nonconforming Construction Work executed by the Design-Builder, Subcontractors, Sub-Subcontractors, or suppliers, provided that such damaged or nonconforming Construction Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Design-Builder, and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Subcontractors, suppliers, or others.

§ 2.3.2.6.4 Costs of implementation of, and compliance with, protective safeguards that may be required under Design-Builder's or Owner's builder's risk policy.

§ 2.3.2.7 Related Party Transactions

§ 2.3.2.7.1 For purposes of this Section 2.3.2.7, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Design-Builder; (2) any entity in which any stockholder in, or management employee of, the Design-Builder holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Design-Builder; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Design-Builder.

§ 2.3.2.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods, or services from the related party, as a Subcontractor, according to the terms of Section 6.8. If the Owner fails to authorize the transaction in writing, the Design-Builder shall procure the Work, equipment, goods, or services from some person or entity other than a related party according to the terms of Section 6.8.

§ 2.3.3 Costs Not to Be Reimbursed

The Cost of the Work shall not include the items listed below, as all such items are covered by the Design-Builder's Fee or are at the Design-Builder's risk:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section 2.3.2.1 or as may be provided elsewhere in this Agreement;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Design-Builder or paid to any Subcontractor, Sub-Subcontractor, or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Design-Builder's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Section 2.3.2;
- .5 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .6 Except as provided in Section 2.3.2.6.3 of this Amendment, costs due to the negligence of, or failure to fulfill a specific responsibility of this Agreement by, the Design-Builder, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Section 2.3.2; and

- .8 Costs, other than costs included in Modifications approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded

§ 2.3.4 Discounts, Rebates, and Refunds

§ 2.3.4.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder if the Design-Builder first offered the Owner the opportunity to take advantage of such discount and/or rebate.. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ 2.3.4.2 Amounts that accrue to the Owner in accordance with Section 2.3.4.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 2.3.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, including electronically copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, payroll records, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor invoices, purchase orders, vouchers, memoranda, and other data relating to this Agreement. The Design-Builder shall preserve these records for a period of three years after Substantial Completion, or for such longer period as may be required by law. The Owner will have access to the Design-Builder's job cost accounting system for the Project and may make electronic copies therefrom. This Section 2.3.5 will also apply to the Design-Builders consultants and Subcontractors of any tier.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Build Documents shall be designed in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and the costs attributable to correction shall not be a Cost of the Work (including fines and penalties, if any). Any Work necessary to be performed after regular working hours, on Sundays, or legal holidays, and for which the Design-Builder is responsible, shall be performed without additional expense to the Owner, unless mutually agreed to.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or

entities performing portions of the Work for, or on behalf of, the Design-Builder. Any extra cost that may result from any such acts and omissions will be the responsibility of the Design/Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work. The Design/Builder shall advise the Owner of required tests, inspections and reports, shall furnish coordination with the Owner for performance of such tests and inspections, and shall advise the Owner of the results of same. Copies of test results shall be furnished to the Owner and the Owner's consulting engineer, as appropriate.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Requests for information to be provided by the Owner, including those that are outstanding;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of submissions and approvals required by authorities having jurisdiction over the Project;
- .10 Status of Claims previously submitted in accordance with Article 16;
- .11 Cumulative total of (a) Basic Design Phase Services, Other Design Phase Services, Additional Design Phase Services, and Reimbursable Expenses performed prior to execution of the Design-Build Amendment, (b) Contract Sum, and (c) balance of the contingency, to date;
- .12 Current Project cash-flow and forecast reports;
- .13 A cost summary, comparing actual costs to updated cost estimates;
- .14 Additional information as agreed to by the Owner and Design-Builder; and
- .15 Forecasted uses of contingency, if any.

§ 3.1.9.1.1 In addition to its monthly progress reports, the Design-Builder shall submit daily reports to the Owner for each work day during the Contract Time. The daily report must identify all activities performed related to the Work, including but not limited to numbers of workers by trade, equipment in use, inspections, and performance of Change Order and Construction Change Directive Work. The daily report shall be completed electronically.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised to reflect the progress of the Work at least monthly prior to Mobilization and twice per month during construction, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner. The Design-Builder shall promptly notify the Owner in writing of any proposed changes in the schedule for the Work or of any event which could delay performance or supplying of any item of the Work and shall indicate the expected duration of the delay, the anticipated effect of the delay on the schedule for the Work and the action being taken to correct the delay situation.

§ 3.1.11 Standard of Care

The Design-Builder shall perform (a) the Preconstruction Services, (b) other services required of the Design-Builder during the Design Phase, and (c) Design Services performed during the Design Phase and Construction Phase consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances in connection with similarly complex projects.

§ 3.1.12 Warranty

The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new unless the Design-Build Documents explicitly require or permit otherwise. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the Construction Work will be performed in a skillful and workmanlike manner, will conform to the requirements of the Design-Build Documents and will be free from defects. Construction Work not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by the Owner's abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, or the Owner's improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Design-Builder is not relieved of its general warranty obligations by the specification or approval of a particular product or procedure in the Design-Build Documents. Warranties in the Design-Build Documents shall survive completion, acceptance and final payment. The Design-Builder's warranty under this Section is not exclusive, and any other warranties, express or implied, may also be exercised by the Owner at its option.

§ 3.1.12.1 All material, equipment, or other special warranties required by the Design-Build Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 10.8.5.

§ 3.1.12.2 The Design-Builder warrants to the Owner that all materials and supplies used in the Work are free from all liens, claims, or encumbrances, and good title to materials and supplies is retained by the Design-Builder and shall be conveyed prior to approval of final payment.

§ 3.1.12.3 The Design-Builder shall remedy, at the Design-Builder's expense, any defect in the Work. In addition, the Design-Builder shall remedy, at the Design-Builder's expense, any damage to the Owner's property, whether controlled or owned, including but not limited to damage to structures, utilities, landscaping, and existing conditions when such damage results from:

- .1 the Design-Builder's failure to conform to Design-Build Document requirements, including any failure to comply with applicable codes, standards, or specifications;
- .2 any defect in equipment, material, workmanship, or design furnished by the Design-Builder, Contractors, or subcontractors, regardless of tier, or any failure of such work to meet the quality and performance standards set forth in the contract documents;
- .3. Negligence, misconduct, or failure to exercise due care by the Design-Builder or its subcontractors, employees, **or agents during the execution of the work;**
- .4. Accidental or incidental damage to the Owner's property resulting from construction activities, including damage caused by equipment, machinery, or other construction-related processes; or
- .5. Any damage to the Owner's property that occurs as a result of any act, omission, or failure to act on the part of the Design-Builder or any of its Contractors or agents.

The Design-Builder shall promptly notify the Owner of any damage and shall take appropriate corrective measures to restore the property to its original condition or to a condition satisfactory to the Owner, at no additional cost.

§ 3.1.12.4 The Owner's Representative shall give notice to the Design-Builder within a reasonable time after discovery of any failure, defect, or damage.

§ 3.1.12.5 If, after the receipt of a notice of a claim under this warranty, the Design-Builder fails to remedy any failure, defect, or damage within a time judged reasonable by the Owner's Representative, the Owner's Representative shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage, at the Design-Builder's expense.

§ 3.1.12.6 All warranties under this Contract or in any way related to this Contract, express or implied, shall be obtained for and shall be subject to direct enforcement by the Owner. The Design-Builder shall provide in each subcontract, or other purchase agreement, for the assignment to the Owner of all such warranties and for the right of enforcement by the Owner. In addition, if necessary the Design-Builder shall:

- .1 obtain for the Owner's benefit all warranties that would be given in normal commercial practice;
- .2 require all warranties to be executed, in writing, for the benefit of the Owner, if so directed by the Owner's Representative;
- .3 enforce all warranties for the benefit of the Owner; and
- .4 obtain for the Owner's benefit all warranties given by any Contractor, at any tier, if such warranty is in excess of the one year warranty period set forth herein.

§ 3.1.12.7 Unless a defect is caused by the negligence of the Design-Builder or Contractors at any tier, the Design-Builder shall not be liable for the repair of any defects of material or design furnished by the Owner.

§ 3.1.12.8 The Design-Builder shall require any Contractor manufacturers or suppliers to execute their warranties, in writing, directly to the Owner

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its Separate Contractors and consultants 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 Owner, or where the copyright violations are contained in the Owner's Criteria. However, if an infringement of a copyright or patent is discovered by, or made known to, the Design-Builder, the Design-Builder shall be responsible for the loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law and subject to the following conditions including the subparagraphs below, the Design-Builder shall defend, indemnify and hold harmless the Owner, the Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, direct and indirect and consequential, including but not limited to attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from the Design-Builder's performance of the Work or the Contract, including but not limited to any claims caused by the negligent acts or omissions of the Design-Builder, Subcontractor of any tier, Architect, Consultant, 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 is caused in part by a party indemnified hereunder. Where claims, damages, losses, or expenses arise from the concurrent negligence of the Owner, and the Indemnitor, the Design-Builder's obligations to indemnify and defend the Indemnified Parties under this Section shall be limited to the extent of the Indemnitors' negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.1.14.3 The Design-Builder agrees to being added by the Owner as a party to any litigation, mediation, or arbitration with third parties in which the Owner alleges indemnification or contribution from any Indemnitor.

§ 3.1.14.4 To the extent that any portion of this Section 3.1.14 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect. The obligations of the Design-Builder under this Section 3.1.14 shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist as to any party or person described in this Section 3.1.14. To the extent the wording of this Section 3.1.14 would reduce or eliminate an available insurance coverage, this Section 3.1.14 shall be considered modified to the extent that such insurance coverage is not affected if so requested by the Owner. This Section 3.1.14 shall survive completion, acceptance, final payment and termination of the Contract.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 15.1.4 or 15.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 3.1.15.2 When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement, but only for events and payment obligations that arise after the date of the assignment.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 12 and AIA Document A141®PDB–2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project, Exhibit A, Insurance and Bonds, as revised.

§ 3.1.16 Liens

§ 3.1.16.1 The Design-Builder shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work to the extent that the Owner has paid the Design-Builder for such. The Design-Builder shall furnish to the Owner such releases of liens and Claims and other documents monthly with its payment application to evidence such payment (and discharge). The Owner may, at its option, withhold payment, in whole or in part, to the Design-Builder until such documents are furnished. The Design-Builder may provide other security acceptable to the Owner, such as a bond, in lieu of paying disputed liens or Claims.

§ 3.1.16.2 The Design-Builder shall defend, indemnify, and hold harmless the Owner from any liens or Claims, including all expenses and the Architect's and attorneys' fees, except to the extent a lien or Claim has been filed because of the failure of the Owner to make a contractually required payment.

ARTICLE 4 DESIGN PHASE

§ 4.1 Design-Builder's Design Phase Basic Services

The Design-Builder's Design Phase Basic Services consist of the Preconstruction Services, Evaluation of Owner's Criteria, Schematic Design Services, Design Development Services, and Construction Documents Services described in this Article 4.

§ 4.2 Preconstruction Services

§ 4.2.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.2.2 The Design-Builder shall advise and make recommendations to the Owner on proposed site use and improvements, selection of materials, building systems and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2.3 The Design-Builder shall schedule and conduct meetings with the Owner, Architect, Consultants, and Subcontractors, as necessary, to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 4.2.4 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 4.2.4.1 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 shall be at the using or relying party's sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 4.2.5 The Design-Builder shall provide recommendations to the Owner with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction, taking into consideration cost reductions, cost information, constructability, provisions for temporary facilities, procurement, and construction scheduling issues.

§ 4.2.6 The Design-Builder shall, with the Owner, consider the value of alternative materials, building systems, and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Guaranteed Maximum Price as provided by the Owner in accordance with Section 8.2.2.

§ 4.2.7 As the Design-Builder progresses with the preparation of the Schematic Design, Design Development, and Construction Documents, the Design-Builder shall consult with the Owner and make recommendations regarding constructability and schedules, for the Owner's review and approval.

§ 4.2.8 The Design-Builder shall provide a staffing plan for Design Phase services for the Owner's review and approval.

§ 4.2.9 Intentionally deleted.

§ 4.2.10 The Owner shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Design-Builder and anyone for whom the Design-Builder is responsible.

§ 4.2.11 Cost Estimating

§ 4.2.11.1 Based on the Design-Builder's evaluation of the Owner's Criteria, the Design-Builder shall prepare, for the Owner's review and approval, a preliminary estimate of the Guaranteed Maximum Price. If the Design-Builder recommends alternatives to the Owner's Criteria, the Design-Builder shall provide cost evaluations of those alternatives.

§ 4.2.11.2 As the Design-Builder progresses with the preparation of the Schematic Design, Design Development, and Construction Documents, the Design-Builder shall prepare and update, at such intervals as required by the Owner and Design-Builder, an estimate of the Guaranteed Maximum Price with increasing detail and refinement. The estimates shall include costs to account for the further development of the design, price escalation, and market conditions, until such time as the parties agree on a Guaranteed Maximum Price. The estimates shall be provided for the Owner's review and approval.

§ 4.2.11.3 If, prior to the conclusion of the Design Development Phase, the Design-Builder's estimate of the Guaranteed Maximum Price exceeds the Owner's budget for the Guaranteed Maximum Price, the Design-Builder shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Guaranteed Maximum Price without additional compensation.

§ 4.2.11.4 If the Design-Builder's estimate of the Guaranteed Maximum Price at the conclusion of the Design Development Phase exceeds the Owner's budget for the Guaranteed Maximum Price, the Owner shall:

- .1 Give written approval of an increase in the budget for the Guaranteed Maximum Price;
- .2 Terminate in accordance with Section 15.1.5;
- .3 In consultation with the Design-Builder, revise the Project program, scope, quality, or other Owner

- Criteria as required to reduce the Guaranteed Maximum Price; or
- .4 Implement any other mutually acceptable alternative.

§ 4.2.11.5 If the Owner chooses to proceed under Section 4.2.11.4.3, the Design-Builder, without additional compensation, shall incorporate the revisions in the Construction Documents Services as necessary to comply with the Owner's budget for the Guaranteed Maximum Price at the conclusion of the Design Development Services, or the budget as adjusted under Section 4.2.11.4.1. The Design-Builder's revisions in the Construction Documents Services shall be the limit of the Design-Builder's responsibility under this Section 4.2.11.

§ 4.2.11.6 After incorporation of revisions under Section 4.2.11.5, the Design-Builder shall, as an Additional Service, make required revisions to the Drawings, Specifications or other documents necessitated by the Design-Builder's subsequent cost estimates or the Design-Builder's Proposal that exceed the Owner's budget for the Guaranteed Maximum Price, except when the excess is due to changes initiated by the Design-Builder in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 4.2.11.7 The Design-Builder does not warrant or guarantee estimates and schedules except as may be included as part of the Design Build Amendment.

§ 4.2.12 Subcontractors and Suppliers

§ 4.2.12.1 The Design-Builder shall provide a contracting plan for subcontractor, consultant, and supplier procurement, addressing the Owner's requirements in Section 1.1.12, for the Owner's review and approval.

§ 4.2.12.2 The Design-Builder shall develop subcontractor and supplier bidders' interest in the Project.

§ 4.2.12.3 The processes described in Section 6.8 shall apply for Early Release Work.

§ 4.2.13 Early Release Work

§ 4.2.13.1 The Design-Builder shall prepare, for the Owner's review and acceptance, a procurement proposal for Early Release Work which includes (a) Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 4.2.13.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 4.2.13.3 Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Guaranteed Maximum Price and the time for performing the Early Release Work shall be included in the Contract Time.

§ 4.2.13.4 Early Procurement of Materials or Equipment by Owner

§ 4.2.13.4.1 If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

§ 4.2.14 Other Design-Builder Preconstruction Services

Insert a description of other Preconstruction services to be provided by the Design-Builder, or reference an exhibit attached to this document.

See Village of Carpentersville Renovation and Addition to the Village Hall and Police Station Design Build RFP dated 10/27/25, including Addenda 1 and 2 thereto.

§ 4.3 Evaluation of the Owner's Criteria

§ 4.3.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.3.2 The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.3.3 In accordance with Section 1.1.7.1, the Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall include:

- .1 A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;
- .2 Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;
- .3 Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's program functions;
- .4 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;
- .5 A preliminary estimate of the Guaranteed Maximum Price, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;
- .6 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;
- .7 An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;
- .8 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and, (v) review and approval of submissions by authorities having jurisdiction;
- .9 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule;

§ 4.3.4 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Schematic Design as described in Section 4.4.

§ 4.3.5 If the Owner's consent granted pursuant to Section 4.3.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 7.

§ 4.4 Schematic Design Services

§ 4.4.1 Based on the Owner's approval of the Design-Builder's written report, the Design-Builder shall prepare Schematic Design Documents for the Owner's review and approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 4.4.1.1 During this phase, the Design-Builder will meet or otherwise communicate with the Owner, applicable building and planning officials, the Fire Marshall, health officials, gas, power, water and sewer providers, and potential staff and neighborhood community groups (if applicable), and the consultants of any of them, as required to facilitate the completion of the design.

§ 4.4.2 The Design-Builder shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's Criteria and the Owner's budget for the Guaranteed Maximum Price. The Owner may obtain more advanced sustainable design services as Other Design Phase Services under Section 4.7.

§ 4.4.3 The Design-Builder shall submit the Schematic Design Documents to the Owner for review and approval. The Design-Builder and Architect shall meet with the Owner to review the Schematic Design Documents.

§ 4.4.4 Upon receipt of the Owner's review comments and the Design-Builder's delivery of its estimate of the Guaranteed Maximum Price at the conclusion of the Schematic Design Services, the Design-Builder shall take action under Section 4.2.11.3, if necessary, and request the Owner's written approval of the Schematic Design Documents. The Owner's participation shall be deemed only an approval of the proposed concept and not the means, techniques, or non-finish materials recommended. If revisions to the Schematic Design Documents are required at the conclusion of the Schematic Design Services, the Design-Builder shall incorporate the required revisions as Design Development Services.

§ 4.5 Design Development Services

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

§ 4.5.2 The Design-Builder shall submit the Design Development Documents to the Owner for review and approval. The Design-Builder and Architect shall meet with the Owner to review the Design Development Documents.

§ 4.5.3 Upon receipt of the Owner's review comments and the Design-Builder's delivery of its estimate of the Guaranteed Maximum Price at the conclusion of the Design Development Services, the Design-Builder shall take action as required under Section 4.2.11.4, if necessary, and request the Owner's approval of the Design Development Documents. If revisions to the Design Development Documents are required at the conclusion of the Design Development Services, the Design-Builder shall incorporate the required revisions as Construction Documents Services. The Owner's participation and approval shall be deemed only an approval of the proposed concepts and not the specific means, techniques or non-finish materials recommended.

§ 4.6 Construction Documents Services

§ 4.6.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Owner's Criteria and the Owner's budget for the Guaranteed Maximum Price, the Design-Builder shall prepare Construction Documents for the Owner's review and approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the Construction Work. The Construction Documents shall incorporate, or be updated to incorporate, agreed upon clarifications and assumptions, if any, from the Design-Builder's Proposal, which are incorporated into the Design-Build Amendment. The Owner and Design-Builder acknowledge that, in order to perform the Construction Work, the Design-Builder will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Owner shall review in accordance with Section 6.3.

§ 4.6.2 The Design-Builder shall incorporate the requirements of authorities having jurisdiction over the Project into the Construction Documents. The Design-Builder shall be responsible as part of its Design Phase Basic Services (with the assistance of the Owner) for coordinating and filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Design-Builder shall be responsible for making the changes in the Construction Documents required by the governmental and utility authorities at its expense, except where such required changes are inconsistent with previous direction from the same authority.

§ 4.6.3 The Design-Builder shall submit the Construction Documents to the Owner for review and approval. The Design-Builder and the Architect shall meet with the Owner to review the Construction Documents.

§ 4.6.4 Upon receipt of the Owner's review comments, the Design-Builder shall revise the Construction Documents and request the Owner's written approval of the Construction Documents. The Owner's participation shall be deemed only an approval of the proposed concept and not the means, techniques, or non-finish materials recommended. The Construction Documents shall become part of the Design-Build Documents upon the Owner's review and approval of the Construction Documents.

§ 4.6.4.1 If the Design-Build Amendment has not been executed prior to completion of the Construction Documents Services, the Design-Builder shall provide an estimate of the Guaranteed Maximum Price to the Owner and take such action as required under Section 4.2.11.5 and request the Owner’s approval of the Construction Documents.

§ 4.7 Other Design Phase Services

§ 4.7.1 The Design-Builder shall provide the Other Design Phase Services listed below only if specifically designated in the table below as the Design-Builder’s responsibility, and unless identified as included in Basic Services, the Owner shall **compensate the Design-Builder as provided in Section 2.1.2**. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Design-Builder is designated, the parties agree that the Other Design Phase Service listed below is not being provided for the Project. This list is not intended to change duties specified in other provisions of this Agreement.

Other Design Phase Services	Responsibility (Design-Builder or Owner)
§ 4.7.1.1 Assistance with selection of subcontractors	NA-included in Basic Services
§ 4.7.1.2 Programming	NA-included in Basic Services
§ 4.7.1.3 Multiple preliminary designs	NA-included in Basic Services
§ 4.7.1.4 3D Scan Additional (see cost in § 4.7.2.1)	Design-Builder
§ 4.7.1.5 Existing facilities surveys	NA-included in Basic Services
§ 4.7.1.6 Site evaluation and planning	NA-included in Basic Services
§ 4.7.1.7 Development of Building Information Models for post construction use	Design-Builder
§ 4.7.1.8 Landscape design	NA-included in Basic Services
§ 4.7.1.9 Architectural interior design	NA-included in Basic Services
§ 4.7.1.10 Post-occupancy evaluation	Design-Builder
§ 4.7.1.11 Facility support services	Design-Builder
§ 4.7.1.12 Tenant-related services	Design-Builder
§ 4.7.1.13 Design-Builder’s coordination of the Owner’s specialty consultants	Design Builder
§ 4.7.1.14 Enhanced Telecommunications/data design	Design-Builder
§ 4.7.1.15 Security evaluation and planning	NA-included in Basic Services
§ 4.7.1.16 Enhanced Commissioning	Design-Builder
§ 4.7.1.17 Sustainable Project Services pursuant to Section 4.7.3	Design-Builder
§ 4.7.1.18 Historic preservation	Design-Builder
§ 4.7.1.19 Civil engineering (see allowance in § 4.7.2.1)	Design-Builder
§ 4.7.1.20 Furniture and Equipment Placement and Coordination, furnishings, and equipment design	NA-included in Basic Services
§ 4.7.1.21 Other services provided by specialty consultants	TBD
§ 4.7.1.22 Other Design Phase Services:	As listed below
.1 Furniture, Fixture & Equipment procurement (Allowance)	Owner
.2 Environmental Design Remediation (Allowance)	Owner
.3 Topographical Survey & Geotechnical Services	Design-Builder

§ 4.7.2 Description of Other Design Phase Services

§ 4.7.2.1 A description of each Service identified in Section 4.7.1 as the **Design-Builder’s responsibility** is provided below.

- .1 Existing Building 3D Scan, subject to not to exceed fee as provided in Section 2.1.2.

- .2 Enhanced telecommunications/data design beyond locating basic IT devices on Plans and similar services included in Basic Services)
- .3 Enhanced Commissioning (beyond fundamental commissioning included in Basic Services)
- .4 Civil Engineering by Design-Builder's retained consultants, subject to the allowance provided in § 2.1.2
- .5 Topographical Survey & Geotechnical Services by Design-Builder's retained consultants, subject to the allowance provided in § 2.1.2.

§ 4.7.2.2 A description of each Other Design Phase Service identified in Section 4.7.1 as the **Owner's responsibility** is provided below.

- .1 The Owner has established a **Furniture, Fixture, and Equipment (FF&E) Design and Procurement Allowance** in the amount of **Four Hundred Thousand Dollars (\$813,900)** for use, if required, in connection with the design, selection, procurement, delivery, and installation coordination of furniture, fixtures, and equipment. This allowance shall be used only upon the Owner's authorization and direction and is for the Owner's use only. This allowance is included in the **Cost of the Work** for the purposes of calculation of the Design-Builder's Fee and shall not be considered for purposes of savings determination under Section 2.3.1.7.
- .2 The Owner has established an **Environmental Design, Testing, and Remediation Allowance** (see Articles 1 and 2) which includes investigation, design, testing of/for environmental contaminants existing at the site. The design services within the Owner's allowance are only those outside the Architect/Engineer's Basic Services and are to be performed by Design-Builder from this allowance only as requested and authorized by the Owner. Unexpended portions of the allowance shall not be considered for purposes of savings determination under Section 2.3.1.7.

§ 4.7.3 If the Owner identified a Sustainable Objective in Article 1, the Design-Builder shall provide, as an Other Design Phase Service, the Sustainability Services required in AIA Document A141PDB-2024 Exhibit C, attached to this Agreement. The Owner shall compensate the Design-Builder as provided in Section 2.1.2.

§ 4.7.2 Additional clarification regarding Services identified in Section 4.7.1 as included in the Design-Builder's Basic Services responsibility is provided below:

- .1 Landscape design (§ 4.7.1.8) is included in Basic Services and is not an Additional Service nor included in any Landscape Allowance identified in Design-Builder's Fee Proposal (Exhibit H) or subsequent proposals for the hard construction costs.
- .2 Furniture and Equipment Placement and Coordination (§ 4.7.1.20) includes professional services of space planning, layout, coordination, relocation, and installation of furniture, fixtures, and equipment provided or procured by the Owner for the Project as required to facilitate the Work and the Owner's continued operations. Such coordination shall include reasonable advance notice, sequencing, and protection of relocated items, consistent with the Owner's operational requirements identified in this Agreement. Compensation for Furniture, Fixture and Equipment Placement and Coordination is included in the Design Phase Basic Services Fee provided for in Article 2 and is not an Additional Service or part of the Owner's FF&E allowance.

§ 4.8 Design Phase Additional Services

The Design-Builder may provide Additional Services after execution of this Agreement without invalidating this Agreement. The Design-Builder shall not move forward in rendering such Additional Services without the written or email permission of the Owner. In the absence of mutual agreement in writing, and subject to this Section 4.8, the Design-Builder shall promptly notify the Owner prior to providing any services requiring an adjustment in the Design-Builder's compensation and shall specify the proposed adjustment. Failure to provide such timely written notice shall be a waiver of any compensation for Additional Services. Except for services required due to the fault of the Design-Builder, any Additional Services provided in accordance with this Section 4.8 shall entitle the Design-Builder to compensation pursuant to Section 2.1.3 and an appropriate adjustment in the Design-Builder's schedule.

§ 4.8.1 Upon recognizing the need to perform the following Additional Services not caused by the fault or negligence of the Design-Builder or its consultants, the Design-Builder shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Design-Builder shall not proceed

to provide the following Additional Services until the Design-Builder receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Owner's Criteria, previous instructions or recommendations given by the Owner, approvals given by the Owner, or a material Owner-driven change in the Project including size, quality, complexity, the Owner's schedule or budget for Guaranteed Maximum Price;
- .2 Making revisions in Drawings, Specifications, or other documents as required pursuant to Section 4.2.11.6, when such revisions are required because the Design-Builder's estimate of the Guaranteed Maximum Price or the Design-Builder's Proposal exceeds the Owner's budget for the Guaranteed Maximum Price, except where such excess is due to changes initiated by the Design-Builder in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the unexpected enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by unexpected official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner not rendered in a reasonably timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Separate Contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and Separate Contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .8 Preparation for, and attendance at, a public presentation, meeting, or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Design-Builder is party thereto;
- .10 Consultation concerning replacement of Construction Work resulting from fire or other cause during construction; and
- .11 Additional preconstruction services of the Design-Builder in excess of those identified in this Article 4.

§ 4.9 Owner's Design Phase Responsibilities. The Owner shall coordinate the design activities of the Owner's own forces and consultants, and of each Separate Contractor, with the Design Services of the Design-Builder, who shall cooperate with them.

ARTICLE 5 DESIGN-BUILDER'S PROPOSAL AND DESIGN-BUILD AMENDMENT(S)

§ 5.1 Design-Builder's Proposal

§ 5.1.1 At a time to be mutually agreed upon by the Owner and the Design-Builder, but no earlier than the conclusion of the Design Development Services, the Design-Builder shall prepare the Design-Builder's Proposal for the Owner's review and acceptance. One or more Proposals may be prepared for different phases of the Project if authorized by the Owner.

§ 5.1.2 To the extent that the Design-Build Documents are anticipated to require further development, the Guaranteed Maximum Price in the Design-Builder's proposal shall include the costs attributable to such further development consistent with the Design-Build Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required and accepted by the Owner, shall be incorporated by Change Order.

§ 5.1.2.1. Phased or Component Guaranteed Maximum Price At the Owner's discretion and upon written authorization, the Guaranteed Maximum Price may be established through one or more phased or component Guaranteed Maximum Price determinations covering discrete portions of the Design Services or Construction Work (each, a "Component GMP"), rather than as a single comprehensive Guaranteed Maximum Price established at one time.

- .1 **Establishment and Effect of Component GMPs** Each Component GMP shall be established in accordance with the requirements of this Agreement applicable to the Guaranteed Maximum Price, including submission of a detailed scope description, assumptions, qualifications, allowances,

contingencies, and supporting documentation. Upon Owner acceptance, a Component GMP shall be binding solely for the scope of Work expressly included therein and shall not obligate the Owner to authorize subsequent phases or components of the Work;

- .2 **Contingencies** Each Component GMP may include a Component Contingency applicable only to the scope of Work included in that Component GMP. In addition, the Owner may authorize the inclusion of a Project Contingency applicable to risks affecting the Work as a whole. Component Contingencies shall be available only for costs properly attributable to the applicable component. The Project Contingency shall not be allocated to a Component GMP and shall be administered at the project level. Use, transfer, or reallocation of contingency amounts shall be subject to the requirements of this Agreement and Owner approval where;
- .3 **Savings and Reconciliation** Savings realized within an accepted Component GMP shall remain within that Component GMP and shall be reflected as a reduction to the cost of the applicable component as the Work progresses. Such savings shall roll forward and be carried into the consolidated Guaranteed Maximum Price described below. Following establishment of the final Component GMP, the Design-Builder shall submit, for the Owner's review and acceptance, a consolidated Guaranteed Maximum Price that aggregates all previously accepted Component GMPs and reflects all realized savings, unused contingencies and allowances, and authorized adjustments. Upon Owner acceptance, a final reconciliation and true-up shall occur, and the consolidated Guaranteed Maximum Price shall govern all remaining administration of the Agreement, except as otherwise expressly;
- .4 **Consolidation** Upon Owner acceptance of the consolidated Guaranteed Maximum Price, such consolidated Guaranteed Maximum Price shall supersede the individual Component GMPs for purposes of administration, including adjustments, savings, contingencies, and reconciliation, while preserving the historical record of previously accepted Component GMPs. Multiple Component GMP's shall not create a "line-item GMP" with respect to each component of the Work, nor shall they create multiple completion dates for purpose of calculating liquidated damages, delay damages or otherwise; provided, however, that line items for components of Work with the GMP can only be re-allocated with the Owner's written approval, which approval shall not be unreasonably withheld;
- .5 **Early Release Work** Early Release Work authorized under § 4.2.13 may be included within a Component GMP or, if authorized prior to establishment of the applicable Component GMP, may be incorporated into a subsequent Component GMP or the consolidated Guaranteed Maximum Price. Compensation for Early Release Work shall be reconciled and consolidated in accordance with § 4.2.13.3 and this Section § 5.1.2.1. Authorization of Early Release Work or a Component GMP shall not obligate the Owner to authorize additional phases of Work or to establish a consolidated Guaranteed Maximum Price unless and until the Owner elects to do so in writing.

§ 5.1.3 The Design-Builder shall include with the Design-Builder's Proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto;
- .2 A list of all Submittals that will be submitted to the Owner in accordance with Section 6.3.5;
- .3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal, including assumptions under Section 5.1.2;
- .4 A statement of the proposed Guaranteed Maximum Price;
- .5 The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;
- .6 A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and
- .7 A date by which the Owner must accept the Design-Builder's Proposal.

§ 5.1.4 **Design-Build Contingency.** In preparing the Design-Builder's Proposal, the Design-Builder shall include a contingency not to exceed ten percent (10%) of the estimated Cost of the Work for the Design-Builder's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The final amount of the contingency will be stated in the Design-Builder's Itemized Guaranteed Maximum Price Proposal attached to the Design-Build Amendment.

§ 5.1.4.1 The contingency may be used for example, to cover costs related to gaps between schematic design and final construction documents, including minor errors in, or omissions from, the drawings, subcontractor buy-out errors, failure of a Subcontractor of any tier, unanticipated tariffs, expediting costs for critical materials, costs based on escalation of material or equipment prices beyond the Escalation Allowance, costs based on acceleration beyond the Acceleration Allowance, costs based on material or equipment shortages, and costs based on labor rate escalation beyond the Escalation Allowance. Owner generated project scope changes that result in additional cost shall not utilize this contingency, but shall be considered a Contract Change Order. The Design-Builder will use the contingency only with the Owner's prior written consent, which consent shall not be unreasonably withheld. The Design-Builder shall track and report contingency use monthly with its monthly reports. Any unused contingency remaining at completion of the Project shall be returned to the Owner through a deductive Change Order to the Guaranteed Maximum Price. Any remaining contingency shall be subject to the Shared Savings provision of this Agreement.

§ 5.1.5 The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall, at its own cost, make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 5.2 Design-Build Amendment(s)

§ 5.2.1 If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder may execute the Design-Build Amendment setting forth the Guaranteed Maximum Price with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

§ 5.2.2 The Design-Builder shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Design-Build Amendment unless the Owner provides prior written authorization for such costs.

§ 5.2.3 Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

ARTICLE 6 CONSTRUCTION PHASE

§ 6.1 Commencement of the Construction Work. Except for any Early Release Work described in Section 4.2.13, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

§ 6.1.1 Construction Schedule. The Design-Builder shall, within fourteen days of execution of the Guaranteed Maximum Price Amendment, submit for the Owner's review a detailed construction schedule, utilizing the CPM method. The Design-Builder shall submit an updated construction schedule each month with its Application for Payment. The construction 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 Design-Build Documents. The schedule shall be revised monthly as required by the conditions of the Work and Project. The construction schedule shall be prepared by a competent scheduler, and used by the Design-Builder to plan, prosecute, and coordinate the Work in an orderly and expeditious manner.

§ 6.2 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be fully and solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under this Agreement, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 6.3 Submittals

§ 6.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

- .1 **Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Construction Work.
- .2 **Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials

or equipment for some portion of the Construction Work.

- .3 Samples.** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Construction Work will be judged.

§ 6.3.2 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 6.3.6.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

§ 6.3.3 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time to review submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Guaranteed Maximum Price or extension of Contract Time based on the time required for review of submittals.

§ 6.3.4 Documents and Submittals at the Site

The Design-Builder shall make available at the Project site the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

§ 6.3.5 Design-Builder's Submittal Responsibilities

§ 6.3.5.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

§ 6.3.5.2 By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder 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 Construction Work and of the Design-Build Documents.

§ 6.3.5.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner.

§ 6.3.5.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

§ 6.3.5.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ 6.3.6 Owner's Submittal Responsibilities

§ 6.3.6.1 The Owner will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed

in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time 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 Design-Builder as required by the Design-Build Documents. The Owner's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 6.3.5. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 6.3.6.2 Upon review of the submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 6.3.6.3 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
TBD

§ 6.4 Services Necessary to Support Construction Work

§ 6.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 6.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 6.4.2.1 The Owner shall be entitled to rely upon the services, certifications, and approvals provided by such design professionals under Section 6.4.2. The Owner shall provide prompt notice to the Design-Builder if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner.

§ 6.4.3 As part of its Design Services, the Design-Builder shall continue to coordinate with the Owner regarding the temporary or permanent relocation of personnel, furniture, equipment, and fixtures as required to facilitate the Work and the Owner's continued operations. Such coordination shall include reasonable advance notice, sequencing, and protection of relocated items, consistent with the Owner's operational requirements identified in this Agreement. Compensation for Furniture, Fixture and Equipment Placement and Coordination is included in the Design Phase Basic Services Fee provided for in Article 2.

§ 6.5 Labor and Materials

§ 6.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder 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 Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 6.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

§ 6.5.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Construction Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Design-Builder shall immediately remove from the Work any person whose removal the Owner requests with reasonable cause at no change in the Contract Sum or Contract Time.

§ 6.5.4 The Design/Builder shall not contract with any person or entity declared ineligible under Illinois or Federal laws or regulations from participating in Illinois state assisted or federally assisted construction projects for to whom the Owner has made reasonable objection. The Design/Builder shall not be required to contract with anyone to whom the Design/Builder has reasonable objection. All subcontracting by Design/Builder shall be done in accordance with the Village's Code, specifically including Section 3.04.010, "Purchasing and letting of contracts," and Section 6.8 of this Agreement.

§ 6.5.5 Materials shall conform to the manufacturer's standards in effect at the date of execution of Design-Build Amendment and shall be installed in strict accordance with the manufacturer's instructions, specifications and directions.

§ 6.5.6 Design-Builder shall provide to the Owner and have copies available at the Project site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Design-Builder or any Subcontractor of any tier at the Project site. The Design-Builder shall not be entitled to an increase in the Contract Time or Contract Sum arising from its failure or alleged failure to comply with this requirement

§ 6.5.7 All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards, and shall also be free of all hazardous materials. At the completion of the Project, the Design-Builder shall submit Certifications of Asbestos-Free and of Lead-Free Materials certifying that all materials and products incorporated into the Work meet the requirements of this Section and shall also certify that materials and products incorporated into the Work are free of hazardous materials.

§ 6.6 Permits, Fees, Notices and Compliance with Laws

§ 6.6.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

§ 6.6.2 The Design-Builder 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 Construction Work. The Design-Builder shall comply with all of the Owner's policies, procedures, site rules, and other standards.

§ 6.6.2.1 Reserved.

§ 6.6.2.2 The Design-Builder shall comply with pertinent Illinois statutory provisions relating to public works, including but not limited to prevailing wage, minimum wage, discrimination, and safety.

§ 6.6.2.6 The Design-Builder shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplaces, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

§ 6.6.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or indicated in reports provided to the Design-Builder by the Owner, 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 Design-Build Documents, the Design-Builder shall promptly provide written notice to the Owner before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Guaranteed Maximum Price or Contract Time, or both, shall be equitably adjusted. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder may submit a Claim as provided in Article 16.

§ 6.6.4 If, in the course of the Construction Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents,

the Design-Builder shall immediately suspend any operations that would affect them and shall immediately notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder 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 Guaranteed Maximum Price and Contract Time arising from the existence of such remains or features may be made as provided in Article 16.

§ 6.6.5 The Design-Builder should assume that the locations of any underground or hidden utilities, underground tanks, plumbing or electrical runs indicated in the surveys provided by the Owner are shown in approximate locations, but the Design-Builder is responsible for making all utility location verifications. The Design-Builder shall not damage or interrupt utilities or utility services of any kind. The Design-Builder shall bear the risk of loss arising out of its Work which directly or indirectly damages or interrupts any utilities or utilities services, or causes or contributes to damages of any nature, except in the case where the loss resulted because the utility location information provided by Owner or utility provider was significantly inaccurate.

§ 6.7 Allowances

§ 6.7.1 The Design-Builder shall include in the Guaranteed Maximum Price all allowances stated in the Design-Build Documents. The Design-Builder must provide the Owner with written notice of its intent to expend an allowance amount (providing the Owner with the opportunity to approve or reject the cost) before expending an allowance amount. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has made reasonable written objection. Allowances may generally not be included in subcontracts, and any allowance must be approved by the Owner.

§ 6.7.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes (except Illinois Sales Tax), less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, shall be included in the Guaranteed Maximum Price but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Guaranteed Maximum Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual, reasonable costs and the allowances under Section 6.7.2.1 and (2) changes in Design-Builder's costs under Section 6.7.2.2.

The Design-Builder must notify the Owner with at least fourteen days advance notice before the Design-Builder reaches the contractual value of an allowance amount, with estimates and justification (providing the Owner with the opportunity to approve or reject the excess costs), before exceeding an allowance amount. If the Design-Builder fails to provide such advance notices to the Owner, then the Owner shall not be responsible for any costs incurred in excess of the allowance amount.

§ 6.7.3 Prior Written Authorization Required No portion of an Allowance may be expended without prior written authorization by the Owner's authorized representative. Unauthorized expenditures shall be non-reimbursable. Each authorization shall:

1. Identify the specific scope of work;
2. Establish a **task-specific Not-to-Exceed amount**; and
3. Confirm funding availability within the Allowance being drawn from.

§ 6.7.4 Competitive Procurement Requirement To the extent required by applicable public procurement law or Owner policy, Allowance work shall be competitively procured or selected from pre-qualified lists approved by the Owner, in accordance with Section 6.8 of this Agreement. Sole-source procurement shall require written justification and Owner approval.

§ 6.7.5 Accounting, Documentation, and Audit The Design-Builder shall maintain separate, auditable accounting records for all Environmental Allowance expenditures, segregated from all other Cost of the Work. All invoices shall include detailed description of services performed; labor classifications, hours, and rates; third-party invoices and reports; and evidence of Owner authorization. Allowances shall be subject to audit at any time by the Owner or its designee, including post-completion audit. Costs found to be unsupported, unauthorized, duplicative, or non-compliant shall be disallowed and reimbursed to the Owner.

§ 6.7.6 Reconciliation and Adjustment Except as provided in Section 6.7.8, at the time the Guaranteed Maximum Price is established:

1. All Allowance expenditures incurred to date shall be reconciled;
2. The remaining Allowance balance shall be confirmed, reduced, or if expressly authorized by the Owner, reallocated based on verified related scope; and
3. All Allowance shall be incorporated into the Guaranteed Maximum Price as Allowance items, unless provided otherwise in this Agreement or by the Owner.

§ 6.7.7 Final Reconciliation Upon completion of the Work covered by the Allowance, (1) Any unused Allowance balance shall be credited to the Owner and deducted from the Guaranteed Maximum Price or final Contract Sum; and (2) any costs exceeding the Allowance shall be borne by the Design-Builder unless the Owner, in its sole discretion issues a Change Order for such amount. The Design-Builder Fee shall **not** be applied to any unused portion of an Allowance. Allowance costs shall not duplicate compensation paid under any other provision of the Agreement, including the Architect/Engineer's base fee or reimbursable expenses. Any duplication shall be promptly credited to the Owner.

§ 6.7.8 Owner's Allowances

§ 6.7.8.1 The unexpended portion of the Environmental Design, Testing, and Remediation Allowance shall be included in the Cost of the Work as a line item but shall not be considered for purposes of savings determination under Section 2.3.1.7.

§ 6.7.8.2 Section 6.7 does not apply to the Furniture, Fixture, and Equipment (FF&E) Design and Procurement Allowance. The unexpended portion of this allowance shall not be included in the Cost of the Work and shall not be considered for purposes of savings determination under Section 2.3.1.7.

§ 6.8 Subcontracts and Other Agreements

§ 6.8.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder.

§ 6.8.1.1 Competitive Bidding All portions of the Work, other than minor work, site clean-up, etc. ("General Conditions"), shall be performed by trade contractors or subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Document and who have been selected using competitive bids, State Co-op purchasing, or competitive sealed proposals. With the Owner's approval, Design-Builder shall publicly advertise and solicit either competitive bids, Co-op purchasing or competitive sealed proposals in accordance with the policies and procedures approved by Owner. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids.

§ 6.8.1.2 On all portions of the Work for which Design-Builder does not submit a bid or proposal, Design-Builder and the Owner shall receive and open all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. On any portion of the Work for which Design-Builder submits a bid or proposal, the Owner shall receive and open the trade contractors', subcontractors' and Design-Builder's bids or proposals, but shall not disclose the contents of the bids or proposals until the selection process therefore is completed. All bids or proposals shall be made public within seven (7) days after the date of final selection.

§ 6.8.1.3 The Design-Builder shall deliver all bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 6.8.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ 6.8.1.4 Subject to the provisions of the Illinois Municipal Code and the Village's procurement ordinances, when a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder as the lowest

responsible bidder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 6.8.2 Subcontracts or other agreements shall include all necessary insurance and bond requirements for the scope of work and shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee. Design Builder shall incorporate into all subcontracts the applicable state and federal provisions made a part of Contract Documents, and all applicable obligations provisions of this Agreement, including but not limited, those related to safety, insurance, and indemnification.

§ 6.8.3. The use of subcontractors by Design-Builder shall not relieve Design-Builder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Agreement. All Work performed under any subcontract shall be subject to all applicable provisions of this Agreement in the same manner as if performed by employees of Design-Builder, and every reference in this Agreement to “Design-Builder” shall be deemed also to refer to all subcontractors of Design-Builder to the extent applicable. Every subcontract shall include a provision binding the subcontractor to all applicable provisions of this Agreement. The use of the term “applicable” in this section refers to those parts of the Agreement that apply to the work of the subcontractor, and is intended only to exclude those parts of the Agreement that, by their nature, apply only to the Design-Builder such as the fact that it is the Design-Builder who is responsible for the overall delivery of Work under this Agreement and the subcontractor is not responsible for delivering the entire Work, but only the subcontractor’s portion thereof. The Design-Builder shall be responsible for obtaining the necessary certificates of insurance from subcontractors and tendering them to the Owner, and for otherwise verifying that this Agreement’s insurance requirements have been met.

§ 6.8.4 If the Owner reasonably concludes that any portion of the Work subcontracted by the Design-Builder is not being performed in accordance with the Design-Build Documents, or if the Owner otherwise has reasonable objection to the involvement of a particular subcontractor in connection with the Project, the Design-Builder shall, upon request of the Owner, remove the Subcontractor performing such Work. This removal shall not relieve the Design-Builder of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.

§ 6.8.5 Related Party Transactions For purposes of this Section 6.8.4, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, Design-Builder; (2) any entity in which any stockholder in, or management employee of, Design-Builder holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of Design-Builder; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of Design-Builder.

§ 6.8.5.1 Design-Builder is discouraged from seeking bidder’s interest or entering into a transaction with a “related party,” as that term is defined in this section. If Construction Manager, nonetheless, concludes that it may be in Owner’s best interest to seek bidder’s interest or enter into a transaction with a related party, then Design-Builder shall comply with Section 6.8.4.2 below before seeking bidder’s interest or entering into a transaction with a related party.

§ 6.8.5.2 If any of the costs to be reimbursed arise from a transaction between Design-Builder and a related party, Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and Design-Builder shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 6. If the Owner fails to authorize the transaction in writing, Design-Builder shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9. Transactions with a related party based on any method of compensation other than a lump sum are prohibited.

§ 6.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, the Owner's policies, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 6.10 Cutting and Patching

§ 6.10.1 The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 6.10.2 Existing structures and facilities, including but not limited to buildings, landscaping, utilities, topography, streets, curbs, and walks, that are damaged or removed due to excavations or other Construction Work of the Design-Builder, shall be patched, repaired or replaced by the Design-Builder to the satisfaction of the Owner, the owner of such structures and facilities, and governmental authorities having jurisdiction.

§ 6.11 Cleaning Up

§ 6.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At the Owner's request and, in any event, at the completion of the Construction Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 6.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Design-Builder for its cleanup costs.

§ 6.12 Access to Construction Work

§ 6.12.1 The Design-Builder shall provide the Owner and its Separate Contractors and consultants with access to the Construction Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

§ 6.12.2 The Design-Builder 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 Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 6.13 Construction Work by Owner or by Separate Contractors

§ 6.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.13.1.1 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 provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 6.13.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

§ 6.14 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, 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 will allocate the cost among those responsible.

§ 6.15 Mutual Responsibility

§ 6.15.1 The Design-Builder 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 Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 6.15.2 If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner 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 Design-Builder's Construction Work. Failure of the Design-Builder to notify the Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.15.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 6.15.4 The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 11.2.5.

§ 6.15.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 6.10.

§ 6.15.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

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, solely by Change Order or Change Directive, subject to the limitations stated in this Article 7 and elsewhere in the Design-Build Documents.

§ 7.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 7.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1 Before effectuating a change in the Work or the Design-Build Documents, the Owner may request that the Design-Builder prepare a Change Order proposal, stating the proposed amount of change in the Contract Sum, if any, and the extent of change in the Contract Time, if any, arising from the proposed change. The Owner and the Design-Builder shall thereafter confer regarding the proposal. If the Owner does not accept the proposal and thereafter memorialize the proposal in a Change Order, the proposal shall be of no force or effect.

§ 7.2.2 The execution of a Change Order shall constitute a waiver of Claims by the Design-Builder arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the satisfaction of the Owner and are initialed by the Owner.

§ 7.3 Change Directives

§ 7.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time, or both. The Owner may by 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 Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly. The Owner's use of a Construction Change Directive does not constitute the Owner's agreement that the directive constitutes a change in the Work, the Contract Sum, or Contract Time.

§ 7.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Change Directive provides for an adjustment to the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, 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 Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner 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, an amount for the Design-Builder's Fee as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data.

Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following, but only to the extent such costs are reimbursable Costs of the Work:

- .1 Additional costs of professional services;
- .2 Costs of labor, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .3 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .6 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.4.1 The maximum allowable markup for overhead and profit, by all parties of the Design-Builder, including Design-Builder's Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, on Change Order proposals shall not exceed fifteen percent (15%) total. The Design-Builder markup of change order work shall not exceed seven and one-half percent (7½%); and the total combined mark-up by Design-Builder, on work performed shall not exceed fifteen percent (15%). When the value of a Change Order proposal exceeds \$30,000, a declining scale will be used to negotiate the allowable combined overhead and profit margin. Where Change Order proposals involve a credit only, a reasonable allowance for overhead and profit are properly included as part of the downward adjustment for a deductive change exceeding \$15,000. The amount of such allowance is subject to negotiation.

§ 7.3.4.2 All other Change Order expenses are part of the overhead and profit allowance which are not reimbursable as separate items and include the following:

- .1** All costs associated with the processing of the Change Order are included in the overhead and profit allowance;
- .2** All such efforts, unless specifically requested as additional Work to be documented as a Change Order proposal or portion thereof, is included in the overhead and profit allowance;
- .3** The layout required for the installation of material and equipment, and installation design, is the responsibility of the Design-Builder and is included in the overhead and profit allowance;
- .4** Small tools and supplies. The cost of small hand tools with an initial cost of \$1,000 or less, along with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating or cutting oil, and similar items, is included in the overhead and profit allowance;
- .5** General expenses (for example, and not limited to: parking fees) which include those items that are a specific job cost not associated with direct labor and material, is included in the overhead and profit allowance;
- .6** The preparation of record or as-built drawings required is included in the overhead and profit allowance;

§ 7.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and as soon as possible, and within ten days of receipt, shall advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Design-Builder's response shall reasonably specify the reasons for its disagreement and the adjustment or other terms that it proposes. Without such timely written response, the Design-Builder shall conclusively be deemed to have accepted the Owner's adjustment. The Design-Builder's disagreement shall not relieve the Design-Builder of its obligation to comply promptly with any written notice issued by the Owner.

§ 7.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Guaranteed Maximum Price and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 16.

§ 7.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for the Design-Builder's Fee shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 16.

§ 7.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such

agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

§ 7.4 Changes in Law

§ 7.4.1 Any Contract Sum agreed to in connection with the Project between the Owner and the Design-Builder shall be deemed to include compliance with all laws, codes, and regulations, including but not limited to tariffs and duties, in effect and scheduled to go into effect as of the date of execution of the applicable Design-Build Amendment.

§ 7.4.2 If, after the Effective Date of any Design-Build Amendment, an unanticipated change in law occurs and such change directly affects the Design-Builder's or its Subconsultants' or Subcontractors' (of any tier) cost of performance of the Construction Work, any additional Costs of the Work resulting from the change in law shall be compensated through the Design-Builder's Contingency fund set forth in the Design-Build Amendment to the extent such Contingency funds are included in the Contract Sum and are reasonably available. The Design-Builder's Fee shall apply to such Costs of the Work per the terms of the Agreement. If the Design-Builder demonstrates to the reasonable satisfaction of the Owner that (a) the Design-Builder has utilized reasonable commercial efforts to avoid any Contract Sum impacts resulting from a change in law and (b) the Design-Builder's Contingency funds are not reasonably available (for example, the Design-Builder's Contingency is fully depleted, or there are insufficient Contingency funds remaining to address significant open risk issues in connection with the Project), the Contract Sum shall be equitably increased by Change Order to the extent of the direct increase in permissible Costs of the Work (with Fee applied to such Costs of the Work) resulting from the change in law, as provided herein.

§ 7.4.3 To be entitled to an increase in the GMP for costs associated with an unanticipated change in law occurring after execution of the Design-Build Amendment, the Design-Builder must provide documentation of the direct increase in permissible Costs of the Work associated with the change in law and that the increased costs greater than 10% of the cost of that part of the impacted Work. In addition, the Design-Builder must demonstrate that the cost impacts associated with the change in law were not reasonably avoidable and that the Design-Builder took all reasonable steps possible to mitigate impacts associated with the change in law.

§ 7.4.4 If an unanticipated change in law decreases the cost of performance of the Work, the estimated direct cost savings associated with such decrease shall be added by Change Order to the Design-Builder's Contingency fund.

§ 7.4.5 Any Contract Time extension associated with a change in law will be addressed per the terms of the Agreement.

ARTICLE 8 OWNER'S RESPONSIBILITIES

§ 8.1 General

§ 8.1.1 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.

§ 8.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder 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.

§ 8.1.3 The Owner shall endeavor to furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall contractually require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 8.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them as an Additional Service, Change Order, or Change Directive.

§ 8.1.5 Intentionally deleted.

§ 8.1.6 Except as otherwise provided in the Design-Build Documents or when direct communications have been

pecially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, including the Architect and Subcontractors.

§ 8.1.7 The Owner shall purchase and maintain insurance as set forth in Article 12 and AIA Document A141PDB-2024 Exhibit A.

§ 8.1.8 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall 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.

§ 8.1.9 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 8.1.10 The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 17.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder.

§ 8.1.11 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 10.8 and the date of final completion in accordance with Section 10.10.

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

§ 8.2 Information and Services Required of the Owner

§ 8.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 8.2.2 The Owner shall establish and periodically update the Owner's budget for the Work, including (1) the budget for the Guaranteed Maximum Price, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall establish an initial budget for the Guaranteed Maximum Price no later than the Owner's (1) approval of the Design-Builder's written report containing its preliminary evaluation of the Owner's Criteria, and (2) authorization for the Design-Builder to commence Schematic Design phase services in accordance with Section 4.4. If the Owner increases or decreases the Owner's budget for the Guaranteed Maximum Price, the Owner shall notify the Design-Builder. The Owner, in consultation with the Design-Builder, may thereafter agree to a corresponding change in the Project's scope and quality.

§ 8.2.3 The Owner shall furnish tests, inspections, and reports, required by law, and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 8.2.5 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 8.2.6 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

§ 8.2.7 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

§ 8.2.8 If the Owner knows of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt notice thereof to the Design-Builder.

§ 8.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 8.2.10 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

§ 8.2.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not required to furnish such services for the Design-Builder's benefit.

§ 8.2.11 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 8.3 Evidence of the Owner's Financial Arrangements Intentionally deleted.

§ 8.4 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 13.2 or persistently or materially fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 6.13.1.2.

§ 8.5 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue to make reasonable progress toward the correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 10.5, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner or the difference shall be deducted from the GMP via a deductive Change Order. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 16. The right of the Owner to correct the Work pursuant to this Section shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of itself or others. The Owner's exercise of its rights under this Section shall not adversely affect any warranties applicable to the Project.

ARTICLE 9 TIME

§ 9.1 Progress and Completion

§ 9.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 9.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time. The Design-Builder shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts, overtime operations and weekend and holiday work as may be necessary to ensure completion of the Work within the Contract Time and the approved construction schedule. If the Design-Builder fails substantially to perform in a timely manner in accordance with the Design-Build Documents and fails to meet the construction schedule, the Design-Builder shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work or other means and methods, and utilize Design-Builder acceleration allowances and/or Design-Builder contingency as required all without additional cost to the Owner.

§ 9.2 Delays and Extensions of Time

§ 9.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or consultant, or of a Separate Contractor; (2) changes ordered in the Work; (3) unexpected industry-wide labor disputes, fire, unusual delay in deliveries, governmental delays (including unanticipated permit delays not caused by the Design-Builder) unavoidable casualties, unanticipated, abnormal and adverse weather conditions documented in accordance with Section 16.1.6.2, unusual delays by public authorities related to permits, licenses, and inspections, or other causes beyond the Design-Builder's control documented in accordance with this Agreement; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine. Any change in the Contract Time shall be limited to the delay to the critical path.

§ 9.2.1.1 In the event of a delay, the Design-Builder shall, at the Owner's request, prepare a recovery plan to mitigate any delays to the critical path. The recovery plan shall be subject to the Owner's review and approval. Upon the Owner's authorization, the Design-Builder shall implement the recovery plan. Costs associated with implementation of the recovery plan shall be paid through the Design-Builder's Contingency or Design-Builder Acceleration Allowances, if such funds are reasonably available.

§ 9.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 16. Such claims shall include any proposed changes in the Design-Builder's construction schedule or the Contract Time, a description of any event that could delay performance or supplying of any item of the Work, the expected duration of the delay, the anticipated effect of the delay on the Design-Builder's construction schedule, and the action being taken to correct the delay situation. That the Owner may be aware of the occurrence or existence of a delay through means other than the Design-Builder's written notification shall not constitute a waiver of a timely or written notice or Claim.

§ 9.2.3 This Section 9.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents. If the delay was not caused by the Owner or the Design-Builder, or anyone acting on behalf of any of them, the Design-Builder is entitled only to an increase in the Contract Time in accordance with the Design-Build Documents but not an increase in the Contract Sum. If the delay was caused by the Design-Builder or anyone acting on its behalf, the Design-Builder is not entitled to an increase in the Contract Time or in the Contract Sum. The Design-Builder shall be entitled to a change in the Contract Sum only if the delay was caused by the Owner or anyone acting on its behalf. The Design-Builder shall not recover damages, an equitable adjustment or an increase in the Contract Sum or Contract Time from the Owner where the Design-Builder could have reasonably avoided the delay by the exercise of due diligence.

ARTICLE 10 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 10.1 Guaranteed Maximum Price

The Guaranteed Maximum Price is stated in the Design-Build Amendment.

§ 10.1.1 If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive,

the applicable unit prices shall be equitably adjusted.

§ 10.2 Schedule of Values

The Design-Builder shall submit a schedule of values to the Owner prior to the first Application for Payment after execution of the Design-Build Amendment, allocating the entire Guaranteed Maximum Price as required by the Design-Build Documents. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. At a minimum, the Work shall be itemized by Specification section or system, separate values for labor, materials and equipment shall be provided, and line items on the schedule of values shall be tied to the Design-Builder's schedule. Quantities shall be provided for each section or system of the Work. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

§ 10.3 Applications for Payment By the twenty-fifth calendar day of each month, the Design-Builder shall submit to the Owner a draft, itemized Application for Payment for portions of the Work performed during that calendar month on a form approved by the Owner. This shall not constitute a payment request. The Design-Builder and the Owner shall meet within the next seven days and confer regarding the current progress of the Work and the amount of payment to which the Design-Builder is entitled. The Owner may request the Design-Builder to provide data substantiating the Design-Builder's right to payment and may otherwise request revisions to the draft Application. The Design-Builder shall not be entitled to make a payment request, nor is any payment due the Design-Builder, until such data is furnished.

§ 10.3.1 After the Design-Builder and the Owner have met and conferred regarding the draft Application for Payment and the Design-Builder has furnished all data requested by the Owner, the Design-Builder shall submit to the Owner by the last day of the calendar month an itemized Application for Payment for completed portions of the Work, incorporating the Owner's prior comments. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Design-Builder's right to payment that the Owner requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage if provided for in the Design-Build Documents. The Application shall also state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made.

§ 10.3.1.1 As provided in Section 7.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 10.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 10.3.1.3 Payments to Subcontractors. No payment request shall include amounts the Design-Builder does not intend to pay to a Subcontractor because of a dispute or other reason. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Design-Builder discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor under the subcontract (such as for unsatisfactory performance or non-payment of sub-subcontractors), the Design-Builder may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor, the Owner and the Architect written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within eight working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.

§ 10.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as 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 Design-Builder with the requirement that it hold clear title to all property of every description which serves as the basis for the Application for Payment. Design-Builder warrants that title to any such property is being transferred to the Owner free and clear of all liens. If requested by the Owner, the Design-Builder shall produce satisfactory evidence of transfer of title from suppliers and the Architect, Consultants and Contractors to the Design-Builder, without reservation, or with adequate waiver of lien. These payments may include any fabricated or manufactured materials and components specified, previously paid for by Design-Builder and delivered to the site, properly stored, and suitable for incorporation into the Work embraced in the Contract. The Design-Builder shall identify the method of storage for such materials. Proper evidence of insurance shall be presented to protect the interest of the Owner. If payment is intended to be requested for any off-site storage items, such items shall be listed as separate lines in the request and certification for payment, cost breakdown. Upon Owner's request, Owner shall be allowed to verify such materials and equipment no matter the location stored and located.

§ 10.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder 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 Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work. The Design-Builder shall have the sole responsibility for obtaining proper insurance on, as well as the responsibility for the care and protection of materials and Work upon which payments have been made. The Design-Builder shall be responsible for the restoration of any damaged Work. Nothing herein shall operate as a waiver of the rights of the Owner to require fulfillment of all of the terms of the Contract.

§ 10.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 10.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 10.5.1.

§ 10.5 Decisions to Withhold Certification

§ 10.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 10.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner 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 to protect the Owner from loss for which the Design-Builder is responsible because of:

- .1 Failure to perform Work in accordance with the Design-Build Documents;
- .2 Third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- .3 Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
- .5 Damage to the Owner or a Separate Contractor; or
- .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 Failure to submit certified payrolls.

§ 10.5.2 If Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 10.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 16.

§ 10.5.3 When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.

§ 10.5.4 If the Owner withholds certification for payment under Section 10.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered. In paying any unpaid bills of the Design-Builder relating to the Work, the Owner shall be deemed the agent of the Design-Builder, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Design-Builder for its account and the Owner shall not be liable to the Design-Builder for any such payment.

§ 10.6 Progress Payments

§ 10.6.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum, to the Design-Builder, as provided below and elsewhere in the Design-Build Documents.

§ 10.6.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

NA

§ 10.6.3 Applications for Payment show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 10.6.4 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

§ 10.6.4.1 The amount of each progress payment shall include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the most recent schedule of values;
- .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 writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Change Directives that the Owner determines to be reasonably justified and payable; and
- .4 The Design-Builder's Fee, computed upon the Cost of the Work described in Article 2 at the rate stated in Article 2 or, if the Design-Builder's Fee is stated as a lump sum in that Article, an amount that bears the same ratio to that lump-sum fee as the Cost of the Work in that Article bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 10.6.4.2 The amount of each progress payment shall 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 Owner has previously withheld a Certificate for Payment as provided in this Article 10;
- .3 Any amount for which the Design-Builder does not intend to pay a Subcontractor, Sub-Subcontractor, or material supplier, unless the Work has been performed by others the Design-Builder intends to pay;
- .4 Any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in this Article 10;
- .5 The shortfall, if any, indicated by the Design-Builder in the documentation required by this Article 10 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 10.6.5.

§ 10.6.5 Retainage

§ 10.6.5.1 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:

Ten percent (10%)

§ 10.6.5.2 The following items are not subject to retainage:

No retainage shall be held on Professional Services (AE, CE etc.), Design Builder's Fee, materials, reimbursables, insurance & bond premiums, or General Conditions.

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

As the Work progresses under this Contract for Construction, the Owner, from time to time, shall grant to the Design-Builder an estimate of the amount and proportionate value of the work properly completed, which shall entitle the Design-Builder to receive the amount, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than five (5) percent of the estimate until fifty percent (50%) of the work has been completed. At fifty percent (50%) completion, no additional amounts shall be retained, and partial payments shall be made in full to the Contractor unless the Owner certifies that the job is not proceeding satisfactorily. At fifty percent (50%) completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten percent (10%) of the value of the Work completed. Upon Substantial Completion of the Work, any amount retained shall be paid to the Design-Builder, less the value of any required corrective Work or uncompleted Work. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by the Design-Builder and delivered to the Work or properly stored and suitable for incorporation in the Work embraced in the contract.

§ 10.6.5.4 Upon Substantial Completion of the Work, the Design-Builder may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment, except as follows:

Release of the retainage will be processed in ordinary course of business pursuant following Final Acceptance of the Work by the Owner provided that no notice of lien shall have been given, that no claims have been brought to the attention of the Owner and that the Owner has no Claims under the Contract

§ 10.6.6 Provided that an Application for Payment is received not later than the fifteenth (15th) day of the month, the Owner shall make payment of the amount certified to the Design-Builder within thirty days of submission of the approved Application for Payment. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

(Federal, state, or local laws may require payment within a certain period of time.)

§ 10.6.7 With each Application for Payment, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that payments already made by the Design-Builder on account of the Cost of the Work equal or exceed progress payments already received by the Design-Builder plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Design-Builder's Fee.

§ 10.6.7.1 The Design-Builder shall ensure that it and its Subcontractors of all tiers shall maintain and submit certified payrolls in accordance with the Illinois Prevailing Wage Act.

§ 10.6.8 With each Application for Payment, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Design-Builder's Fee.

§ 10.6.9 The schedule of values shall be prepared in such form and supported by such data to substantiate its

accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 10.6.10 The allocation of the Guaranteed Maximum Price under this Section 10.6 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 10.6.11 When the Design-Builder allocates costs from a contingency to another line item in the schedule of values, the Design-Builder shall submit supporting documentation to the Owner.

§ 10.6.12 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 10.6.7 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 10.6.13 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 10.6.14 The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

§ 10.6.15 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing Work for the Design-Builder, except as may otherwise be required by law.

§ 10.6.16 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 10.6.13, 10.6.14 and 10.6.15.

§ 10.6.16.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

§ 10.6.17 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 Design-Build Documents.

§ 10.6.18 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Guaranteed Maximum Price, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other person or entity providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other person or entity providing Work for the Design-Builder, 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 Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 10.6.19 Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the

Design-Builder 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 Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 10.6.20 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 10.7 Failure of Payment

If, through no fault of the Design-Builder, the Owner improperly fails to issue an undisputed Certificate for Payment or make undisputed payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon 14 additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. This right to stop Work does not apply in the case of the failure to issue a Certificate of Payment or to make a payment for amounts that are in dispute. The Contract Time shall be extended appropriately and the Guaranteed Maximum Price shall be increased by the amount of the Design-Builder's reasonable, direct costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 10.8 Substantial Completion

§ 10.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can fully occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 10.8. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages due the Owner.

§ 10.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. The Design-Builder shall proceed promptly to complete and correct items on the list. The Design-Builder shall immediately clean-up any dust or debris created through punch list Work activities. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 10.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Construction Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete, in need of correction, or in need of replacement to be in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion. If the Owner determines that the Work or designated portion is not substantially complete, the Design-Builder shall expeditiously complete the Work or designated portion, and again request an inspection. The Design-Builder shall pay the costs associated with this third and any further re-inspections.

§ 10.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 10.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 10.8.5 When the Construction Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or

designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 10.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 10.9 Partial Occupancy or Use

§ 10.9.1 The parties will develop a plan for the Owner's continued operations during the construction phase including the use of on-site temporary facilities and the maintenance of Owner-identified secured access areas in the existing building. The agreed upon relocation and limited occupancy plan document and costs shall be identified in the Design-Build Amendment and proposed GMP, as appropriate.

§ 10.9.2 The Design-Builder shall plan, schedule, and perform the Work in a manner that reasonably accommodates the Owner's continued operations on the site, including maintaining safe access, egress to agreed upon temporary facilities and secured access areas in the existing building.

§ 10.9.3 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by agreement of the Owner and the Design-Builder. Such partial occupancy or use may commence whether or not the portion is substantially complete. The Owner and Design-Builder will allocate to each of them obligations for security, maintenance, heat, utilities, damage to the Construction Work and insurance, and will agree in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents if such differ from that provided in this Agreement. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 10.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

§ 10.9.4 Immediately prior to such partial occupancy or use (other than the existing building areas not under active Construction Work), the Owner and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

§ 10.9.5 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents. The Design-Builder will prepare a list of items of Work remaining to be performed or corrected on those portions of the Project that the Owner intends to possession or uses.

§ 10.10 Final Completion and Final Payment, Final Acceptance

§ 10.10.1 The Design-Builder shall cause punch list items to be completed within forty-five days of Substantial Completion of each phase (or such other period of time as is specified in the Design-Build Documents) or within such reasonable period as may be required to correct the item (in the event that the punch list items are, because of their nature, incapable of correction during that period) provided that the Design-Builder commences to correct the item within that period and thereafter diligently and in good faith pursues the corrective action to completion. If, at thirty days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within the next fifteen days, the Owner may, upon fifteen days' written notice to the Design-Builder, take over and perform some or all of the punch list items. If the Design-Builder fails to make reasonable progress towards the correction of the deficiencies within this fifteen day period, the Owner may deduct from the reimbursable Contract. Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Sections 10.10.2 and 10.10.3, promptly issue a final Certificate for Payment.

§ 10.10.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after:

- .1 the Design-Builder has fully performed the Contract, except for the Design-Builder's responsibility to correct Construction Work as provided in Article 13, and to satisfy other requirements, if any, which extend beyond final payment;

- .2 the Design-Builder has submitted a final Application for Payment and a final accounting for the Cost of the Work;
- .3 a final Certificate for Payment has been issued by the Owner in accordance with Article 10; and
- .4 satisfaction of other conditions precedent to the Owner's obligation to issue final payment to the Design-Builder, if any;
- .5 *(Insert any other conditions precedent to final payment.)*

Final Acceptance (as defined above) has occurred.

§ 10.10.3 Within 30 days of the Owner's receipt of the Design-Builder's final accounting for the Cost of the Work, the Owner may conduct an audit of the Cost of the Work or notify the Design-Builder that it will not conduct an audit.

§ 10.10.3.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 30 days after completion of the audit, submit a written report based upon the auditors' findings to the Design-Builder.

§ 10.10.3.2 Within seven days after receipt of the written report described in Section 10.10.3.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 10.10.2 have been met, the Owner will either issue a final Certificate for Payment to the Design-Builder, or notify the Design-Builder in writing of the Owner's reasons for withholding a certificate. The time periods stated in this Section 10.10.3 supersede those stated in Section 10.10.2. The Owner is not responsible for verifying the accuracy of the Design-Builder's final accounting.

§ 10.10.3.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Design-Builder's final accounting, is less than the amount claimed by the Design-Builder, the Design-Builder shall be entitled to request mediation of the disputed amount pursuant to Section 16.3, without seeking an initial resolution of the claim pursuant to Section 16.2. A request for mediation shall be made by the Design-Builder within 30 days after the Design-Builder's receipt of a copy of the Owner's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Design-Builder. Pending a final resolution of the disputed amount, the Owner shall pay the Design-Builder the amount substantiated by the Owner's auditors within 30 days, or such shorter period required by law.

§ 10.10.4 Intentionally deleted.

§ 10.10.5 Neither final payment nor any remaining retained percentage shall become due until the Owner has formally accepted the Project as complete ("Final Acceptance"). To achieve Final Acceptance, Final Completion must have occurred and the Design-Builder must have submitted the following to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction 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 Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) 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; (8) a certified statement that the Design-Builder has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this project, including but not limited to all city or county departments, health districts and utility districts, provided to Owner with a copy of all closed or signed off permits; (9) all training of the Owner's staff in the proper operation and maintenance of the Work shall have been completed; and (10) all submittals and information sufficient for the Owner to submit apprenticeship utilization data as required by under Village ordinances and state laws.

§ 10.10.6 If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such

liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remain unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees. Completion of the Contract Work shall occur upon Final Acceptance.

§ 10.10.7 If, after Substantial Completion of the Construction Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner may, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Construction Work fully completed, corrected, and accepted. If the estimated cost to complete or correct the Construction Work is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Construction Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 10.10.8 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 Design-Build Documents;
- .3 terms of special warranties required by the Design-Build Documents;
- .4 audits performed by the Owner, if permitted by the Design-Build Documents, after final payment;
- .5 any warranty or guarantee required by the Design-Build Documents; or
- .6 rights surviving to the Owner as a matter of law.

§ 10.10.9 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment and attached to the final Application for Payment.

§ 10.10.10 If a Subcontractor of any tier refuses to furnish a lien release or waiver required by the Owner, the Owner may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Design-Builder, satisfactory to the Owner, to indemnify the Owner against such lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Design-Builder shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 10.10.11 The Design-Builder its consultants, and all Subcontractors of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, facsimiles, and other tangible and electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Design-Build Documents and with all costs, charges and other amounts of whatever nature. The Design-Builder shall preserve such records for a period of three years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven days of the Owner's request, the Design-Builder agrees to make available at the office of the Design-Builder during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the Owner or its representatives. These requirements shall also be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Work, except fixed-price Subcontracts where the price is \$25,000 or less. Failure to fully comply with any requirements of this Section shall constitute a material breach of contract and shall constitute a waiver of all claims by the Design-Builder and any party that does not fully comply.

§ 10.12 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due as provided in the Illinois Prompt Payment Act.

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

NA

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY

§ 11.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Construction Work. The Design-Builder shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner the Design-Builder's performance shall not be construed to include a review of the adequacy of the Design-Builder's safety measures in, on or near the site of the Work. The Design-Builder shall be solely and completely responsible for conditions of the Project site, including safety of all persons and property, during performance of the Work.

§ 11.2 Safety of Persons and Property

§ 11.2.1 The Design-Builder shall strictly comply with, and bear full responsibility for, any safety procedure set forth in the Design-Build Documents. The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to:

- .1 employees and persons performing the Construction Work and others who may be affected thereby (including, but not limited to the public, and the Owner's personnel and agents);
- .2 the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builder, a Subcontractor, or any other person or entity; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 11.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the safety of persons or property, or their protection from damage, injury, or loss, including but not limited to the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder. Design-Builder shall have properly qualified and trained personnel on safety means and methods, and properly qualified supervision.

§ 11.2.3 The Design-Builder 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. At a minimum, the Design-Builder shall:

- .1 provide appropriate safety barricades, signs, and signal lights;
- .2 comply with any safety requirement published by any governmental authority with jurisdiction over the site, including federal, state, or local jurisdictions;
- .3 ensure that any additional measures which are reasonably necessary for the purposes stated are taken.

§ 11.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Construction Work and explicitly permitted by the Design-Build Documents, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 11.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 11.2.1.2 and 11.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 11.2.1.2 and 11.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14. If the Owner becomes aware of any noncompliance by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, with the safety conditions of this Contract or of any condition caused by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, which poses a serious or imminent danger to the health or safety of the public or to Owner personnel, for which the Design-Builder has been previously notified of, and the Design-Builder has failed to correct, the Owner

has the right stop all Work until satisfactory correction action has been taken. Satisfactory correction will be at the sole discretion of the Owner.

§ 11.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 11.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 11.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, 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 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 11.2.9 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Design-Builder shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief and shall bear the risk of any uninsured loss or destruction of, or injury or damage to, all materials, equipment, tools, and other items incorporated or to be incorporated in the Work or designated portion, or consumed or used in the performance of the Work or designated portion, and all Work in process and completed Work or designated portion. The Design-Builder is responsible for any deductible amounts related to any insurance coverage.

§ 11.3 Hazardous Materials

§ 11.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build 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 Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition. The Design-Builder shall proceed with Work in areas not affected

§ 11.3.2 Upon receipt of the Design-Builder's notice, and with the Owner's agreement, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder that is not the Design-Builder's responsibility under the Design-Build Documents 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 Design-Build Documents, the Owner shall furnish in writing to the Design-Builder 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 Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time may be extended appropriately and the Guaranteed Maximum Price shall be increased by the amount of the Design-Builder's demonstrated and reasonable additional direct costs of shutdown, delay, and start-up.

§ 11.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, 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 Construction Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 11.3.1 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 Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity or if the removal of such material or substance was a part of the Design-Builder's Work.

§ 11.3.4 The Owner shall not be responsible under this Section 11.3 for hazardous materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The

Owner shall be responsible for hazardous materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault, misuse, or negligence in the use and handling of such materials or substances. The Design-Builder shall store all hazardous materials safely. The Design-Builder shall not install hazardous materials, including without limitation asbestos or polychlorinated biphenyl (PCB), in the Work.

§ 11.3.5 The Design-Builder shall indemnify and reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 11.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 11.3.6 If, without fault negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred.

§ 11.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

§ 11.5 **Public Safety and Convenience** The Design-Builder shall conduct its Work so as to ensure the least possible obstruction to vehicular traffic and inconvenience to the general public and others in the vicinity of the Work and to ensure the protection of persons, property and natural resources. No road or street shall be closed to the public except with the permission of the Owner and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Design-Builder to ensure the use of sidewalks, fire lanes, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, if any, on the Work site.

§ 11.6 **Weather Protection** Temporary weather protection of the Work is the responsibility of the Design-Builder as necessary to proceed in accordance with the Design-Builder's schedule and environmental conditions. Weather protection shall include but not be limited to protection of soils, subgrade preparation, exterior concrete, damp proofing or water proofing, masonry, sealant, gypsum sheathing, roofing, and interior finishes. Delays and costs resulting from the Design-Builder's failure to protect the Work from damage due to weather are the sole responsibility of the Design-Builder.

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Design-Builder's Insurance and Bonds

§ 12.1.1 The Design-Builder 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 this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder 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, possessing an A.M. Best's policyholder's rating of "A Minus" or better and a financial rating of no less than IX. The Design-Builder's insurer(s) shall be authorized to do business in Illinois and shall be reasonably acceptable to the Owner. The Owner shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 12.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents, including Exhibit A hereto. The Design-Builder 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, possessing an A.M. Best's policyholder's rating of "A Minus" or better and a financial rating of no less than IX.

§ 12.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 12.1.4 **Notice of Cancellation or Expiration of Design-Builder's Required Insurance.** Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any

insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, 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 Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

§ 12.2 Owner's Insurance

§ 12.2.1 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 this Agreement or elsewhere in the Design-Build 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.

§ 12.2.2 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 this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Guaranteed Maximum Price and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, 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 Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

§ 12.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within seven (7) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Guaranteed Maximum Price shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, 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 Design-Builder 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.

§ 12.3 Waivers of Subrogation

§ 12.3.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) 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 this Agreement, except such rights as they have to proceeds of such insurance. The Owner does not waive its subrogation rights with respect to other property insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.3.1 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.

§ 12.3.2 Intentionally deleted.

§ 12.4 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.

§ 12.5 Adjustment and Settlement of Insured Loss

§ 12.5.1 A loss insured under the property insurance required by this 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 12.5.2. The Owner shall pay the Design-Builder its just share of insurance proceeds received by the Owner, and by appropriate agreement the Design-Builder shall make payments to its consultants and Subcontractors in similar manner.

§ 12.5.2 Prior to settlement of an insured loss, the Owner shall notify the Design-Builder of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Design-Builder shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Design-Builder does not object, the Owner shall settle the loss, and the Design-Builder shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a designated account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Design-Build Contract for convenience, the Owner and Design-Builder shall execute a Change Order for reconstruction of the damaged or destroyed Construction Work in the amount allocated for that purpose. If the Design-Builder 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 Design-Builder arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 16. Pending resolution of any dispute, the Owner may issue a Change Directive for the reconstruction of the damaged or destroyed Construction Work.

ARTICLE 13 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

§ 13.1 Uncovering of Construction Work

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to make a Claim for an equitable adjustment to the Guaranteed Maximum Price and Contract Time as may be appropriate for the cost associated with the uncovering and any reasonable, direct costs resulting therefrom. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall not be a Cost of the Work and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 13.2 Correction of Construction Work

§ 13.2.1 Before Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections, the cost of uncovering and replacement shall not be a Cost of the Work and shall not result in a change in the Contract Time unless otherwise permitted in this Agreement. If the cost of correcting such rejected Construction Work is not a Cost of the Work, the Design-Builder shall compensate the Owner for any consultant employed by the Owner and expenses and compensation made necessary thereby.

§ 13.2.2 After Substantial Completion

§ 13.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.11, if, within the later of (a) one year after the date of Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under the Design-Build Documents, or (b) by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so at no change in the GMP unless the Owner has previously given the Design-Builder 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 the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 8.5.

§ 13.2.2.1.1 The Design-Builder shall correct the Construction Work on the following timeframes:

- .1 If, in the Owner's opinion, the nonconforming Construction Work either prevents the use of a portion of the facility and/or immediate response is required to prevent property damage or personal injury or safety hazards, the Design-Builder shall initiate corrective Work on site the same day if the Design-Builder is notified prior to noon, or by noon the following day if notified after noon, and shall endeavor to complete corrective action within 48 hours.
- .2 If, in the Owner's opinion, the nonconforming Construction Work has the potential of limiting use of the facility, the Design-Builder shall initiate corrective Work on site within two (2) working days and shall endeavor to complete corrective action within five (5) working days.
- .3 If, in the Owner's opinion, the nonconforming Construction Work does not have an impact on the use of the facility, the Design-Builder shall initiate corrective Work on site within 14 days and shall endeavor to complete corrective action within 28 days.

§ 13.2.2.2 The one-year period for correction of Construction Work shall be extended with respect to portions of Construction Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Construction Work.

§ 13.2.2.3 The one-year period for correction of Construction Work shall be extended by corrective Construction Work performed by the Design-Builder pursuant to this Section 13.2.

§ 13.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 13.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents unless the corrective work is otherwise permitted in the Design-Build Amendment to be reimbursed as a Cost of the Work, in which case the cost of the corrective work shall be subject to the Guaranteed Maximum Price.

§ 13.2.5 Nothing contained in this Section 13.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 13.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work. This obligation shall survive acceptance of the Construction Work under the Contract and termination of the Contract, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages.

§ 13.3 Acceptance of Nonconforming Construction Work

If the Owner prefers to accept Construction Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so in its sole discretion instead of requiring its removal and correction, in which case the Guaranteed Maximum Price will be reduced as appropriate and equitable, taking into account the cost of correction. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14 COPYRIGHTS AND LICENSES

§ 14.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Subcontractors, and any other person or entity providing Work for any of them, shall, subject to the Owner's license rights hereunder, be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Subcontractors, and any other person or entity providing Work for any of them.

§ 14.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other

information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 14.3 The Design-Builder grants to the Owner a nonexclusive, royalty-free, and unlimited license to use and reproduce the Design-Builder's Instruments of Service for purposes of constructing, using, maintaining, altering, and adding to the Project or subsequent Projects at the Project site. The license granted in this Section 14.3 shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 15.1.1 due to the Owner's failure to make undisputed payments under the Agreement or (2) the Owner terminates this Agreement for convenience as provided in Section 15.1.5 and does not compensate the Design-Builder undisputed amounts due as required under Sections 15.1.6 and 15.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to use and reproduce applicable portions of the Instruments of Service, for the purposes outlined herein.

§ 14.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 14.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 15.1.1 due to the Owner's failure to make undisputed payments under the Agreement, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 14.3.1. The terms of this Section 14.3.1 shall not apply if the Owner terminates this Agreement for cause under Sections 15.1.4 or 15.2.2. The payment of a Termination Fee or Licensing Fee under Section 15.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 14.3.1.

§ 14.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 14. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner in accordance with Section 15.1.1 due to the Owner's failure to make undisputed payments under the Agreement, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant, or Subcontractor all undisputed amounts due, and (2) provides the Architect, Consultant, or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration of the Instruments of Service.

§ 14.3.3 Except as otherwise stated in this Section 14.3, the provisions of this Article 14 shall survive the termination of this Agreement.

ARTICLE 15 TERMINATION OR SUSPENSION

§ 15.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 15.1.1 If the Owner fails to make undisputed payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, for a period longer than sixty days such failure shall be considered substantial nonperformance and cause for termination under Section 15.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to terminate the Contract or to suspend the Work, the Design-Builder shall give thirty days' advance written notice to the Owner before suspending or terminating the Work, during which period the Owner shall have an absolute opportunity to cure. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all undisputed sums due prior to suspension and any direct expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 15.1.2 If the Owner suspends the Project for a period longer than sixty days, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for reasonable expenses incurred directly as a result of the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the

remaining Work shall be equitably adjusted.

§ 15.1.3 Intentionally deleted.

§ 15.1.4 The Owner may terminate this Agreement upon not less than seven days' notice should the Design-Builder fail substantially to perform in accordance with the terms of this Agreement through no fault of the Owner.

§ 15.1.5 The Owner may terminate this Agreement upon not less than seven days' notice to the Design-Builder for the Owner's convenience and without cause.

§ 15.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other direct expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 15.1.6 be greater than the compensation set forth in Section 2.1. In no event shall the Design-Builder be entitled to recover anticipated profits or fees on Work not performed.

§ 15.1.7 In addition to any amounts paid under Section 15.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 15.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 15.1.3 or 15.1.4, the Owner shall pay to the Design-Builder the following fees:

.1 Termination Fee:
No Termination Fee shall be due.

.2 Licensing Fee if the Owner intends to continue using the Design-Builder's or its consultant's Instruments of Service:
No licensing fees shall be due.

§ 15.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 15.2.1 Termination by the Design-Builder

§ 15.2.1.1 Except as provided by law, the Design-Builder may terminate this Agreement if the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, upon 14 additional days' notice to the Owner, during which period the Owner shall have an opportunity to cure, 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 Owner has not issued an undisputed Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 10.5.1, or because the Owner has improperly not made an undisputed payment on a Certificate for Payment for more than sixty days after the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder reasonable evidence as required by Section 8.3.2.

§ 15.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, 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 15.2.3, constitute in the aggregate more than 100 percent (100%) of the total number of days scheduled for completion, or 200 days in any 365-day period, whichever is less.

§ 15.2.1.3 If one of the reasons described in Section 15.2.1.1 or 15.2.1.2 exists, the Design-Builder may, after 60 days, and upon 14 additional days' notice to the Owner, during which period the Owner shall have an opportunity to cure, terminate the Contract and recover from the Owner payment for Work properly executed, including Design-Builder's Fee on Work properly executed, and reasonable, direct costs incurred by reason of such termination. In no event shall the Design-Builder be entitled to recover anticipated profits or fee on Work not performed. The Design-Builder's total recovery shall not exceed the unpaid balance of the GMP.

§ 15.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, 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 Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, after 60 days, and upon 14 additional days' notice to the Owner, during which period the Owner shall have an opportunity to cure, terminate the Contract and recover from the Owner as provided in Section 15.2.1.3. In no event shall the Design-Builder be entitled to recover anticipated profits or Fee on Work not performed. The Design-Builder's total recovery shall not exceed the unpaid balance of the GMP.

§ 15.2.2 Termination by the Owner for Cause

§ 15.2.2.1 The Owner may, upon seven days' notice to the Design-Builder, and without prejudice to any other right or remedy of the Owner, terminate this Agreement or any portion of the Work for cause if the Design-Builder:

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .3 repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;
- .4 fails to make payment to the Architect, Consultants, Subcontractors, or suppliers, in accordance with their respective agreements with the Design-Builder;
- .5 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .6 is otherwise in breach of a material provision of the Design-Build Documents;
- .7 fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion or Final Completion of the Work within the Contract Time; or
- .8 is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency.

§ 15.2.2.2 When any of the reasons described in Section 15.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' notice, terminate employment of the Design-Builder on all or a portion of the Work and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15;
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 15.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 15.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 15.2.2.4 If the costs of finishing the Work and other damages incurred by the Owner exceed the unpaid balance of the Contract Sum, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of this Agreement.

§ 15.2.2.5 If, after the Design-Builder has been terminated for cause pursuant to this Section 15.2.2 or otherwise for cause, it is determined that none of the circumstances set forth in Section 15.2.2.1 exists, then such termination shall be considered a termination for convenience pursuant to Section 15.2.4.

§ 15.2.3 Suspension by the Owner for Convenience

§ 15.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 15.2.3.2 The Guaranteed Maximum Price and Contract Time shall be adjusted for changes in the cost and time caused by suspension, delay, or interruption under Section 15.2.3.1. Adjustment of the Guaranteed Maximum Price shall include Fee on reimbursable Costs of the Work consistent with the Design-Build Documents. No adjustment shall be made to the extent that:

- .1 performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause

- for which the Design-Builder is responsible and which is not compensable as a Cost of the Work; or
- .2 an equitable adjustment is made or denied under another provision of the Contract.

§ 15.2.4 Termination by the Owner for Convenience

§ 15.2.4.1 The Owner may, at any time, without prejudice to any other right or remedy of the Owner, terminate this Agreement or any portion of the Work for the Owner's convenience and without cause. The Owner's election not to proceed with a future phase or election not to execute the Design-Build Amendment shall not be considered a termination for convenience.

§ 15.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder 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 or, on the Owner's request, assigned to the Owner, existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.
- .4 transfer title to the Owner any property or Work designated by the Owner.

§ 15.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed; Licensing Fees set forth in accordance with the Design-Build Documents and any other reasonable, direct costs necessarily incurred by reason of the termination, including costs attributable to termination of Subcontracts. In no event shall the Design-Builder be entitled to recover anticipated profits or Fee on Work not performed. The Design-Builder's total recovery shall not exceed the unpaid balance of the GMP.

§ 15.2.5 The damages and relief from termination by the Owner specifically provided in Article 14 shall be the Design-Builder's sole entitlement in the event of termination.

ARTICLE 16 CLAIMS AND DISPUTES

§ 16.1 Claims

§ 16.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, adjustment or interpretations of the Contract terms, 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 Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 16.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Design-Build Documents.

§ 16.1.2 Time Limits on Claims. The Owner and Design-Builder 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 Section 1.3, within the time period specified by the Design-Build Documents and applicable law. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 16.1.2.

§ 16.1.3 Notice of Claims

§ 16.1.3.1 Claims by the Owner. Claims by the Owner against the Design-Builder must be initiated by written notice to the Design-Builder.

§ 16.1.3.2 Claims by the Design-Builder. Claims by the Design-Builder against the Owner must be initiated by written notice to the Owner and include substantiation in accordance with this Section 16.1.3.2. The notice and substantiation requirements in this Section 16.1.3.2 and the provisions for Initial Resolution of Claims in Section 16.2 shall be required as a condition precedent to mediation in Section 16.3.

§ 16.1.3.2.1 Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Design-Build Documents, the Design-Builder shall submit a written notice of any Claim to the Owner within 14 days of the occurrence of the event giving rise to the Claim. The notice shall include a clear description of the event giving rise to the Claim. The notice shall be clearly designated as a "NOTICE OF CLAIM."

§ 16.1.3.2.2 The Design-Builder shall submit a written Claim as provided herein within 30 days of submitting the initial notice. The Claim shall be clearly designated as a "CLAIM" and shall refer to the initial notice that it follows. The Claim shall include a clear description of the Claim and any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path and other information referenced in Section 16.1.6). The Design-Builder shall include with the Claim complete data supporting the Claim, including without limitation a complete explanation as to why the relief sought is not within the scope of the Design-Build Documents. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Design-Builder (and Subcontractors of any tier) is entitled and may not contain reservations of rights without the Owner's written approval; any such unapproved reservations of rights shall be without effect.

§ 16.1.3.2.3 Failure to properly submit the notice or Claim in accordance with the requirements of this Section 16.1.3.2 shall constitute waiver of the Claim.

§ 16.1.3.2.4 Any notice of a Claim of the Design-Builder against the Owner and any Claim of the Design-Builder, whether under the Contract or otherwise, must be made pursuant to and in strict accordance with this Article 16. No act, omission, or knowledge, actual or constructive, of the Owner shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the Design-Builder sign an explicit, unequivocal written waiver approved by the Owner's authorized representative. The fact that the Owner and the Design-Builder may consider, discuss, or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute a waiver of the provisions of the Design-Build Documents unless the Owner and the Design-Builder sign an explicit, unequivocal waiver approved by the Owner's authorized representative. The Design-Builder expressly acknowledges and agrees that the Design-Builder's failure to timely submit required notices and/or timely submit Claims has a substantial impact upon and prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the Design-Builder and Owner agree that the Owner is prejudiced by the Design-Builder's failure to timely submit notices and/or Claims and the Owner shall not be required to prove or establish actual prejudice to enforce the notice or Claim provisions of the Contract.

§ 16.1.3.2.5 Any Claim of a Subcontractor of any tier may be brought only through, and after review by, the Design-Builder.

§ 16.1.4 Continuing Contract Performance. Pending final resolution of a Claim, including the dispute resolution process set forth in this Article 16, and except as otherwise agreed in writing or as provided in Section 10.7 and Article 15, the Design-Builder shall proceed diligently with performance of the Contract in all respects and the Owner shall continue to make payments of undisputed amounts in accordance with the Design-Build Documents.

§ 16.1.5 Claims for Additional Cost. If the Design-Builder wishes to make a Claim for an increase in the Guaranteed Maximum Price, written notice as provided in Section 16.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim and a written Claim must be made in accordance with Section 16.1.3, or it will be waived. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 11.4.

§ 16.1.6 Claims for Additional Time

§ 16.1.6.1 If the Design-Builder wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 16.1.3 shall be given a written Claim must be made in accordance with Section 16.1.3, or it will be waived. The Design-Builder's Claim shall include an estimate of cost and of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 16.1.6.2 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, and that the Work was on schedule (or not behind schedule through the fault of the Design-Builder) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. The Design-Builder shall be entitled to a change in the Contract Time and cost as need if the Design-Builder can substantiate to the reasonable satisfaction of the Owner that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten (10) year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic

and Atmospheric Administration for the locale closest to the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. The substantiated change in the Contract Time shall be provisional until Substantial Completion has been achieved, at which time the change in the Contract Time shall be calculated as the number of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion less the total net accumulated number that reasonably should have been expected for the same period based on the historical data.

§ 16.1.7 Waiver of Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes without limitation:

- .1 damages incurred by the Owner for rental expenses, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal and home office expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, losses on other projects, for interest and financing costs, and for loss of profit (including 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 16. Nothing contained in this Section 16.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents or limit Design-Builder's indemnity obligations. Nothing in this Section 16.1.7 shall be deemed to preclude an obligation of the Design-Builder to indemnify the Owner for damages of any kind alleged by a third party. For claims asserted by the Owner against the Design-Builder, the waiver set forth in this Section 16.1.7 shall not apply to the extent the underlying damages are covered by the Design-Builder's insurance required to be maintained under this Agreement.

§ 16.1.8 Design-Builder's Liability

In addition to the other limitations of the Design-Builder's liability to the Owner under this Agreement, the Design-Builder's liability shall be limited as follows:

(Check the appropriate box.)

X § 16.1.8.1 The Owner and Design-Builder do not agree to further limit the liability of the Design-Builder to the Owner under this Section 16.1.8 of this Agreement.

§ 16.1.8.2 The Owner and Design-Builder agree to further limit the liability of the Design-Builder to the Owner under this Section 16.1.8 of this Agreement as follows:

Liability for Damages, Expenses, and Costs for which Insurance is Required under the Design-Build Documents. The Design-Builder's liability for damages, expenses, and costs for which insurance is required under the Design-Build Documents shall not exceed the required limit of the Design-Builder's applicable insurance policy set forth in the Design-Build Documents. The Design-Builder's failure to (a) procure and maintain the full coverage limits required under the Design-Build Documents, or (b) comply with the terms of the applicable insurance policy, shall not relieve the Design-Builder of liability that would have been covered by such insurance policy up to the required limit set forth in the Design-Build Documents.

Liability for Other Damages, Expenses, and Costs. The Design-Builder's liability to the Owner for other damages arising out of or related to this Agreement that are not liquidated damages assessed under Section 2.3.1.6, or that are not damages, expenses, or costs for which insurance is required under the Design-Build Documents, shall be limited to the sum stated below:

The limitations set forth in Section 16.1.8.2 are only effective if the parties check the applicable box and complete the fill point. If no box is checked, there is no further limit on the Design-Builder's liability.

§ 16.1.9 Exclusions to the Limitations of Design-Builder's Liability. The limitations, if any, on the Design-Builder's liability for liquidated damages under Section 2.3.1.6, and any other limitations of the Design-Builder's liability to the Owner under this Agreement shall not apply to liability resulting from the Design-Builder's:

- .1 fraud;

- .2 willful misconduct;
- .3 failure to pay sums due the Architect, Consultants, Subcontractors, or any other third party for labor, materials, equipment, or services related to the Work; or
- .4 abandonment of the Work.

§ 16.2 Initial Resolution of Claims

§ 16.2.1 Meet and Confer

§ 16.2.1.1 The Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The meet and confer session shall be held in-person in the locale of the Project. The Owner or Design-Builder may request senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 16.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 16.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Guaranteed Maximum Price or the Contract Time, the parties shall execute a Change Order.

§ 16.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 16.2.1.1, either party may proceed to mediation in accordance with Section 16.3.

§ 16.2.2 **Project Neutral** Intentionally deleted.

§ 16.3 Mediation

§ 16.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in in the Design-Build Documents, shall be subject to mediation as a binding condition precedent to binding dispute resolution. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Design-Builder.

§ 16.3.2 The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise within thirty (30) days of either party making a request for mediation, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing and delivered to the other party to the Contract. The parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty (30) days of the request, either party may file the request with the AAA, with a copy to the other party, and the mediation shall be administered by the AAA. Mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending completion of mediation, unless stayed for a longer period by agreement of the parties or court order.

§ 16.3.3 The Owner 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 Design-Builder file for binding dispute resolution if the Design-Builder is the party pursuing the Claim. If such a demand is made and the Design-Builder fails to file for binding dispute resolution within 60 days after receipt thereof, the Design-Builder waives its rights to binding dispute resolution proceedings with respect to Claims that are the subject of the Meet and Confer process.

§ 16.3.4 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. An officer of the Design-Builder and the Owner's designee must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the Architect, Consultants, or Subcontractors, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Design-Builder mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Acceptance by the Owner.

§ 16.4 Arbitration Intentionally deleted.

§ 16.4.1.1 Intentionally deleted.

§ 16.4.2 Intentionally deleted

§ 16.4.3 Intentionally deleted

§ 16.4.4 Consolidation or Joinder Intentionally deleted.

§ 16.4.4.2 Intentionally deleted.

§ 16.4.4.3 Intentionally deleted.

§ 16.5 Intentionally deleted.

§ 16.6 Litigation

§ 16.6.1 Any disputes that are not resolved through the Meet and Confer process or through mediation shall be resolved by litigation and not by arbitration. The Design-Builder may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Article 16. The Design-Builder shall have the burden to demonstrate in any litigation that it has complied with all requirements of this Article 16. All unresolved Claims of the Design-Builder shall be waived and released unless the Design-Builder has complied with the time limits of the Design-Build Documents, and litigation is served and filed within the earlier of (a) 120 days after the date of Substantial Completion approved in writing by the Owner, or (b) sixty (60) days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Design-Builder. The pendency of a mediation (the time period between receipt by the non-requesting party of a written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty (30) days after the date of the mediation session.

§ 16.6.2 The Design-Builder, the Architect, Consultants, and Subcontractors of any tier, whether claiming under a bond or lien statute or otherwise, shall not be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).

§ 16.6.3 The Owner may join the Design-Builder as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Design-Builder, the Architect, Consultants, and/or Subcontractor of any tier.

§ 16.7 False and Frivolous Claims

The Design-Builder shall not make any negligent or fraudulent misrepresentations, concealments, errors, omissions, or inducements to the Owner in the formation or performance of this Agreement. If the Design-Builder submits a false or frivolous Claim to the Owner, which for purposes of this Section is defined as a Claim based in whole or in part upon a materially incorrect fact, statement, representation, assertion, or record, the Owner shall be entitled to collect from the Design-Builder by offset or otherwise (without prejudice to any right or remedy of the Owner) any and all costs and expenses, including investigation and consultant costs, incurred by the Owner in investigating, responding to, and defending against such false or frivolous Claim.

ARTICLE 17 MISCELLANEOUS PROVISIONS

§ 17.1 Governing Law

The Contract shall be governed by the internal law of the State of Illinois without regard to its choice of law rules. The venue for any litigation shall be in Superior Court in the County in which the Project is located.

§ 17.2 Successors and Assigns

§ 17.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party with respect to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 17.2.2, neither party to the Contract shall assign the Contract as a whole, or any rights hereunder, including Claim rights, 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.

§ 17.2.1.1 If a majority of the ownership or the control of Design-Builder is acquired by a third party, and such acquisition reasonably imperils performance or creates a conflict of interest that the Owner, in its sole discretion, cannot reconcile, then the Owner may terminate the Contract at any time for cause.

§ 17.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to an entity providing construction financing for the Project, if the entity assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate the assignment.

§ 17.2.3 Certifications. If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 21 days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least 21 days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 17.3 With prior written consent of the Owner, not to be unreasonably withheld, the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations, if permitted. However, such material shall not include the Owner's confidential or proprietary information. The Owner shall endeavor to provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's promotional materials for the Project. This Section 17.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 15.2.2.

§ 17.4 Rights and Remedies

§ 17.4.1 Duties and obligations imposed by the Design-Build 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. The Design-Builder's sole remedy for Claims, disputes and other matters in question, direct or indirect, arising out of or relating to the Contract or breach thereof, except Claims that have been waived under the terms of the Design-Build Documents, however, is the dispute resolution procedure of Article 16.

§ 17.4.2 No action or failure to act by the Owner or Design-Builder 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.

§ 17.5 Tests and Inspections

§ 17.5.1 Tests, inspections, and approvals of portions of the Construction Work shall be made at an appropriate time as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities having jurisdiction. The Design-Builder shall plan and allow adequate time for all tests, inspections, and approvals, and shall not be entitled to an extension of the Contract Time for any delay associated with a test, inspection, or approval. Unless otherwise provided, the Design-Builder 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 all related costs of tests, inspections, and approvals shall be considered a Cost of the Work. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The independent testing agency shall prepare the test reports, logs and certificates applicable to the specific inspections and tests and promptly and simultaneously deliver the specified number of copies of them to the designated parties. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after execution of the Design-Build Amendment. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 17.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 17.5.1, the Owner will instruct the Design-Builder to make arrangements for

such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 17.5.3, shall be a Cost of the Work and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 17.5.3 If procedures for testing, inspection, or approval under Sections 17.5.1 and 17.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless the testing, inspection, or approval activity is otherwise permitted in this Agreement to be reimbursed as a Cost of the Work, in which case the cost for the testing, inspection, or approval shall be subject to the Guaranteed Maximum Price.

§ 17.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 17.5.5 If the Owner is to observe tests, inspections, or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 17.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work. The Design-Builder shall provide the Owner at least 48 hours' written notice prior to all tests and inspections.

§ 17.5.7 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failures to inspect or test by the Owner. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner shall relieve the Design-Builder of its responsibility for meeting the requirements of the Design-Build Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery.

§ 17.6 Confidential Information

§ 17.6.1 If the Design-Builder or Owner receives information specifically designated as "confidential" or "business proprietary," the Design-Builder shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 17.6.2. The obligations in this Section 17.6 shall survive the termination of this Agreement.

§ 17.6.2 The Design-Builder may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the Design-Builder to defend itself in any dispute. The Design-Builder may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 17.6. In the event the Design-Builder knows or reasonably believes that "confidential" or "business proprietary" information received from the Owner has been subject to any circumstance where the security, integrity, or confidentiality of any of the "confidential" or "business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or the "confidential" or "business proprietary" information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the Design-Builder will provide written notice to the Owner as soon as reasonably possible after it becomes aware of any breach.

§ 17.6.3 "Confidential" or "business proprietary" information shall not include information:

- .1 in the public domain, or which later enters the public domain, through no action on the Design-Builder's part in violation of this Agreement;
- .2 already in the Design-Builder's possession and not marked as "confidential" or "business proprietary" when received;
- .3 obtained by the Design-Builder on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or
- .4 that is independently developed by the Design-Builder without access to, or use of, any of the Owner's "confidential" or "business proprietary" information.

§ 17.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 17.8 Interpretation

§ 17.8.1 In the interest of brevity the Design-Build 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.

§ 17.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

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

§ 17.10 **Prevailing Wage.** This Agreement concerns the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq., which requires Design-Builder to pay its laborers, workers and mechanics, *if any*, performing Work on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the Design-Builder has an obligation to check the Department’s website for revisions to prevailing wage rates. All Design-Builders rendering Work under this Agreement must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties, to the extent that such requirements apply to the Work of the Design-Builder under this Agreement.

§ 17.11 **Compliance with grants and permits.** All Work performed by Design-Builder pursuant to this Agreement shall be performed in accordance with the terms of any state, federal, and local grants and permits, as applicable to the Work.

Compliance with Laws. Design-Builder shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, those relating to the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining laws. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

§ 17.12 **Agreement Subject to Availability of Funds.** The provisions of this Agreement for payment of funds by the Owner shall be effective when funds are budgeted and approved by the Owner Council for purposes of this Agreement and are actually available for payment. The Owner shall be the sole judge and authority in determining the availability of funds under this Agreement and the Owner shall keep the Design-Builder fully informed as to the availability of funds for the Agreement. The obligation of the Owner to make any payment pursuant to this Agreement is a current expense of the Owner, payable exclusively from the Owner’s annually approved budget, and is not a general obligation or indebtedness of the Owner. If the Owner Council fails to budget and approve money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Owner and the Design-Builder shall be relieved of any subsequent obligation under this Agreement.

§ 17.13 **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth at the start of this Agreement, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth at the start of this Agreement, (C) given to a recognized and reputable overnight delivery service, to the address set forth at the start of this Agreement; or (D) by email, to the email address set forth at the start of this Agreement, provided that affirmative confirmation of receipt of such email by the receiving Party is provided to the sending Party (automatically generated receipt messages or proof of email delivery notices are not acceptable).

§ 17.14 Records, Information, and FOIA. Design-Builder agrees to furnish Owner with reports and information regarding the Work performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Design-Builder and the results thereof. If Owner is required to respond to any Illinois Freedom of Information Act (“FOIA”) requests that involve material solely in the possession of Design-Builder, Design-Builder agrees to cooperate with Owner in the production of non-exempt responsive documents without additional charge to the Owner. Design-Builder agrees to maintain records, documents, and other evidence which will accurately show the time spent and Work performed under this Agreement for a minimum period of five (5) years after completion of the Work (or as required by applicable local, state or federal agency regulations, if longer), and such records shall be subject to audit by Owner upon reasonable advance notice to Design-Builder on a mutually agreed date and time. The obligations of this Section shall survive the termination of this Agreement.

§ 17.15 Provisions Required by Law. Each and every provision of law and any clause required by federal, state or local law to be in this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction. Unless otherwise modified by this Agreement, to the extent the Design-Builder was selected for this Agreement as a result of its response to any type of Owner-issued request for proposals or solicitation of quotes or bids, the Design-Builder agrees (i) to comply with any laws or regulations identified in any such document issued by the Owner, and (ii) that any representations, warranties or certifications of Design-Builder made in response to such document are and will remain true for the duration of this Agreement.

§ 17.16 Information Technology Guidelines

§ 17.16.1 Limited Access. If necessary for the fulfillment of the Agreement, the Owner may provide the Design-Builder with non-exclusive, limited access to the Owner’s information technology infrastructure. The Design-Builder understands and agrees to abide by all the Owner policies, standards, regulations and restrictions regarding access and usage of the Owner’s information technology infrastructure. The Design-Builder shall enforce all such policies, standards, regulations and restrictions with all the Design-Builder’s employees, agents or any tier of sub-Design-Builder granted access in the performance of this Agreement and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

§ 17.16.1 Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Design-Builder in connection with this Agreement is confidential, proprietary information owned by the Owner. Except as specifically provided in this Agreement, the Design-Builder shall not disclose data generated in the performance of the service to any third person without the prior, written consent of the Owner Manager or authorized designee.

§ 17.16.1 Data Security. Personal identifying information, financial account information, or restricted Owner information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Design-Builder must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted Owner information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

§ 17.16.1 Compromised Security. In the event that data collected or obtained by the Design-Builder in connection with this Agreement is believed to have been compromised, the Design-Builder shall notify the Owner Manager, or authorized designee, immediately. The Design-Builder agrees to reimburse the Owner for any costs incurred by the Owner to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

§ 17.16.1 Permitted Access. The Design-Builder’s employees, agents, consultants, and subcontractors must receive prior, written approval from the Owner before being granted access to the Owner’s information technology infrastructure and data and the Owner, in its sole determination, shall determine accessibility and limitations thereto. The Design-Builder agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Design-Builder. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

ARTICLE 18 SCOPE OF THIS AGREEMENT

§ 18.1 This Agreement is comprised of the following documents:

- .1 AIA Document A141®PDB–2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project, as revised
- .2 AIA Document A141®PDB–2024, Exhibit A, Insurance and Bonds, as revised
- .3 AIA Document A141®PDB–2024, Exhibit B, Design-Build Amendment, if executed, as revised
- .4 Other documents, if any, listed below:

Exhibit D, Owner’s Request for Proposals (RFP) and Addenda
Exhibit E, Design-Builder’s Response to RFP (not a Contract Document; included for information only)
Exhibit F, Preliminary Project Schedule dated February 3, 2026
Exhibit G, Architect/Engineer Hourly Rates
Exhibit H, Design-Builder’s Fee Proposal presented to Owner on February 17, 2026 (Exhibit H)

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

OWNER *(Signature)*

BY: .

(Printed name and title)

DESIGN-BUILDER *(Signature)*

BY: Brian Kronewitter, Executive Vice
President

(Printed name and title)

AIA® Document A141®PDB – 2024 Exhibit A

Insurance and Bonds

This Exhibit dated the [redacted] day of February in the year 2026 (the “Exhibit”) is incorporated into AIA Document A141®PDB-2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project dated the [redacted] day of February in the year February (the “Agreement”).
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

« Village of Carpentersville Renovation and Addition to the existing Village Hall and Police Station per the Design Build RFP dated 10/27/25 and the Cordogan Clark Design Build Proposal dated 12/15/26 »

THE OWNER:
(Name, legal status, and address)

Village of Carpentersville
1200 LW Besinger Drive
Carpentersville, Illinois 60110

THE DESIGN-BUILDER:
(Name, legal status, and address)

Cordogan Clark Consulting Services, Inc
515 Redwood Drive
Aurora, IL 60506

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER’S INSURANCE
- A.3 DESIGN-BUILDER’S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term Agreement refers to AIA Document A141®PDB-2024, Standard Form of Agreement between Owner and

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A141®PDB-2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project. Article 12 of A141PDB-2024 contains additional insurance provisions.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Design-Builder for a Progressive Design-Build Project.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

The Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2.

§ A.2.2 Liability Insurance

Prior to commencement of the Work, the Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Prior to commencement of the Construction Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section A.2.3 and, upon the Design-Builder's request, provide a copy of the property insurance policy or policies. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements. Unless this obligation is placed on the Design-Builder 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 Guaranteed Maximum Price, plus the value of subsequent Modifications and labor performed and materials supplied or installed 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 Design-Build Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Design-Builder, 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.)

Cause 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 Design-Builder'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 its standard property insurance ~~written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Construction Work set forth in Section 13.2.2 of the Agreement.~~

§ 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: if the loss is caused by the Owner or by other causes that are outside of the Design-Builder's control. If the loss is caused by the Design-Builder or a Subcontractor of any tier, the Design-Builder shall be responsible for all loss not covered because of such deductibles or retentions. Insurance deductibles for property insurance attributed to a loss caused by the Design-Builder or a Subcontractor of any tier are not a reimbursable Cost of the Work.

§ 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 Construction 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 coverage.~~ The Owner and the Design-Builder 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 Construction 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 Construction Work as set forth in Section 13.2.2 of the Agreement, "all-risks" property insurance, on a replacement cost basis, if commercially available, or otherwise on an actual cost value 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 Construction 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~~ may at its option and in its sole discretion purchase and maintain any of the types of insurance described below. The Owner is not required to purchase such coverage (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 Construction 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, 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 first party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy, and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions.
(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

- [] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

NA

ARTICLE A.3 DESIGN-BUILDER'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner, on AIA Document G705 or ACORD Certificate of Liability Insurance, evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work, including any presence on the Project site, and before any exposure to loss can occur; (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~~ and the other entities named in Section A.3.1.3 as additional insureds on the Design-Builder's Commercial General Liability, ~~and~~ excess or umbrella liability policy or policies, pollution liability, and specialized drone (aircraft) liability policies.

§ A.3.1.1.1 All certificates must be signed copies and must contain a provision that written notice by certified mail shall be provided to the Owner at least forty-five (45) days before the policies expire or are cancelled. The Design-Builder shall promptly provide to the Owner copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage or limits.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Design-Builder shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Design-Builder. Any deductibles and self-insured retentions shall be subject to the Owner's advance, written approval.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Design-Builder shall cause the commercial general liability coverage, excess or umbrella liability policy or policies, pollution liability, and specialized drone (aircraft) liability policies to include (1) the Owner ~~as an additional insured~~ and the Indemnified Parties (as defined in the Agreement) and any other individuals or entities specified in the Design-Build Documents as additional insureds for claims caused in whole or in part by the Design-Builder's negligent acts or omissions during the Design-Builder's operations; and (2) the Owner ~~as an additional insured~~ and the Indemnified Parties or entities specified in the Design-Build Documents as additional insureds for claims caused in whole or in part by the Design-Builder'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.

§ A.3.2 Design-Builder's Required Insurance Coverage

§ A.3.2.1 Prior to commencement of the Work, the Design-Builder 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 possessing an A.M. Best's policyholder's rating of "A Minus" or better and a financial rating of no less than IX. The Design-Builder's insurer(s) shall be authorized to do business in Illinois and shall be reasonably acceptable to the Owner. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Construction Work as set forth in Section 13.2.2 of the Agreement, ~~unless a different duration is stated below:~~ *(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)*

The Design-Builder shall maintain its insurance until the expiration of the period for correction of Construction Work, with the exception that the Design-Builder shall maintain its completed operations coverage and professional liability coverage for a period of two (2) years following Substantial Completion of the Work.

§ 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 onetwo million (~~\$ 1,000,000.00~~) each occurrence, two million (~~\$2,000,000~~) general aggregate, and 2four million (~~\$ 2,000,000.00~~) 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 blanket contractual liability, including the Design-Builder's indemnity obligations under Section 3.1.14 of the Agreement; ~~and~~
- .6 coverage for underground, collapse, and explosion exposures.

§ A.3.2.2.1.1 The Design-Builder's Commercial General Liability policy shall be designated primary coverage for both defense and indemnity, and any Owner's policies excess and non-contributory. Each policy shall waive all rights of recovery under subrogation or otherwise, against the Owner and its directors, officers, employees, consultants, and representatives.

§ A.3.2.2.1.2 The Design-Builder's Commercial General Liability policy shall include a severability of interest (cross liability clause) for Work performed under the Agreement.

§ A.3.2.2.2 The Design-Builder'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.
- .2 Claims for property damage to the Design-Builder's Construction Work arising out of the products-completed operations hazard where the damaged Construction Work or the Construction 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 3.1.14 of the Agreement 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 Construction Work is to be performed on such a project.
- .8 Claims related to roofing, if the Construction Work involves roofing.

- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces, if the Construction Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement.
- .11 Claims related to explosion, collapse, and underground hazards, where the Construction Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, rented, and non-owned vehicles used, by the Design-Builder, with policy limits of one million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Design-Builder 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.

§ A.3.2.5 Workers' Compensation policy limits of five hundred thousand (\$500,000.00) per accident or disease per employee at statutory limits.

§ A.3.2.6 Intentionally deleted.

§ A.3.2.7 Professional Liability insurance covering performance of professional services, with policy limits of five million (\$ 5,000,000.00) per claim and five million (\$ 5,000,000.00) in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the design services of the Design-Builder, the Architect, or Consultants commenced for the Project until completion of the period for correction of the Construction Work. The coverage required by this Section is in addition to any professional liability coverage the Design-Builder requires of the Architect, Consultants, or Subcontractors.

§ A.3.2.8 Design-Builder shall ensure that any trade subcontractor performing environmental work (including but not limited to removal/remediation of asbestos) shall be contractually required to purchase and maintain Pollution Liability insurance with policy limits of two million (\$ 2,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate covering the transportation, dissemination, use, or release of pollutants.

§ A.3.2.9 **Cyber Security Insurance** for first- and third-party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy, and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions:

(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

Cyber coverage shall have policy limits of two million (\$2,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate with coverage sufficiently broad to cover claims including but not limited to breach, system failure, data recovery, business interruption, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties

§ A.3.2.10 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Construction Work involves hazards arising from work on or near navigable waterways, including vessels and docks. Intentionally deleted.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Construction Work requires such activities, with policy limits of (\$) per claim and (\$) in the aggregate. Intentionally deleted.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, including drones, if the Construction Work requires such activities, with policy limits of two million (\$ 2,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

§ A.3.3 Design-Builder'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 Design-Builder shall maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 13.2.2 of the Agreement, unless a different duration is stated below:

(If the Design-Builder 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 the Construction Work, state the duration.)

§ A.3.3.2 The Design-Builder shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Design-Builder 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 Design-Builder shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Design-Builder shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Design-Builder 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 12 of the Agreement unless otherwise set forth below:

(Where the Design-Builder'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 12 of the Agreement, indicate the responsible party below.)

§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of (\$) per claim and (\$) in the aggregate, for Construction Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ 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 Design-Builder 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 Design-Builder and any applicable limits.)

Coverage

Umbrella/excess liability insurance

Limits

three million (\$3,000,000), per occurrence and in the aggregate

§ A.3.4 Insurance Coverage Required of Design-Builder's Architect, Consultants, and Subcontractors

The Design-Builder shall require the Architect, Consultants, and Subcontractors to 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 possessing an A.M. Best's policyholder's rating of "A Minus" or better and a financial rating of no less than IX. All insurer(s) shall be authorized to do business in the State of Illinois and shall be reasonably acceptable to the Owner. The Design-Builder shall obligate the Architect, Consultants, and Subcontractors to maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 13.2.2 of the Agreement, unless a different duration is stated below.

(List below the types of insurance required of the Design-Builder's Architect, Consultants, and Subcontractors and any applicable limits. In addition, if the Design-Builder is to obligate the Architect, Consultants, or Subcontractors to maintain any of the types of insurance indicated below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

A.3.4.1 Coverage Required – Architect, Consultants, and Subcontractors of All Tiers

§ A.3.4.1.1 The Design-Builder shall require that its Architect, Consultants of any tier, and Subcontractors of any tier maintain at least the amounts of insurance set forth in this Section A.3.4.1.

§ A.3.4.1.2 Commercial General Liability insurance written on an occurrence form with policy limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. This insurance shall meet the same requirements applicable to the Design-Builder's Commercial General Liability insurance that are established under Section A.3.2.2.

§ A.3.4.1.3 Automobile Liability covering vehicles owned, and non-owned vehicles used or rented, by the Architect Consultant / Subcontractor, with policy limits of 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.3.4.1.4 Workers' Compensation policy limits of one million (\$ 1,000,000.00) per accident or disease per employee.

§ A.3.4.1.5 Employers' Liability with policy limits of 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.3.4.1.6 Additional insurance for each trade as is customary in the industry and necessary to protect the interest of the Owner based upon the nature of the work being performed by such trade subcontractor. By way of example (1) , any environmental subcontractor shall procure and maintain environmental liability insurance for work involving environmental contamination or asbestos remediation, and (2) umbrella liability insurance in an amount equal to the Design Builder's umbrella liability insurance requirement in section A.3.3.2.6.

§ A.3.4.1.7 To the fullest extent permitted by law, the Design-Builder shall require that its Architect, Consultants, and Subcontractors cause their Commercial General Liability coverage to include the Owner and its officers, directors, employees, consultants, and representatives and any other individuals or entities specified in the Design-Build Documents as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies. 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.

§ A.3.4.2 Coverage Required – Architect

§ A.3.4.2.1 The Design-Builder shall require that its Architect maintain the insurance set forth in this Section A.3.4.2:

§ A.3.4.2.2 Professional Liability insurance covering performance of professional services, with policy limits of Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the design services of the Architect commenced for the Project and shall be maintained until six (6) years after Substantial Completion of the Project.

§ A.3.4.3 Coverage Required – Consultants and Subcontractors Performing Professional Services (First Tier)

§ A.3.4.3.1 The Design-Builder shall require that its first-tier Consultants and Subcontractors, and any first-tier consultants engaged by the Architect, performing professional services in connection with the Project maintain the insurance set forth in this Section A.3.4.3:

§ A.3.4.3.2 Professional Liability insurance covering performance of professional services, with policy limits of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the professional services of the Consultant, Subcontractor, or, as applicable, the Architect's consultant, commenced for the Project and shall be maintained until six (6) years after Substantial Completion of the Project.

§ A.3.4.4 Coverage Required – Consultants and Subcontractors Performing Professional Services (Lower Tiers)

§ A.3.4.4.1 The Design-Builder shall require that its lower-tier Consultants and Subcontractors, and any lower-tier consultants engaged by the Architect, performing professional services in connection with the Project maintain the insurance set forth in this Section A.3.4.4:

§ A.3.4.4.2 Professional Liability insurance covering performance of professional services, with policy limits of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the professional services of the Consultant, Subcontractor, or, as applicable, the Architect's consultant, commenced for the Project and shall be maintained until six (6) years after Substantial Completion of the Project.

§ A.3.5 Performance Bond and Payment Bond

The Design-Builder shall require all first tier trade subcontractors to provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the State of Illinois in the jurisdiction where the Project is located covering the faithful performance of this Agreement and payment obligations arising under this Agreement, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	<u>Equal to Total Cost of the Work</u>
Performance Bond	<u>Equal to Total Cost of the Work</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.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

§ A.4.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for losses to the extent those losses are covered by cyber-insurance required by this Agreement, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors.

§ A.4.2 Other special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

A.4.2.1 The requirements as to insurance and acceptability to the Owner of insurers set forth in this Exhibit A shall not in any manner limit or qualify the liabilities or obligations assumed by the Design-Builder under the Agreement. Coverages are the minimum to be provided and are not limitations of liability under the Agreement, indemnification, or applicable law provisions. The Design-Builder may, at its expense, purchase larger coverage amounts but such costs are not reimbursable from the Owner. If existing policy(ies) provide higher limits than those specified herein, the higher limits will be applicable and the insurance certificates shall reflect those higher limits.

§ A.4.2.2 Notwithstanding anything herein to the contrary, the Design-Builder will provide all bonding, insurance, and permit

documentation as required by governmental entities for all portions of the Project.

§ A.4.2.3 If the Owner is damaged by the Design-Builder's failure to maintain any of the insurance required by this Exhibit A, including that required of Design-Builder's subcontractors (all tiers) and consultants, the Design-Builder shall bear all costs attributable thereto.

§ A.4.2.4 The Design-Builder shall provide unredacted copies of its insurance policies required by this Exhibit A to the Owner on the Owner's request.

§ A.4.2.5 The Design-Builder shall promptly notify the Owner of any material changes to, interruption of, or termination of any insurance required by this Exhibit A, and will immediately procure replacement coverage.

§ A.4.2.6 The Owner may modify the insurance requirements set forth in this Exhibit A for certain entities, on a case-by-case basis, by providing written agreement to such modifications.

§ A.4.2.7 The Design-Builder and its Subcontractors of any tier shall retain the risk of loss for any damage to their equipment, tools, supplies, materials, automobiles and vehicles, cranes, hoists or any other property owned or leased which will not be incorporated into the physical construction Work. If separate insurance is maintained for any property described in this Section, it shall contain a waiver of subrogation on the part of the insurance company in favor of the Owner.

AIA® Document A141®PDB – 2024 Exhibit B

Design-Build Amendment

This Amendment dated the [] day of [] in the year [] (the “Amendment”) is incorporated into, and amends, AIA Document A141®PDB–2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project dated the [] day of [] in the year [] (the “Agreement”) (In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and location or address)

Village of Carpentersville Renovation and Addition to the existing Village Hall and Police Station per the Design Build RFP dated 10/27/25 and the Cordogan Clark Design Build Proposal dated 12/15/25

THE OWNER:
(Name, legal status, and address)

Village of Carpentersville
1200 LW Besinger Drive
Carpentersville, Illinois 60110

THE DESIGN-BUILDER:
(Name, legal status, and address)

Cordogan Clark Consulting Services, Inc
515 Redwood Drive
Aurora, IL 60506

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- B.1 GUARANTEED MAXIMUM PRICE**
- B.2 CONTRACT TIME**
- B.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- B.4 DESIGN-BUILDER’S KEY PERSONNEL, CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS**
- B.5 OWNER’S SEPARATE CONTRACTORS**

ARTICLE B.1 GUARANTEED MAXIMUM PRICE

§ B.1.1 Guaranteed Maximum Price

Pursuant to Article 5 of the Agreement, the Owner and Design-Builder hereby amend the

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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Agreement to establish a Guaranteed Maximum Price.

§ B.1.1.1 The Contract Sum is guaranteed by the Design-Builder not to exceed [redacted] (\$ [redacted]), subject to additions and deductions by Modification as provided in the Design-Build Documents.

§ B.1.1.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder’s Fee, and other items that comprise the Guaranteed Maximum Price, including Design Services to be performed after execution of the Design-Build Amendment and Early Release Work.

(Provide itemized statement below or reference an attachment.)

Design-Builder’s Itemized GMP Proposal dated [redacted], 2026 (“GMP Proposal”)

§ B.1.1.3 The Design-Builder’s Fee is 2.75% of the Cost of the Work set forth in Article 2 of the Agreement and is based on the GMP Proposal.

§ B.1.1.4 The method of adjustment of the Design-Builder’s Fee for changes in the Work is set forth in Article 2 of the Agreement.

§ B.1.1.5 Design Services to be performed after execution of the Design-Build Amendment, including Design Services performed for Early Release Work.

[redacted]

§ B.1.1.6 Alternates

§ B.1.1.6.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
[redacted]	

§ B.1.1.6.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit B. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
[redacted]		

§ B.1.1.7 Allowances, if any:

(Identify each allowance.)

Item	Price
[redacted]	

§ B.1.1.8 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)
[redacted]		

§ B.1.1.9 The Design-Builder’s contingency included in the Guaranteed Maximum Price:

[redacted]

§ B.1.1.10 Other amounts that comprise the Guaranteed Maximum Price:

ARTICLE B.2 CONTRACT TIME

§ B.2.1 The date of commencement of the Construction Work shall be:
(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Construction Work.)

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

§ B.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Design-Build Documents for Substantial Completion of the Construction Work. The Contract Time shall be measured from the date of commencement of the Construction Work.

§ B.2.3 Substantial Completion

§ B.2.3.1 Subject to adjustments of the Contract Time as provided in the Design-Build Documents, the Design-Builder shall achieve Substantial Completion of the Construction Work:
(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Construction Work.

By the following date:

§ B.2.3.2 Subject to adjustments of the Contract Time as provided in the Design-Build Documents, if portions of the Construction Work are to be Substantially Complete prior to the Substantial Completion of the entire Construction Work, the Design-Builder shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ B.2.3.3 If the Design-Builder fails to achieve Substantial Completion as provided in this Section B.2.3, liquidated damages, shall be assessed as set forth in Article 2 of the Agreement and shall accrue at a rate of \$ per calendar day for each day of delay.

~~**§ B.2.4.1** Subject to adjustments of the Contract Time as provided in the Design-Build Documents, the Design-Builder shall achieve Final Completion of the Construction Work:
(Check one of the following boxes and complete the necessary information.)~~

~~Not later than () calendar days from the date of Substantial Completion.~~

~~By the following date:~~

~~**§ B.2.4.2** If the Design-Builder fails to achieve Final Completion as provided in this Section B.2.4, liquidated damages shall be assessed as set forth in Article 2 of the Agreement at the rate stated in Section B.2.3.3.~~

ARTICLE B.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ B.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Design-Build Documents and the following:

§ B.3.1.1 The following Supplementary and other Conditions of the Agreement:

Document	Title	Date	Pages

§ B.3.1.2 The following Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ B.3.1.3 The following Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date	Pages

§ B.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective, identify the document or documents that comprise the Sustainability Plan by title, date, and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing, or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ B.3.1.5 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ B.3.1.6 Deviations from the Owner's Criteria as adjusted by a Modification:

§ B.3.1.7 To the extent the Design-Builder shall be required to submit any Submittals to the Owner for review, indicate any such submissions below:
(List any Submittals that the Design-Builder is required to submit to the Owner for review.)

§ B.3.1.8 Owner's Intended BIM Uses

The Owner intends to utilize Building Information Modeling ("Models") on the Project for the following post construction

uses. Any use in addition to those identified below shall be at the Owner's sole risk:

(Examples include building system maintenance, building system analysis, asset management, space management and tracking, disaster planning, and record modeling.)

[Redacted]

§ B.3.1.8.1 The Owner agrees that the extent of its reliance on any Model, or a portion thereof, shall be in accordance with a BIM Execution Plan agreed to by the Parties. If the Parties do not agree to a BIM Execution Plan, the Owner's reliance on any Model shall be at the Owner's sole risk.

§ B.3.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here or refer to an exhibit attached to this Amendment.)

[Redacted]

ARTICLE B.4 DESIGN-BUILDER'S KEY PERSONNEL, CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS

§ B.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title, and contact information.)

.1 Superintendent

[Redacted]

.2 Project Manager

[Redacted]

.3 Others

[Redacted]

§ B.4.2 In addition to the persons or entities identified in the Agreement, the Design-Builder shall retain the following Consultants, Subcontractors, and suppliers, identified below:

[Redacted]

ARTICLE B.5 OWNER'S SEPARATE CONTRACTORS

§ B.5.1 The Owner shall retain the following Separate Contractors to perform construction or operations related to the Project: This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)



REQUEST FOR PROPOSAL

Design-Build Services

For the

Village Hall / Police Facility Renovation and Addition

GENERAL:

The Village of Carpentersville (Village) requests a Proposal from qualified firms or joint-ventured firms (“firm”) for the Design/Build services (design, construction, and construction management) of comprehensive improvements to the Village Hall / Police facility. This would include required selective demolitions, remediation of asbestos and other environmental contaminants, renovations to existing remaining building, building addition(s), on-site parking lot reconstruction/expansion, and renovation of exterior common space. The scope of work includes but is not limited to meetings, site visits and investigations, Concept and Schematic Design, revisions, final design and permitting, cost estimates, construction, construction management, and all other incidental and collateral work necessary to complete this project.

BUILDING INFORMATION:

The Village Hall / Police facility is located is at 1200 L.W. Besinger Drive, Carpentersville, Illinois 60110 and was built in 1978. The existing facility is three-floor, brick and block, two above ground floors and a concrete foundation/basement totaling 36,870S.F. The current Firestone EPDM roof was installed in 2017, there are no known leaks or defects in the roofing system. Village Building Maintenance staff believe that all of the existing building MEP systems are in need of replacement or significant upgrade. There are ongoing issues with groundwater intrusion in the building in select locations. The existing configuration of many of the spaces do not lend themselves to efficient uses of space in modern government operations. This facility houses the administrative offices for Administration, Elected Officials, Village Clerk, various Boards & Commissions, Human Resources, Finance, Community Development, Economic Development, Information Technology, Police and Police Operations and Code Enforcement.

SCOPE OF WORK:

The selected firm shall perform all design and construction in a professional and satisfactory manner. The Village will provide a liaison as a point of contact throughout the project. All work must be completed in accordance with the applicable local and state codes, policies and standards and the approved project design plans and contract specifications.

The Village must maintain operations during the renovation and new construction. This would likely require work areas to be temporarily relocated within the existing building or within mobile facilities on-site. Firms may propose various options to achieve and maintain Village operations. The Village has identified a critical need to maintain the ability of the general public to access certain basic needs such as bill paying, permitting, record requests, etc that require secure areas for Village customer service employees to interact with the public, process payments and issues documents throughout the construction period. The Village is willing to consider having certain employees work from home for periods of time or relocate from existing work spaces to temporary work facilities. The successful firm will need to create a detailed plan of these moves in conjunction with Village staff, to ensure that the needs for public access are safely met as well as providing safe, productive work environments for the Village staff during construction. A basic

outline of proposed methods of accomplishing this and potential movement/construction sequence should be included in the response.

The following minimum facility and site improvements have been identified and will need to be completed:

- Complete leak inspection and cracked foundation repairs as warranted to existing basement foundation system (basement floorplan showing known leaks is attached). The functionality of the existing drain tile system is questionable, Replacement of drain tiles as required to provide an effective system is needed.
- Assessment of the exterior building surface systems and appropriate maintenance including brick tuck-pointing to all existing exterior walls is required.
- Select demolition and removal of the southeast section of the Village Hall facility to provide space for a portion of the proposed building addition.
- Replacement of all existing exterior glazing and door systems. All locks shall use Schlage Primus keyways and furnished with end-user-coded regionally-restricted duplication protection master keying system. All egress doors and panic-rated openings shall be equipped with Von Duprin 99 series push pad devices.
- Removal of existing brick courtyard and abandoned concrete reflecting pool/fountain from an underutilized space. This area may be utilized for a portion of the proposed building addition and/or seasonal common area with access from the building.
- 15,000-20,000 S.F. (+/-) Building addition or additions, most likely to be adjacent to the east portion of the existing building but open to other design options. The addition would include but is not limited to new public entry and lobby, interaction counter space for the Finance Department, Community Development Department, and Police Department-Records. This would also include additional space for these departments as well as the Village Board room and separate meeting room. Install new secondary water and sanitary services.
- Reconstructed parking lot improvements with new lighting for visitor, employee and village vehicle meeting current ADA, stormwater ordinance and best management practices. Police/Village vehicle parking area to be located within an access-controlled area surrounded by fencing and entered/exited through access-controlled gate locations.
- Improvements and/or replacement of components in the existing basement gun range that would include HVAC system, air filtration, targeting, lighting, bullet trap system soundproofing, etc. in order to provide a functional training range meeting or exceeding current standards and practices.
- Complete removal and replacement of existing failing HVAC systems to include new boilers, air-cooled chillers, dual temperature piping, fan coil units, variable air volume boxes, air handlers, exhaust fans, Tridium Niagara BACnet IP control systems on a physically separate Operational Technology (OT) Network, etc.
- Complete removal and replacement of existing undersized building electrical service, main switchboard, distribution panels, including all switches, receptacles, overhead lighting and emergency power generator or generators to meet anticipated loads and demand.
- Remove the existing fire alarm system and replace with an addressable panel, devices, and remote annunciators, to meet current code requirements.
- Evaluate the condition of the existing water-based fire protection sprinkler system, remove, replace, expand as necessary, to meet current code requirements.
- Replace and update restrooms with new fixtures to meet current ADA codes. Replace entire interior water, sanitary plumbing and exterior sanitary service.
- Relocate and replace existing 3-floor elevator to meet current code and applicable regulations.
- Update or replace existing Police detention cells and detainee processing areas including plumbing, plumbing fixtures, electrical and electrical fixtures, etc... to meet current code and applicable regulations & standards.

- Update or replace existing Police interview spaces to meet current code and applicable regulations & standards.
- Update or replace existing Police Evidence Storage (short & long term) and processing areas to meet current code and applicable regulations & standards.
- The design should include provisions for the creation of a Police Sallyport area to provide a secure location for a minimum of one vehicle (preferably 2) to escort a detainee from the vehicle into the Police detainee processing area as well as any evidence to be processed. Ideally, an added secure space in which a vehicle could be processed for evidence would be beneficial.
- Develop a security and electronic access control system plan throughout the facility, at critical locations, including video surveillance recording systems for entrances, and public areas as identified.
- Provide dedicated, secure MDF and IDF rooms sized and configured to support current and future Village network, telecommunications, and server equipment. Each room shall have independent electrical feeders with dedicated circuit panels and uninterruptible power supply (UPS) systems sized to support critical loads and allow graceful shutdowns, plus provisions for future UPS expansion. Each room shall receive dedicated, redundant cooling with independent temperature and humidity control for IT equipment. Rooms shall include cable management and rack space, labeled grounding and bonding, fire detection/suppression designed for electronic equipment. Provide and install office furnishings and surface finishes in existing and new spaces consistent with the intended uses of the spaces. The products and finishes shall provide long-lasting easy to clean and maintain surfaces while reflecting the Village's commitment to providing safe, productive work spaces and public gathering locations.

MANDATORY PRE-SUBMITTAL MEETING:

Interested firms are required to attend a mandatory on-site pre-submittal meeting. Firms will have the opportunity to tour the existing building and should be prepared to take photos, measurements, and document any other information the firm feels necessary for preparation of their submittal. The pre-submittal meeting will be held on November 4, 2025

PROJECT SCHEDULE:

- | | |
|------------------------------------|---------------------------|
| • RFP Distributed | October 27, 2025 |
| • RFP Submittal Due | November 17, 2025 |
| • Review and Selection | November 24, 2025 |
| • Village Board Agreement Approval | December 2, 2025 |
| • Execution of Agreement | by December 10, 2025 |
| • Kick-off Meeting | Week of December 15, 2025 |
| • Concept Design | February 20, 2026 |
| • 50% Design & Specifications | May 15, 2026 |
| • Pre-Final Design | July 17, 2026 |
| • Final Design & Specifications | August 28, 2026 |
| • Begin Construction | October 30, 2026 |
| • Substantial Completion | October 6, 2027 |
| • Final Completion | October 27, 2027 |

PROPOSAL FORM

Name of Firm: _____

Address: _____

Telephone: _____ Email: _____

By: _____ Date: _____

Signature

Name and Title: _____

Our firm having familiarized ourselves with local conditions affecting the work and with the proposed scope of work provided in the Request for Proposal, hereby propose to perform everything required to be performed and to provide all of the labor, materials, and equipment necessary to provide the design and construction services to complete the proposed work for the Village Hall / Police Facility Renovation and Addition:

Total Bid Amount: \$ _____

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a Statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONSULTANT's workplace.
 - (2) Specifying the 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, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The CONSULTANT's policy for maintaining a drug free workplace;
 - (3) Available counseling, rehabilitation, or assistance programs; and
 - (4) Penalties imposed for drug violations.
- (c) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the CONTRACT and to post the Statement in a prominent place in the workplace.
- (d) Notifying the contracting 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, by any employee who is so convicted, as required by Section 5 of the DRUG FREE WORKPLACE ACT.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the DRUG FREE WORKPLACE ACT.

DRUG FREE WORKPLACE CERTIFICATION

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Printed Name of Contractor

Address

City

State

Zip

Signature of Authorized Representative

Title

Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

Printed Name of Contractor

Address

City

State

Zip

Signature of Authorized Representative

Date

Title



REQUEST FOR PROPOSAL

VILLAGE OF CARPENTERSVILLE
DESIGN-BUILD SERVICES FOR VILLAGE HALL &
POLICE FACILITY RENOVATION & ADDITION PROJECT

DECEMBER 15, 2025



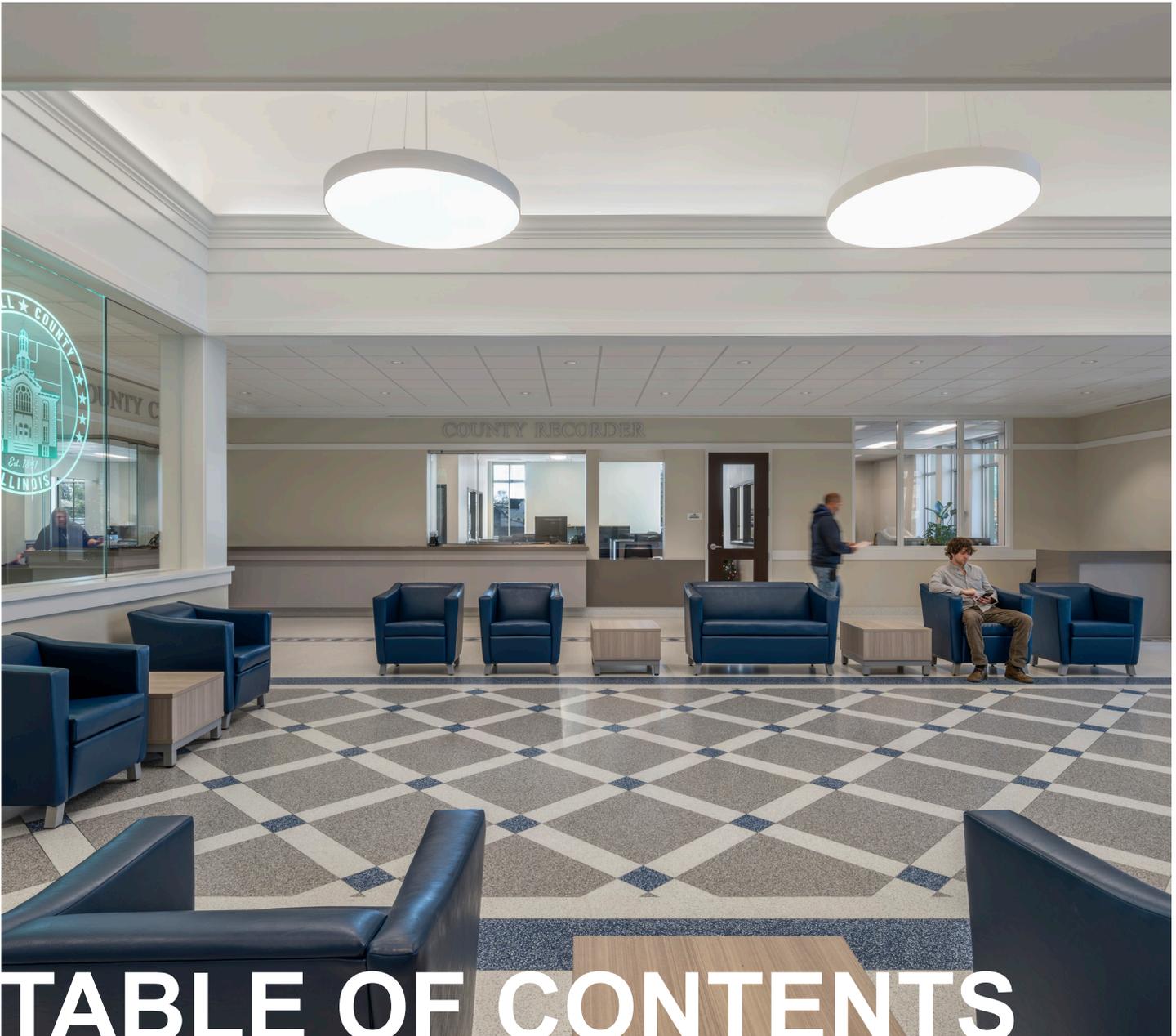


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1. COVER LETTER & FIRM OVERVIEW



December 12, 2025

Mr. Brad Stewart, Village Manager
Village of Carpentersville
1200 LW Besinger Drive
Carpentersville, IL 60110

RE: RFP FOR DESIGN-BUILD SERVICES FOR THE VILLAGE HALL / POLICE FACILITY RENOVATION & ADDITION

Dear Mr. Stewart and Selection Committee,

I am writing to express Cordogan Clark's eagerness and dedication to collaborating with the Village of Carpentersville to make your vision of an expanded and renovated Village Hall & Police Station come to life. We are confident that our extensive experience in municipal and police station design and construction will result in solutions that are both cost-effective and of the highest quality, built to last.

Our integrated in-house design and construction management delivery method offers numerous advantages and is an "added value" that the Village of Carpentersville will receive. By combining these two critical aspects of the design and construction process, efficiency and collaboration are significantly enhanced. This integrated approach fosters seamless communication amongst our team, leading to a more cohesive and streamlined project. This synergy allows for the early identification and resolution of potential challenges, minimizing delays and cost overruns. Moreover, integrating these services in-house promotes a holistic perspective, ensuring that the architectural vision aligns seamlessly with practical construction considerations. This collaborative approach not only results in a more efficiently executed project but also enhances the overall quality and functionality of the final structure, ultimately delivering a successful and well-coordinated outcome for you.

Our project team brings decades of experience in the successful delivery of Police Stations and Village Halls of all sizes. Recent work with Aurora, Sugar Grove, Yorkville, and Park Ridge, and currently with Lake Forest and East St. Louis, demonstrates our ability to manage projects of varied scale and complexity. More than 95% of our workload comes from repeat clients who rely on us to deliver high-quality projects within available funding.

Cordogan Clark's team of architects, engineers, and construction managers has the specialized expertise to ensure the Village of Carpentersville receives the best possible facility within budget requirements. We understand the importance of accuracy and accountability - our average cost variance of just $\pm .5\%$ underscores our commitment to reliable estimates. In no other team will you find this balance of designing & building to a budget-savvy. We are confident our approach will produce the highest-value design while honoring your budget and schedule.

Thank you for considering our team. We welcome the opportunity to discuss our proposal further and explore how Cordogan Clark can be the ideal partner for the Village of Carpentersville. Should you have any questions, please contact me at 630.209.7525 or bkronewitter@cordoganclark.com, or reach out to Nathan Melotte at 773.391.9020 or nmelotte@cordoganclark.com.

Sincerely,

Cordogan Clark



Brian Kronewitter, AIA, DBIA
Principal/Executive Vice President



Nathan Melotte, AIA
Vice President

A legacy of innovation.

Early in his career, Cordogan Clark's founder Louis C. Cordogan had apprenticed with pioneering Chicago modernists. At the leading edge of architectural and technological innovation, these visionaries were concerned with aesthetically refined high-performance design and construction. Built on this solid foundation, Lou's practice synthesized durable design and construction, and grew to include diverse financial, religious, residential, and hotel clients.

Over the last decade, the firm has made strategic decisions to expand our services and geographic reach to better serve our clients, and to develop our national presence as a leader in design. Now a fusion of four firms, each with their own distinct history of innovation, Lou's pioneering spirit continues in our designs, as we seek continuous improvement and innovations to optimize performance and experience.

1951

Louis Cordogan founded Louis C. Cordogan Architect, in Chicago.



1968

A second office is opened in Aurora, Illinois.



1984

John Clark joins the firm as a founding partner of Cordogan Clark & Associates.



2016

Keystone Architects, founded by Rob Galbraith in 1984 in Lafayette, Indiana, joins our firm after collaborating on major work.



1899

Wm. B. Ittner Architects begins revolutionizing school design across the nation. Early innovations included natural light, integrated ventilation, standardized plans, and the Community School concept.



1973

John Cordogan, Managing Partner, joins the firm.



2019

We merge with Ittner Architects, creating a new business model consisting of over 150 professionals.

2023

Longstanding Cleveland-based architectural firm Lesko Architecture, founded in 1953 by architect Nicholas Lesko, forms a partnership with Cordogan Clark.

Cordogan Clark now has eight offices, with seven throughout the Midwest region and one in Madrid, Spain. Our local Chicago office will be in charge of managing the Village of Carpentersville's projects.



Our Madrid, Spain, team of architects provides design & project production support to all our firm locations, allowing for 24/7 project efficiencies.

FIRM OVERVIEW

Cordogan Clark is a diverse team of innovative professionals, dedicated to delivering excellence. Our integrated services encompass architecture, construction, engineering, interiors, and planning. We are passionate about our work, inspired by our clients, and committed to providing exceptional service through integrated and sustainable design and construction solutions. We believe that the best projects arise from a collaborative journey of discovery with our clients that reveals insights and spurs innovation.

We've completed over 6,000 projects resulting in successful environments for municipal, education, sports and recreation, healthcare, working, performing arts, and residential clients. We provide solutions across all markets based on our integrated expertise and advanced built environment thinking. To that end, we have created an innovative service model that provides clients with an extensive network of over 150 professionals across all service categories including architecture, construction, mechanical-electrical-plumbing engineering, structural engineering, master planning, security, interiors, graphic design, videography, campaign assistance, and a host of other expertise.

95%
Repeat Clients

150+
Full - Time
Employees

8
Office
Locations

LEGAL NAME

Cordogan Clark & Associates

LOCAL OFFICE

515 Redwood Drive
Aurora, Illinois 60506
P: 630.896.4678

TYPE OF ORGANIZATION

Corporation (Regional)

POINT-OF-CONTACT

Brian Kronewitter, AIA, DBIA
P: 630.209.7525
E: bkronewitter@cordoganclark.com

Nathan Melotte, AIA
P: 773.391.9020
E: nmelotte@cordoganclark.com

YEARS IN BUSINESS

More Than A Century

OWNERSHIP

John Cordogan, Principal

STAFFING

Architecture - 86
Engineering - 20
Construction Management - 24
Interiors - 5
Support Staff - 32

SPECIAL AREAS OF PRACTICE

Municipal
Educational
Recreational
Healthcare
Commercial
Hospitality
Residential

WEBSITE

www.cordoganclark.com



2. KEY STAFF



JAMES JENSEN
YORKVILLE CHIEF OF POLICE

"Our experience working with Cordogan Clark & Associates from the initial space needs study to the full design and construction of the project was seamless. Their staff was prepared, knowledgeable, pleasant, and most importantly thorough. Their estimating process from the early phase of the project throughout the full design and construction phases were accurate and on point. With the current volatility of the construction market our bids came in at 1% below their final estimate. The design of the interior lay-out from a public safety operations standpoint was outstanding. The flow of the building is complementary to our daily operations and the interior finishes and furniture selections lend to a highly professional environment."

TEAM INTRODUCTION

The team we have assembled represents the level of effectiveness and efficiency that is needed for this project. In no other team will you find this balance of municipal experience, project understanding, alignment of skills, and collaborative initiative. Assisted by an excellent staff of trained professionals, Principal in Charge, Brian Kronewitter, and Project Director, Nathan Melotte, will guide your project from programming and conceptual stages through construction and occupancy, providing experienced project management and consistent design quality.

At Cordogan Clark, we provide MEP Engineering, Structural Engineering, and Construction Management services in-house. In addition, we frequently collaborate with consultants who provide a variety of other services to guarantee our clients a comprehensive suite of services. For the Village's project, we have partnered with MWL, national public safety design experts. In addition, Pinnacle Engineering will provide Civil Engineering and Surveying services. We will work with the Village to select any additional consultants needed to fulfill the project scope, including an independent Commissioning Agent (CxA). We have working relationships with various firms that provide CxA services, and will use a competitive RFP to choose the best value team with input from the Village. Firms from which we have received CxA bids in the past include dbHMS, Primera Engineering, CCJM, ME Group, Affiliated Engineering, Henneman Engineering, KJWW, ESD Engineering, and others.

Please see below for an organizational chart of the proposed team. Detailed resumes for team members can be found on the following pages.

PROJECT LEADERSHIP

BRIAN KRONEWITTER
Principal in Charge

NATHAN MELOTTE
Project Director

PROJECT TEAM

MARK LOMEDA
Director of Operations

ERIN MULLER
Lead Designer

NATHANIEL COX
Project Manager

BEN NELSON
Project Executive

GABRIEL SLIVKA
Construction Superintendent

DAVID GUNDERMAN
Pre-Construction Estimator

CARI COMPTON
Project Coordinator

DAVID ALLEN
Director of MEP Engineering

WAI CHIANG
Principal Structural Engineer

CONSULTANTS

MWL
Public Safety Consultant

PINNACLE ENGINEERING
Civil Engineering / Surveying

JAMES MCCLAREN
Senior Principal

BRIAN JOHNSON
Principal

ERIK HANNA
Project Manager

ADEYEMI THOMAS
Architectural Planner



BRIAN KRONEWITTER, AIA, DBIA

EXECUTIVE VICE PRESIDENT | PRINCIPAL IN CHARGE

Brian Kronewitter is an Executive Vice President for Cordogan Clark and leads the firm's Project Development and Construction Division along with managing key client relationships as the Principal in Charge of key projects. Client-focused, Brian establishes a partnership with clients to maximize project scope and program objectives, ensuring client satisfaction, and providing sound design, scheduling, and budget advice.

Brian has over thirty-five years of experience in the design and construction industry in various leadership capacities. This experience includes providing Architectural, Construction Management, and Design-Build management services in the public and private sectors with significant experience in municipal, K-12, higher education, healthcare, and commercial facilities. Additionally, Brian has been actively involved in numerous professional organizations, has been on the NEI - AIA Board of Directors, and currently is in his second term on the Naperville Building Review Board. Brian received a Bachelor of Architecture and a Bachelor of Science in Environmental Design from Ball State University. He is a licensed architect in Illinois and Ohio and a member of the Design Build Institute of America and the American Institute of Architects.

EDUCATION

Bachelor of Architecture,
Ball State University

*Bachelor of Science in
Environmental Design,*
Ball State University

REGISTRATIONS & CERTIFICATIONS

Licensed Architect: Illinois, Ohio

Design-Build Institute
of America (DBIA)

PROFESSIONAL AFFILIATIONS

American Institute of Architects,
Board of Directors

American Library Association

American Public Works Association

APPA - Leadership in
Educational Facilities

City of Naperville
Building Review Board

Design-Build Institute of America,
Education & Legislative Committee

DuPage Mayors & Managers

Illinois City/County Management
Association, Committee Member

Illinois Library Association

Society for College &
University Planners

RELEVANT EXPERIENCE

- United City of Yorkville, City Hall & Police Facility
- City of Lake Forest, New Police Station
- Kendall County, Office Building
- Village of Sugar Grove, Police Headquarters
- University of Illinois at Springfield, Police Station
- University of Illinois at Urbana-Champaign, Police Station
- City of Aurora, Fire Station #4 Headquarters & EOC
- City of East St. Louis, New Public Safety Center
- City of Lake Forest, Fire Department Space Needs Study
- Sugar Grove Fire Protection District, Fire Station
- City of Park Ridge, Fire Station #35
- Huntley Fire Protection District, Fire Station #1 Addition
- Huntley Fire Protection District, Fire Station #5 Renovation
- City of Naperville, Fire Station #9
- Kane County, Justice Center Renovations
- Kane County, Multi-Use Facility
- Kane County, Municipal Buildings Assessments
- Kane County, Regional Training Center
- Kane County, Sheriff's Headquarters
- Kendall County, Fox Campus
- Kendall County, Public Safety Campus
- Village of Tinley Park, Fire Station Renovations
- City of Delafield, Public Safety & Library Complex
- Illinois Department of Juvenile Justice, Lincoln Development Center
- Village of Glenview, Task Architect
- Village of Schaumburg, Task Architect
- Will County, Coroner & Recorder of Deeds Building
- Will County, Sheriff's Office Space Planning





NATHAN MELOTTE, AIA

VICE PRESIDENT | PROJECT DIRECTOR

Since joining Cordogan Clark in 2002, Nathan has become a trusted leader in the firm's Chicago office with a strong focus on municipal work. He has led the design and management of a wide range of civic projects including village halls, police and fire stations, public works facilities, and community master planning efforts. His expertise extends from interior renovations and accessibility upgrades to large-scale exterior improvements and facility additions—helping municipalities improve essential services and community amenities.

Nathan is committed to delivering responsive, detail-driven solutions that build long-term partnerships with municipal clients. His ability to clarify complex issues and guide projects through all stages of planning and implementation has earned the confidence of local leaders and stakeholders. Beyond his project work, Nathan actively contributes to the profession by engaging high school students through outreach programs and mentoring emerging professionals on their path to licensure.

EDUCATION

Master of Architecture,
University of Illinois at
Urbana-Champaign

*Bachelor of Science
in Architecture,*
University of Illinois at
Urbana-Champaign

Ecole d'Architecture
Versailles, France

REGISTRATIONS & CERTIFICATIONS

Licensed Architect: Illinois

PROFESSIONAL AFFILIATIONS

High School Architectural
Outreach Participant

Professional
Development Mentor

RELEVANT EXPERIENCE

- City of Lake Forest, Police Department Headquarters
- Village of Niles, Village Hall Entry Renovation
- Village of Niles, Village Hall Facade Renovation
- Village of River Forest, River Forest Civic Center Needs Assessment
- University of Illinois at Urbana-Champaign, Public Safety Building Feasibility Study
- City of Lake Forest, Fire Department Space Needs Study
- City of Park Ridge, Fire Station #35
- 41st Street Lake Shore Drive Pedestrian Bridge
- 43rd Street Lake Shore Drive Pedestrian Bridge
- City of Evanston, Police & Fire Department HQ Needs Assessment
- Cook County, Leighton Courthouse Renovations
- Lake County, Courthouse Interior & Exterior Renovations
- Village of Glenview, Glenview History Center 2024 Projects
- Village of Glenview, Glenview History Center Facility Assessment
- Village of Glenview, Glenview Metra Station Renovations
- Village of Glenview, Task Architect
- Village of Oak Park, Fire Station 2 Needs Assessment
- Village of Schaumburg, Prairie Arts Center Plaza Renovation
- Village of Schaumburg, Prairie Arts Center Renovation
- Village of Schaumburg, Task Architect
- Aurora University, Welcome Center and Schingoethe Museum
- College of Lake County, Genessee Exterior Renovation & Build Out
- College of Lake County, PE Center Renovation
- Eastern Illinois University, Facility Capital Planning
- University of Chicago, Task Architect, Multiple Modernization & Renovation Projects



MARK LOMEDA

VICE PRESIDENT | DIRECTOR OF OPERATIONS

Mark grew up on the South Side of Chicago and graduated from Marist High School before earning his bachelor's degree at Bradley University and his master's at Northwestern University. Mark's career in construction began at the very bottom of the ladder as a union helper with Local 17. Over the years, he has been fortunate to grow through the industry and most recently led a \$56M referendum project for the Winnetka School District.

Mark is now a Vice President and Director of Construction Operations at Cordogan Clark. He has proven expertise in leading and managing projects from conceptual budgeting through closeout. Skilled in cross functional collaboration with architects, engineers, developers, and stakeholders, Mark is a strong communicator who drives schedules and quality control with precision and accountability.

EDUCATION

*Master of Project Management,
Northwestern University*

*Bachelor of
Construction Management,
Bradley University*

PROFESSIONAL AFFILIATIONS

LCI - Chicago COP, Core
Team Member (past)

RELEVANT EXPERIENCE

- City of Lake Forest, New Police Station
- City of East St. Louis, New Public Safety Center
- Village of Sugar Grove, Police Headquarters
- Village of Skokie, Police Station*
- DuPage County, COVID Response*
- Arbor Park School District 145, Scarlet Oak Elementary School
- Evanston Skokie School District 65, New Foster School
- Lyons School District 103, Summer Work
- Frankfort 157-C, Chelsea Intermediate School*
- Winnetka School District 56, Referendum*
- Winnetka School District 56, Crow Island*
- Winnetka School District 56, Hubbard Woods*
- Winnetka School District 56, Greeley*
- Winnetka School District 56, Skokie Washburne*
- Winnetka School District 56, District-Wide Security*
- Downers Grove School District 99, Pre-Referendum & Pre-Construction*
- University of Chicago, Health & Wellness*
- University of Chicago, President's Office*
- Northwestern University, Multiple Dorms*
- Northwestern University, Multiple Labs*
- Northwestern University, Multiple Offices*
- North Park University, Recreation Center*
- North Park University, Science Building*
- North Park University, Multiple Dorms*
- North Park University, Miscellaneous Projects*

**Work performed at previous firms*



ERIN MULLER, AIA, LEED AP, NCARB

ASSOCIATE VICE PRESIDENT | LEAD DESIGNER

Erin is a licensed architect with extensive experience in various market sectors including historic renovation, corporate, multi-family, education, and sustainable design. Erin constantly strives to develop solutions to meet her client's needs. She tackles design and planning challenges with an eye for creative and sustainable solutions while being sensitive to client's concerns and budgets. Erin utilizes her experience and creativity to provide design solutions that respond to each client's needs and communicates these clearly to all stakeholders.

EDUCATION

*Bachelor of Architecture,
University of Kansas*

REGISTRATIONS & CERTIFICATIONS

Licensed Architect: Missouri

LEED Accredited Professional

National Council of Architectural
Registration Boards (NCARB)

RELEVANT EXPERIENCE

- City of East St. Louis, New Public Safety Center
- City of Crestwood, City Hall Concept Renovation*
- Rock Island Public Library, Master Plan
- Webster Grove Public Library, Master Plan*
- Kirkwood Public Library, Renovation & Addition*
- Maplewood Richmond Heights Library, Renovation*
- St. Louis County Library, Lewis & Clark Branch*
- Missouri Baptist University, Administration Building Additions
- Shawnee Community College, Master Planning
- University of Missouri - St. Louis, JC Penney Renovations
- University of Missouri - St. Louis, Provincial House
- St. Louis Community College, Student Center Renovation*
- St. Louis Community College, Bookstore Relocation/Renovation*
- St. Louis Community College, Library Master Plan*
- Southeast Missouri State University, Regional Campus Facility Conditions Assessment*

**Work performed at previous firms*



NATHANIEL COX, RA

ASSOCIATE | PROJECT MANAGER

Nathaniel is a licensed architect in both Wisconsin and Illinois, with over 20 years of experience in a wide range of projects. He has worked on a variety of municipal and commercial projects, as well as many retail, recreational, banking, and university projects. He is skilled in Autodesk Revit and AutoCAD, as well as Adobe Photoshop, Adobe InDesign, and Google Sketch-Up.

As a licensed Architect, Nathaniel addresses a full range of client needs. Detail-oriented, Nathaniel's project management skills help ensure successful project completion. Nathaniel graduated in Architecture from the University of Illinois at Urbana-Champaign.

EDUCATION

*Bachelor of Science in
Architectural Studies,
University of Illinois
at Urbana-Champaign*

REGISTRATIONS & CERTIFICATIONS

*Licensed Architect: Illinois,
Wisconsin*

RELEVANT EXPERIENCE

- Kendall County, Public Safety Campus
- Kendall County, ADA Renovations
- Kendall County, Administration Building
- Kendall County, County Office Building
- Kendall County, Courthouse Office Renovation
- Kendall County, Health Services
- Kendall County, HVAC Renovations
- Kendall County, Site Upgrades
- Kendall County, UPS Renovations
- Village of Sugar Grove, Police Headquarters
- Des Plaines Park District, Arndt Aquatic & Recreation Facility
- Fox Valley Park District, Mechanical Repairs
- Kane County, Multi-Use Facility
- Oswegoland Park District, Little White School Ramp
- Village of Woodridge, Village Hall
- Western Illinois University, Lincoln Washington Plaza Deck
- Western Illinois University, EOC Renovation
- Western Illinois University, Daycare Renovation
- Western Illinois University, Union Office Renovation



BENJAMIN NELSON

PROJECT EXECUTIVE

Ben is part of the Cordogan Clark Construction Management team and brings with him over 20 years of experience. He is a Senior Manager who has completed projects within the fields of industrial, commercial, retail, residential, and heavy highway construction. His involvement has been in all phases of project management from land acquisition, planning and design, permitting, scheduling, budgeting, estimating, procurement, project delivery, and project closeout. Ben started his Construction Management career overseeing the installation of AT&T's Fiber Optic Backbone, Link 22, from Salt Lake City, Utah to Sacramento, California and has since had major involvement with managing projects totaling more than \$300M.

With a design background, Ben's experience allows him to collaborate closely with the team to ensure that projects are completed efficiently and economically. He has become a valued member of the team with his ability to push a value design approach and has solidified his reputation throughout the design/build industry.

EDUCATION

*Bachelor of Science in
Civil Management,
Purdue University*

PROFESSIONAL AFFILIATIONS

American Road & Transportation
Builders Association

Associated Builders and
Contractors

BC Road Builders

Construction Management
Association of America

Design-Build Institute of America

National Association of
Home Builders

RELEVANT EXPERIENCE

- City of Lake Forest, Police Department Headquarters
- Kendall County, County Office Building
- City of Aurora, Fire Station #4 & EMA
- City of East St. Louis, New Public Safety Center
- Village of Sugar Grove, Police Headquarters
- City of Elgin, Hemmens Cultural Center North Addition
- City of Lake Forest, Fire Department Space Needs Study
- City of Park Ridge, Fire Station #35
- City of Rochelle, RMU Service Counter Remodel
- City of Rochelle, Service Building
- Des Plaines Park District, Arndt Aquatic & Recreation Facility
- Des Plaines Park District, Lakeview ADA Toilets
- Des Plaines Park District, Lakeview HVAC
- Des Plaines Park District, Prairie Lakes HVAC
- Fox Valley Park District, ADA Audits
- Kendall County, Administration Building
- Kendall County, Public Safety Campus
- Sugar Grove Fire Protection District, Fire Station #2 & Training Facility
- Sugar Grove Fire Protection District, Master Plan
- Village of Niles, Village Hall Entry Renovation
- Village of Oak Park, Facility Conditions Assessment
- Village of Plainfield, Facility Assessment
- Village of Tinley Park, Public Safety Building Data
- Village of Woodridge, Village Hall Improvements



GABRIEL SLIVKA, PMP

CONSTRUCTION SUPERINTENDENT

Gabe Slivka is a client-centric construction superintendent, dedicated to ensuring the seamless progression of your project in terms of schedule, quality, safety, and customer satisfaction. With a solid foundation in Mechanical Engineering, Gabe excels in navigating the complexities of occupied and phased renovation projects across diverse settings such as airports, office spaces, schools, and dense urban areas. His engineering background significantly bolsters his capability to efficiently address and resolve field issues, fostering effective communication among the design team, owners, and subcontractors.

EDUCATION

*Bachelor of Science in
Mechanical Engineering*
University of North
Carolina at Charlotte

REGISTRATIONS & CERTIFICATIONS

LEED Green Associate

OSHA 30 Hour Safety

Project Management
Professional (PMP)

A strong proponent of LEAN construction methodologies, Gabe implements strategies such as pull planning, 5S, and continuous improvement to minimize waste and enhance project quality to the client's advantage. Beyond his technical acumen, Gabe carries a wealth of leadership and organizational expertise, epitomized by his role as a commissioned Army officer in the National Guard where he serves as the Company Commander for the 882nd Engineer Vertical Construction Company. This role underscores his adeptness in planning and executing military construction missions and emergency responses.

Gabe's professional credentials further testify to his expertise and dedication to excellence in the construction industry. These include the Project Management Professional (PMP), OSHA 30, LEED Green Associate, and Engineer Intern (EIT) certifications. With this unique combination of technical knowledge, leadership skills, and a demonstrated history of achieving superior outcomes in challenging environments, Gabe Slivka stands out as the ideal superintendent to lead your construction project to success.

RELEVANT EXPERIENCE

- City of Lake Forest, Police Department Headquarters
- City of Park Ridge, City Hall Security Upgrades
- City of Park Ridge, Fire Station #35
- Des Plaines Park District, Arndt Aquatic & Recreation Facility
- Brigade Construction, Program Management*
- Carolina Panthers Rock Hill Development, Training Facility*
- CBTC Range 2 Pavilion, JFHQ Pavilion & Deck*
- CBTC Sawmill Shed, Butner, North Carolina*
- Charlotte Douglas International Airport, Concourse B Renovations*
- Dominion Energy Innsbrook, Technical Center Renovations*
- Guard Towers & Dining Areas Projects, Butner, North Carolina*
- Mecklenburg County, 715 & 720 East 4th Street Renovations*
- Mecklenburg County, Criminal Justice Services & Public Defender Renovations*
- Pink Houses & Barracks Renovation Projects, Africa*

**Work performed at previous firms*



DAVID A. GUNDERMAN

PRE-CONSTRUCTION ESTIMATOR

For many years, David has been passionate about engaging in pre-construction services with clients, owners, and engineers. This includes attending pre-bid meetings to determine specifications and calculating the complete scope of work. David is skilled at soliciting pricing from qualified vendors and subcontractors and has experience in commercial, residential, and manufacturing projects.

His skills have developed over the years through hands-on experience in building and remodeling various commercial, and residential projects, complemented by sales, certifications, and educational degrees.

David coached junior high football for 6 years at Meridian Public Schools in Midland, Michigan, founder of the Sanford Youth Football League in 2001. David spends most of his free time boating and hold a captain's license from the USCG.

EDUCATION

Bachelor of Arts in Business,
Spring Arbor University

Associate Degree in Business,
Great Lakes Jr. College

*Certificate of
Construction Management,*
Colorado State University

REGISTRATIONS & CERTIFICATIONS

Certified Production Technician

ISO 9001:2015 Internal Quality
Systems Auditor Certification

Michigan Builders License

OSHA Safety Certification

PROFESSIONAL AFFILIATIONS

American Society of Professional
Estimators (Residential
& Commercial)

Manufacturing Skill
Standard Council

RELEVANT EXPERIENCE

- City of Lake Forest, Police Department Headquarters
- Kendall County, Public Safety Campus
- Lake County, Indoor Range Upgrades
- Lowell Police Department, Outdoor Range Facility
- City of East St. Louis, New Public Safety Center
- Village of Sugar Grove, Police Headquarters
- City of Cleveland, Fire and EMS Facility Modernization
- Western Illinois University, EOC Renovation
- United City of Yorkville, Can Emmon Toilets
- Village of Rantoul, Task Work
- Rock Island Public Library, Master Plan
- Midland Michigan, County Jail*
- Midland Michigan, County Services*
- Spire Energy*

**Work performed at previous firms*



CARI COMPTON

PROJECT COORDINATOR

Cari Compton has over 20 years of combined experience in the Construction Management and Architecture/Engineering industry. Her responsibilities include the coordination and flow of project paperwork including assisting with specifications, attending project meetings, preparing contracts, gathering bonds and insurance, reviewing and processing pay applications and waivers, and other necessary coordination tasks to ensure a smooth project.

RELEVANT EXPERIENCE

- City of Lake Forest, Police Department Headquarters
- United City of Yorkville, City Hall & Police Facility
- Kendall County, Public Safety Campus
- Kendall County, Administration Building
- Kendall County, County Office Building
- Kendall County, Fox Campus
- City of East St. Louis, New Public Safety Center
- Village of Sugar Grove, Police Headquarters
- Village of Tinley Park, Public Safety Building Data
- Capital Development Board, Department of Juvenile Justice Construct
- Capital Development Board, IYC Pere Marquette
- City of Aurora, Fire Station #4 & EMA
- City of Elgin, Hemmens Cultural Center North Addition
- City of Lake Forest, Fire Department Space Needs Study
- City of Park Ridge, Fire Station #35
- City of Rochelle, RMU Service Counter Remodel
- Des Plaines Park District, Arndt Aquatic & Recreation Facility
- Des Plaines Park District, Lakeview ADA Toilets
- Des Plaines Park District, Lakeview HVAC
- Des Plaines Park District, Prairie Lakes HVAC
- Fox Valley Park District, Mechanical Repairs
- Huntley Fire Protection District, Fire Station #1
- Huntley Fire Protection District, Fire Station #5
- Islamic Center of Naperville
- Kane County, Building A Elevator Modernization
- Kane County, Building A Vestibule
- Kane County, Building C HVAC
- Kane County, Jail Drive Resurfacing
- Kane County, Justice Center Boiler Plant
- Kane County, Justice Center Electrical
- Kane County, Juvenile Justice Courtroom
- Kane County, Mill Creek ADA Sidewalk Improvements
- Kane County, Multi-Use Facility
- Scientel Solutions, Headquarters
- Village of Glenview, West Lake Reservoir
- Village of Rantoul, Forum Fitness Center
- Village of River Forest, River Forest Community Center Study
- VNA Health Care, Joliet Health Care Center

EDUCATION

Legal Assistant/Paralegal Studies,
Elgin Community College

Bachelor of Arts in English,
University of Illinois at Springfield

Associate of Arts in English,
Waubensee Community College

REGISTRATIONS & CERTIFICATIONS

LEED Green Certified

Notary Public



DAVID ALLEN, PE, LEED AP DIRECTOR OF MEP ENGINEERING

David is the Director of MEP Engineering at Cordogan Clark, in charge of mechanical engineering design and coordination from schematic design through construction documents and construction administration for a wide variety of projects. He has extensive experience monitoring project budgets and schedules, coordination of project trades, specification of project equipment and materials, as well as preparation of construction documents and construction administration.

Through his education and experience, David has significant expertise in mechanical system design and energy conservation, including the design of LEED platinum and gold-certified buildings. His project responsibilities span a wide variety of project types, including municipal, educational, financial, commercial, medical, residential, institutional, and industrial projects.

EDUCATION

*Bachelor of Science in
Mechanical Engineering,
Southern Illinois University*

*Associate of Science,
Joliet Junior College*

REGISTRATIONS & CERTIFICATIONS

*Licensed Professional Engineer:
Illinois, Indiana, Iowa, Michigan,
Missouri, New Hampshire, Ohio*

*Certified to use Carrier Energy
Simulation Software for
LEED Projects*

LEED Accredited Professional

PROFESSIONAL AFFILIATIONS

*American Society of
Heating, Refrigerating &
Air Conditioning Engineers*

*National Fire Protection
Association*

RELEVANT EXPERIENCE

- City of Lake Forest, Police Department Headquarters
- United City of Yorkville, City Hall & Police Facility
- Kendall County, Office Building
- City of East St. Louis, New Public Safety Center
- Village of Sugar Grove, Police Headquarters
- City of Aurora, Fire Station #4 Headquarters & EOC
- City of Park Ridge, Fire Station #35
- Huntley Fire Protection District, Fire Station #1
- Aurora Police Station Headquarters
- Capital Development Board, Department of Juvenile Justice Construct
- City of Lafayette, Public Works Campus
- City of Lafayette, Theater Renovation
- Fermilab FCC2, Data Center Renovation
- Fermilab HACC, Data Center Renovation
- Kane County, Building A Vestibule
- Kane County, Building C CARES Act Improvements
- Kane County, Building C HVAC
- Kane County, Circuit Wall Removal
- Kane County, Firing Range
- Kane County, Judicial Boiler Plant Renovation
- Kane County, Multi-Use Facility
- Memorial Island, Band Shell
- Naperville Municipal Center Cooling Tower Replacement



WAI CHIANG, PE, SE

PRINCIPAL STRUCTURAL ENGINEER

Wai is a licensed structural engineer in the State of Illinois and a licensed professional engineer in multiple states. Wai has an extensive structural design background in municipal facilities, industrial warehouses, retail buildings, theaters, schools, condominiums, equipment supporting platforms, telecommunication towers, single-family residences, and mid to high-rise mixed-use buildings from 14 to 40 stories in height. He is involved from conceptual development to completion with detailed coordination and communication throughout the process.

In addition to his design experience, Wai is an experienced forensic engineer who has investigated hundreds of cases related to structural failures, building envelopes, fire and moisture damage, catastrophes, foundation movements, construction accidents, defects, design errors, and construction-induced vibrations. He has served as an expert witness in trials and given presentations on various forensic engineering topics to the legal, insurance, and engineering industries.

EDUCATION

*Master of Science in
Civil Engineering,
University of Illinois at Chicago*

*Bachelor of Science in
Civil Engineering,
University of Illinois at Chicago*

REGISTRATIONS & CERTIFICATIONS

*Licensed Structural Engineer:
Illinois*

*Licensed Professional Engineer:
Illinois, Georgia, Indiana, Iowa,
Louisiana, Michigan, Minnesota,
Mississippi, Missouri, New York,
Ohio, Wisconsin*

PROFESSIONAL AFFILIATIONS

*Structural Engineer
Association of Indiana*

RELEVANT EXPERIENCE

- City of Lake Forest, Police Department Headquarters
- United City of Yorkville, City Hall & Police Facility
- City of Lake Forest, Fire Department Space Needs Study
- Kendall County, Office Building
- City of East St. Louis, New Public Safety Center
- City of Aurora, Fire Station #4 Headquarters & EOC
- Village of Sugar Grove, Police Headquarters
- City of Park Ridge, Fire Station #35
- Huntley Fire Protection District, Fire Station #1 Addition
- Huntley Fire Protection District, Fire Station #5 Renovation
- 43rd Lake Shore Drive Pedestrian Bridge
- Capital Development Board, Department of Juvenile Justice Construct
- Chicago Family Health Center, Healthcare Facility Expansion
- City of Aurora, Aurora Public Library
- City of Chicago, 41st Street Pedestrian Bridge
- City of Elgin, Hemmens Cultural Center North Addition
- City of Glenview, Task Architect
- City of Lafayette, Public Works Campus
- DuPage County Forest Preserve, St. James Farm
- Fox Metro, O&M Building
- Fox Valley Park City, Prisco Community Center Renovation
- Kane County, Building A Vestibule
- Kane County, Building C HVAC
- Kane County, Mill Creek ADA Sidewalk Improvements
- Kane County, Multi-Use Facility
- Norridge Park District, City Renovation
- Oswegoland Park City, Fox Bend Golf Course Deck Replacement
- Oswegoland Park City, Prairie Point Pavilion
- Village of River Forest, RFCC Study
- Village of Nilus, Village Hall Entry Renovation
- Village of Schaumburg, Firing Range



*Accommodating the constraints of today,
while encouraging a vision of tomorrow.*

SPECIALTY EXPERTISE

McClaren, Wilson & Lawrie, Inc. (MWL) was founded in 1995 with an exclusive commitment to the planning and design of public safety and planning and civic facilities, forensic science laboratories and forensic pathology facilities. MWL has achieved international recognition with its extensive portfolio consisting of 345 public safety facilities (including 40 training facilities) and 160 forensic science laboratories and medical examiner facilities in 46 states and three Canadian provinces. MWL’s public safety training facility projects include a diverse range of government clients (cities, counties, colleges and states).

AREAS OF EXPERTISE

- Public Safety (Law Enforcement, Fire, EMS) Training Centers
- 911 Communications Centers, ECCs, EOCs
- Firearms Tactical and Proficiency Ranges
- Police, Fire, EMS Headquarters, Precincts, Substations
- Evidence Facilities
- City Halls, Municipal Courts
- Forensic Sciences/Pathology

SUCCESS FACTORS

The cornerstone of MWL’s success is its commitment to work with each client, effectively addressing their current and future facility needs. MWL’s proven process engages clients and seeks to understand and apply appropriate operational and functional criteria as the basis for planning and design efforts. MWL provides design leadership, creativity and technical expertise from skilled and experienced design professionals. Our staff work diligently to respond to requirements of image and function, cost effectiveness, and constructability, to maximize operational and training goals and objectives of our clients. MWL consistently delivers creative, practical, flexible and cherished solutions.



A good reputation is built by consistently meeting and exceeding our clients’ expectations over time, and MWL is proud to have the endorsement of previous clients for its commitment to excellent service and outstanding public safety buildings. Through its pursuit of practical, durable and timeless architecture, MWL has shown that there is no inconsistency between functional design and perennial legacy architecture.

SERVICES PROVIDED

- Master Plans
- Feasibility Studies
- Needs Assessments
- Design - Site/Building/Campus
- Technical Consultation





JAMES MCCLAREN, AIA, NCARB

SENIOR PRINCIPAL

A creative force, Jim McClaren co-founded McClaren Wilson and Lawrie, Inc. in 1995 to emphasize design excellence in architecture for law enforcement and the forensic sciences. Jim has pioneered modern designs that mitigate bio-safety and promote humane work environments, while incorporating discrete hardening for security and natural disasters. His sustainability credits include the first police headquarters to achieve LEED certification (Santa Monica, CA). In 2014, the Salt Lake City Police & Fire Headquarters became the first major city public safety headquarters to achieve both net-zero and LEED Platinum®.

EDUCATION

Bachelor of Architecture,
University of Idaho

REGISTRATIONS & CERTIFICATIONS

Licensed Architect: Illinois,
Alabama, Alaska, Arizona,
California, Colorado, Florida,
Louisiana, Maryland, Montana,
Nevada, North Carolina,
Washington, Wisconsin

National Council of Architectural
Registration Boards (NCARB)

Jim has authored and contributed to articles in *The Police Chief* and *The Journal of Emergency Dispatch* magazines, and *The Dallas Morning News*. The first joint session on Forensic Laboratory Facility Standards invited Jim to serve as the chair of the design committee and asked him to return to update the most recent edition. Jim co-authored the facilities chapter of *Local Government Police Management (ICMA)*.

Jim's portfolio includes many of North America's largest police headquarters (Dallas, Seattle, Salt Lake City, Honolulu, Minneapolis), to the world's two largest crime labs (FBI and FSCC). His work also includes campus and village police stations in nearly every state. Jim promises creativity, security, and practicality to first responder projects of every size.

RELEVANT EXPERIENCE

- City of Lake Forest, Police Department Headquarters – Lake Forest, IL
- City of East St. Louis, New Public Safety Center – East St. Louis, IL
- Village of Sugar Grove, Police Headquarters – Sugar Grove, IL
- Pinnacle Peak Patrol Services Building – Peoria, AZ
- Regional 911 EOC Center – County of San Bernardino, CA
- Police Headquarters – Oceanside, CA
- BART Police Headquarters – Oakland, CA
- East Bay Regional Parks Police – Oakland, CA
- Police Headquarters – San Francisco, CA
- Public Safety Facility – Salinas, CA
- Police Headquarters – Santa Barbara, CA
- Police Headquarters – Rialto, CA
- Police Station/City Hall/Public Library – Newark, CA
- Police Department – Aspen, CO
- District 5 Police Services Building – Denver, CO
- Tactical Firearms Range, Traffic Operations - Denver, CO
- 911 Center – Denver, CO
- State Bureau of Investigations – Raleigh, NC
- Madison County Courts/County Services Building – Madison County, NC
- Police Headquarters – Beaverton, OR
- Police Headquarters – Oregon City, OR
- Police Headquarters – Lincoln City, OR
- Police Investigations/City Services – Minneapolis, MN
- Police Headquarters – Brentwood, TN
- Police Headquarters – Franklin, TN
- Police Headquarters - Murfreesboro, TN
- Police Headquarters - Dallas, TX
- East Regional Command Center – El Paso, TX





ERIK HANNA

PROJECT MANAGER

Erik is a resourceful project manager with over two decades of expertise in organizing business operations, financial oversight, and resource management to achieve smooth flow and project operations. He monitors projects by adhering to the production schedule and budget, identifying problems, and providing targeted solutions. Erik also possesses architectural experience and discipline in medical, educational, governmental, retail, and custom residential design. As a lifetime member of the University of South Florida alumni association, member of AIA, NCARB, and the NCFDD, his dedication to continual growth in the field of architecture and maintaining high standards of architectural services is a top priority.

EDUCATION

Master of Architecture,
University of South Florida

Erik's professional experience extends from developing implementation methodologies to rein in product costs while meeting key milestones. Erik identifies plans and resources required to meet project goals and objectives by setting realistic timelines and checkpoints.

In 1997, Erik left carpentry and started working for a local architect after completing college courses for architectural drafting while on scholarship for classical guitar. His interest in design and architecture grew as he continued to work in architecture. He became a project manager in 2007 and worked in Michigan until 2010. He and his family relocated to Florida, where Erik managed projects for commercial, K-12, and university education, historical restoration, and large custom homes in the Tampa Bay area. While working, Erik completed a Master of Architecture at the University of South Florida. During the four-year graduate program, he traveled and worked with local entities through his studios in many places, including Ecuador, Puerto Rico, Montreal, and London.

Erik has extensive knowledge of the most recent software and often utilizes a combination of Revit, SketchUp, Adobe Creative Cloud, and rendering software to help express to the client our design intent.

Working for over 20 years in architecture before he achieved his master's degree at 42 years of age has given Erik a unique perspective. Because of this, he is dedicated to continually growing and increasing his skill set to provide value to the client and as a member of the MWL team.

RELEVANT EXPERIENCE

- Police Headquarters & DEM Offices & Emergency Operations Center – Gainesville, FL – University of Florida
- Law Enforcement HQ & Training Center – Orange City, FL
- Law Enforcement Training Center – Cape Coral, DL
- Police Facilities Master Plan – Salt Lake City, UT
- Virginia State Police Training Academy & HQ – Richmond, VA
- Washington State Criminal Justice Training Academy Needs Assessment – Burien, WA
- Chandler Detention Facility Needs Assessment & Master Plan – Chandler, AZ
- Wyoming Law Enforcement Academy Master Plan – Douglas, Wyoming
- Police & Fire Training Center – Scottsdale, AZ
- Atlanta Police, Fire Training & EOC 911 Dispatch Facility – Atlanta, GA





ADEYEMI THOMAS, PHD

ARCHITECTURAL PLANNER

Thomas is an AEC expert bringing over 10 years of technical and managerial experience in multifamily, commercial, and single-family design projects. He has a proven history of effectively managing projects of medium to high complexity from inception to completion, consistently ensuring that they stay within budget and meet deadlines.

Hailing from Nigeria, Thomas has a bachelor's and master's degree in architecture, along with further graduate studies in the United States. His diverse educational background and work experience equip him with a unique perspective in the industry.

Since joining MWL Architects, Thomas has been shadowing Erik Hanna on projects to develop the ability to manage his own. His goal is to master his craft in less than two years.

Thomas is a member of the National Organization of Minority Architects (NOMA) and the Project Management Institute, Phoenix Chapter, where he serves as a volunteer content writer. He is also a volunteer at Habitat for Humanity International. Presently, he is an NCARB licensing candidate and plans to become an architect in the Arizona Jurisdiction.

He has made contributions to the growing body of knowledge in architecture, construction, project management, supply chain, and banking. Notably, Thomas, alongside his colleague, has authored five academic publications that have been published in the American Journal of Economics and Business Management, the European Journal of Business Startups and Open Society, among others.

EDUCATION

*Ph.D. in Business, Concentration
in Project Management,
The University of Cumberland*

*Master of Architecture,
Federal University of Technology*

*MBA, Project Management,
Grand Canyon University*

MSC in Project Management

*Bachelor of Architecture,
Ladoke Akintola University
of Technology*

RELEVANT EXPERIENCE

- Law Enforcement HQ and Training Center – Orange City, FL
- Livonia Police Headquarters – Livonia, MI
- Virginia State Police Training Academy & HQ – Richmond, VA
- Raleigh Evidence Facility – Raleigh, NC
- Police Department – City of Fairway, KS
- Police & Fire Training Center – Scottsdale, AZ
- Atlanta Police, Fire Training & EOC 911 Dispatch Facility – Atlanta, GA



Pinnacle Engineering Group (PEG) was founded by those who wanted to create a company where people who value friendship, loyalty, and team collaboration could flourish. We provide expert civil engineering, surveying design, landscape architecture, and consulting services for infrastructure to a broad spectrum of private developers and government agencies.

We provide services to corporations, real estate developers, land owners, communities, conservationists, general contractors, design/build firms, architects, and government agencies. We provide service offerings to support our clients from the inception of an idea through the completion of the project and throughout the operational lifespan.

Our staff is continually evaluating industry trends, changes in regulation, and the needs of our clients which in turn helps us to evolve the direction of the company and establish new goals that align with the ever-changing marketplace. By taking this proactive approach, we are able to provide innovative solutions while drawing on the successes of previous concepts. This approach, merged with our clients' goals and aspirations, has not only led to a diverse client base, but also one in which we have developed deep partnerships, and more importantly friendships, with our clients.

Our designs deliver innovative solutions to satisfy our clients' needs while addressing cost effectiveness, constructability, safety, schedule, and aesthetics utilizing an industry competitive fee structure. Sound designs and competitive fees coupled with unequivocal responsiveness and client representation are part of the value we provide to projects.

OUR SERVICES

Engineering
Surveying
Construction
Water Resources
Landscape Architecture
UAV (Drone) Services

Pinnacle Engineering Group provides expert engineering services and solutions for a broad spectrum of private and public clients. The firm's commitment to providing resourceful, expeditious and highly skilled services continues to make PEG an industry leader. Our engineering staff is experienced in a wide variety of professional services that allow us to provide creative engineering solutions to complex projects.

CIVIL ENGINEERING

Pinnacle Engineering Group provides a unique approach to every project. Our palette of engineering services allows us to mold our scope to address the client's immediate and future goals. These services are routinely integrated into all phases of design and construction:

- Entitlement & Due Diligence
- Transportation
- Site Development
- Infrastructure

SURVEYING

Pinnacle Engineering Group provides the full spectrum of land surveying services. These services are commonly used for due diligence, design basemaps, land combinations and divisions, and construction data collection and layout. Our survey team routinely provides surveying throughout Illinois and Wisconsin.

We operate multiple field crews company wide to support our clients and our design professionals utilizing Trimble survey equipment. Our crew chiefs average well over 20 years of experience and are known for delivering services on complex and simple projects alike, which allows us to be the preferred choice of our clients.

- Platting
- Topographic
- Construction Layout





BRIAN JOHNSON, PE, CPESC PRINCIPAL | SENIOR PROJECT MANAGER

Brian is actively engaged in all aspects of the planning, design, and construction phases. He utilizes his expertise in infrastructure, stormwater management, grading, and permitting to offer innovative solutions that best meet our client's demands and budget. Mr. Johnson has a well balanced background in design and field observations that allow him to make an immediate contribution to projects with added value. His experience includes various sized residential, commercial/ industrial, brownfield, recreational, and environmental projects. When Brian is not actively involved with professional and local organizations, he is continually educating our client's on new design approaches, BMP's, and local, county, and state regulations.

EDUCATION

*Bachelor of Science in
Civil Engineering,
Bradley University*

REGISTRATIONS & CERTIFICATIONS

*Licensed Professional Engineer:
Illinois, Indiana, Iowa, Ohio*

Certified Professional in Erosion &
Sediment Control (CPESC)

IDOT Geotechnical Field
Testing & Inspection (S33)

IDOT Documentation & Quantities

PROFESSIONAL AFFILIATIONS

American Water Works Association

Illinois Urban Manual Technical
Review Committee

National Society of
Professional Engineers

National Association of Industrial
& Office Properties

RELEVANT EXPERIENCE

- Palatine Police Headquarters, Palatine, Illinois
- East Dundee Parking Garage, East Dundee, Illinois
- United States Army Corp of Engineers — Lewis Property, Lockport, Illinois
- Atlantic Aviation Hangar 43, Wheeling, Illinois
- Abbott Aviation Hangar, Waukegan, Illinois
- Addison Fire Station, Addison, Illinois
- Addison Fire Station #2, Addison, Illinois
- Elburn Fire Station Renovations, Elburn, Illinois
- Elgin Fire Firefighter Memorial Plaza, Elgin, Illinois
- Elk Grove Fire Station 8 & 9, Elk Grove, Illinois
- Elk Grove Fire Station #10, Elk Grove, Illinois
- East Joliet Fire Station, Elwood, Illinois
- Lockport Fire Station #1, Lockport, Illinois
- DuPage Airport Fire Station, West Chicago, Illinois
- Lake Villa Fire Station, Unincorporated Lake County, Illinois
- Harlem / Roscoe Fire Station #2, Roscoe, Illinois
- Harlem / Roscoe Fire Station #3, Roscoe, Illinois
- Prospect Heights Fire Station, Prospect Heights, Illinois
- Orland Park Fire Station Expansion, Orland Park, Illinois
- Williams Drainage Study, Palatine, Illinois
- Wheeling Fire Station #23, Wheeling, Illinois
- Streamwood Public Works Building Addition, Streamwood, Illinois
- East Joliet Fire Station, Joliet, Illinois
- Trout Valley Stormwater Improvements, Trout Valley, Illinois
- IL Rte 120 Expansion & Improvements, Round Lake Park, Illinois
- Kautz Road Extension (Fayban Parkway—IL38), Geneva, Illinois

3. RELEVANT PROJECT EXPERIENCE





YORKVILLE CITY HALL & POLICE FACILITY

YORKVILLE, ILLINOIS

CLIENT REFERENCE:

United City of Yorkville
Police Department
James Jensen, Chief of Police
804 Game Farm Road
Yorkville, Illinois 60560
630.553.4340
jjensen@yorkville.il.us

BUILDING SIZE:

Before: 41,430 SF
After: 41,695 SF

CONSTRUCTION BUDGET:

\$10,500,000

DELIVERY METHOD:

Single Prime

PROJECT TYPE:

Conversion, Renovation

The new Yorkville Police Headquarters and City Hall building serves as a replacement for its overcrowded and outdated city hall and police station. Previously a professional office building, City Administrator Bart Olson disclosed that the total cost, including the purchase price, amounted to approximately \$10.5 million, which is half the cost of constructing an entirely new building. Utilizing an existing structure proved to be the most economical and sustainable solution for the city's needs.

Featuring ample offices, work areas, conference rooms, and storage facilities, the new building significantly improves the working environment for city employees. City Administrator Bart Olson remarked, "Everything is better organized, creating operational efficiencies for our employees who will no longer feel cramped." Yorkville Chief of Police James Jensen expressed his satisfaction with the final results, stating, "We are ecstatic with the final results." Additionally, the new Yorkville City Hall site incorporates a large, secured parking area dedicated to city employees and police vehicles.

Furthermore, the City of Yorkville enlisted Cordogan Clark to assist with a Facility Space Needs Assessment and Conceptual Test Space Planning for various departments, including the Police Department, City Hall, a Park serving as a Recreation Department, and a Day Care component. Cordogan Clark provided plans and budget analysis reflecting current market conditions and served as the architect and engineer for the renovation project.

SCHEDULE & COST CONTROL STRATEGIES: This project prioritized maximizing value via cost efficiency by maximizing the reuse of existing interior elements as much as possible. While the team maintained alignment with the initial schedule, Cordogan Clark's effective management enabled the client to deploy generated savings to achieve additional scope, all while meeting the client's schedule needs.





LAKE FOREST POLICE DEPARTMENT HEADQUARTERS

LAKE FOREST, ILLINOIS

CLIENT REFERENCE:

City of Lake Forest
 Police Department
 John Burke, Chief of Police
 255 West Deerpath
 Lake Forest, Illinois 60045
 847.231.2601
 burkej@cityoflakeforest.com

BUILDING SIZE:

Before: 102,196 SF
 After: 111,427 SF

CONSTRUCTION BUDGET:

\$25,000,000

DELIVERY METHOD:

Design-Build

PROJECT TYPE:

Addition/Renovation, Conversion

Cordogan Clark is working with the City of Lake Forest Police Department (LFPD) to convert an existing three-story commercial property into a new state-of-the-art Police Headquarters. The LFPD has outgrown its existing space and is looking to create a new public safety building that focuses on safety, community engagement, and future planning for policing needs for the next 30 years. Over the course of several review meetings, the program has been focused on addressing the separation of entry and circulation of the many users of the building to create safe spaces for the public and police department personnel. This focus includes improving the efficiency of circulation for the police staff in their daily activities to reduce call response times and processing. The project will provide space needed for the growing department, as well as integrated future growth space planning for the evolution of community policing needs. Community interaction spaces such as training, social worker services, and records will also be incorporated into the new program. The project is scheduled to be completed in 2026.

SCHEDULE & COST CONTROL STRATEGIES: Lake Forest had a unique opportunity to acquire a commercial building to renovate into a new police headquarters. Cordogan Clark’s partnership with the Lake Forest Police Department has allowed the team to provide Lake Forest with a first-class facility design that blends an existing commercial building with curtained hardened components associated with a police facility, all while maintaining uniformity in the commercial park. The facility is still in progress and is already having a positive impact on their recruitment efforts.





KENDALL COUNTY OFFICE BUILDING PHASE 1 & 2

YORKVILLE, ILLINOIS

CLIENT REFERENCE:

Kendall County
Dan Polvere, Facilities Director
111 West Fox Street
Yorkville, Illinois 60506
630.385.3005
dpolvere@co.kendall.il.us

BUILDING SIZE:

Phase 1 Before: N/A (New)
Phase 1 After: 15,760 SF

Phase 2 Before: 21,180 SF
Phase 2 After: 26,315 SF

CONSTRUCTION BUDGET:

Phase 1: \$13,538,000
Phase 2: \$9,921,220

DELIVERY METHOD:

Design-Build

PROJECT TYPE:

New Construction, Renovation

The Kendall County Main Street Campus expansion project enhances the overall function and aesthetics of the campus while providing improved services and accessibility to residents. The new office building in Phase 1, completed in June for the 2024 elections, serves county elections, county clerk, and county recorder services.

Cordogan Clark partnered with Kendall County to renovate their existing court building, upgrading their facilities as needed to meet changing operational needs. Renovations included courtroom ADA access, probate and public defender offices, and various other staff departments.

Phase 2 includes the renovation of the current 20,000 SF county office building, site improvements, the creation of a welcoming main entry lobby and stair addition on the north, employee entrance and stair addition on the south, and improved security measures. This design approach streamlines access and navigation for visitors and creates a cohesive and organized campus layout, providing safer and more efficient spaces for all. The decision to have a three-story open space as the new main entry addition is strategic in creating a welcoming and easily navigable environment for public accessibility. This design choice enhances the aesthetic appeal of the space and serves a functional purpose by providing clear wayfinding for visitors.

Cordogan Clark is providing Architecture, Engineering, and Construction services on this project, projected to be complete in January 2026.

SCHEDULE & COST CONTROL STRATEGIES: The Cordogan Clark team met with the county, and they identified that a new facility was needed for the Summer of 2024. The team provided a design that met the schedule and cost criteria at a schematic level. Cordogan Clark's integrated delivery was able to honor and deliver on budget and schedule from concept to reality. Phase 2 is still in progress, expected to be completed in 2026. Our team has continued to provide a full suite of services to renovate the county office building cost-effectively and efficiently.



4. PROJECT UNDERSTANDING



JOHN BURKE
CITY OF LAKE FOREST CHIEF OF POLICE

“Our experience working with CC and their integrated delivery process has been exceptional. Their commitment to designing within budget, evaluating multiple options, and clearly presenting cost impacts has been seamless. The data and graphics provided were well-organized, easy to follow, and extremely valuable in keeping all stakeholders informed throughout the process.”

PROJECT UNDERSTANDING

Our firm is uniquely qualified to deliver the Village Hall/Police Facility renovation and addition project for the Village of Carpentersville. We understand the project's scope includes selective demolition, environmental remediation, renovation of the existing 36,870 SF facility, and a 15,000 to 20,000 SF addition to enhance public service, security, and operational efficiency. Key requirements include upgrades to all building systems, ADA and code compliance, advanced IT and OT networks, and maintaining uninterrupted Village operations throughout construction.

Leveraging our proven design-build expertise in municipal facilities, specifically village halls and police stations, we excel at complex phasing, stakeholder coordination, and cost control. Our team will provide innovative solutions for site improvements, secure police operations, and technology integration, all within the Village's aggressive schedule and \$33 to \$38 million budget. We are committed to transparent communication, thorough site investigations, and delivering a high-quality, future-ready civic facility that meets all project requirements.

PROJECT APPROACH

We believe an integrated team approach involving the client, construction manager, Village members, and communities is essential to meeting the goals of each project. By partnering with owners and key stakeholders at the earliest stages, Cordogan Clark ensures that we meet budget, quality, and deadline goals. We act as an extension of our clients from start to finish, always prioritizing their best interests.

As an integrated services firm, our experience spans several project disciplines and levels of involvement. Our preconstruction and construction management team oversees the entire process from planning through completion, ensuring continuity of key people from start to finish and alignment of goals and budgets. Intimate knowledge of the construction process, along with our management experience, ensures that for every project we work on, we stay on or under budget.

Our in-house estimators understand the intricacies of designing and building all kinds of facilities. We maintain a significant database of system costs and purchase millions of dollars' worth of construction annually, giving us a clear understanding of the current market value of all project components. We utilize this knowledge to inform our customers of the costs and benefits of various systems and how they may affect the total project budget. This ongoing dialogue helps our teams keep clients informed about the budget throughout the project's progression.

We work hard to make every dollar count. Innovative solutions that maximize site potential, utilize existing resources, and leverage state-of-the-art technology achieve optimum results for the Village. Through careful examination of all practical options, in partnership with Village staff, we find the solution best suited to the client's needs, carefully balancing budget, practicality, and utility.

At Cordogan Clark, we believe that the exchange of ideas through active and effective dialogue leads to new ways of identifying issues and providing solutions. It is our responsibility to ask challenging questions, explore ideas, and define new possibilities. We believe an integrated team approach involving the entire project team is essential to meeting project goals.

Owners, architects, engineers, and construction managers need to develop team-building practices that create mutual trust and respect for each other's respective roles in the process. From our experience, we have found that the most important ingredient in fostering collaboration between all parties is trust. Establishing trusted relationships early on creates an environment where informed decisions can be made, innovative solutions are encouraged, and project communications are seamless. Since no team member is infallible, recognition of oversights and a focus on solutions while maintaining a positive approach to the project is the true measure of a successful team. We believe that a united, collaborative team is essential through partnering.

LEVERAGING TARGET VALUE DESIGN & INTEGRATED DELIVERY SERVICES

In the realm of architecture, engineering, and construction (AEC), maximizing value while adhering to budget constraints is paramount. Cordogan Clark understands the significance of efficient resource allocation. Our approach integrates Target Value Design (TVD) with an Integrated Delivery method, offering substantial benefits across cost effectiveness, sustainability, and stakeholder satisfaction.

UNDERSTANDING TVD: TVD is a collaborative methodology that engages stakeholders early to align project goals with budget constraints. By setting a target cost based on project requirements and continually refining the plan, TVD optimizes value while mitigating cost overruns.

COST-EFFECTIVENESS: TVD minimizes costly revisions by prioritizing cost-effectiveness without compromising quality. This encourages value engineering, ensuring long-term value for all projects.

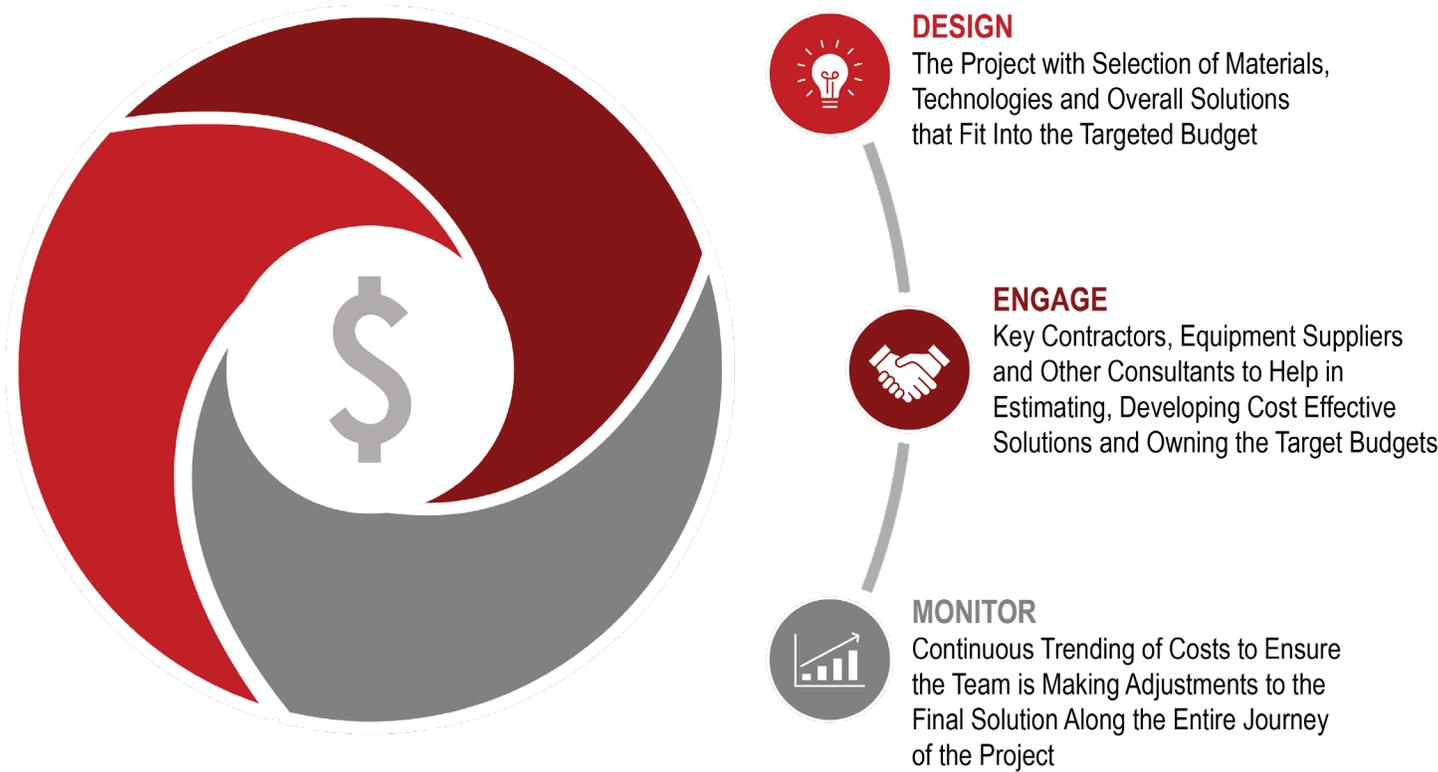
SUSTAINABILITY: TVD integrates environmental principles into the process, facilitating environmentally responsible infrastructure through careful material selection and construction methods.

STAKEHOLDER SATISFACTION: TVD emphasizes stakeholder collaboration, ensuring their needs are considered throughout the process. This fosters Ownership and buy-in among stakeholders, leading to greater satisfaction with completed projects.

LEVERAGING TVD & INTEGRATED DELIVERY

Cordogan Clark combines TVD with Integrated Delivery to enhance efficiency in all projects. This aligns stakeholders early, sets target costs, and fosters open communication among all project stakeholders. With Cordogan Clark's Integrated Delivery Services, municipalities can capitalize on the new Design-Build Authorization Act, effective January 1, 2024, authorizing design-build contracts. This streamlines the process, aligning with the integrated design-build approach encouraged by the new legislation. By providing fully integrated services, Cordogan Clark enables municipalities to leverage the law's flexibility, simplifying project management, fostering better communication, and ensuring cost control and faster project delivery.

Cordogan Clark's integrated approach to Target Value Design and Integrated Delivery offers a comprehensive solution for projects. By prioritizing cost-effectiveness, sustainability, and stakeholder satisfaction, we ensure the wise allocation of taxpayer dollars, resulting in resilient, sustainable, and inclusive environments for generations to come.



SCHEDULING

Cordogan Clark believes that the best approach to scheduling is through detailed up-front planning. The preconstruction schedule is developed by our Project Management team in collaboration with the Village and other key stakeholders. For the Village of Carpentersville, the project schedule will be aggressive to meet the desired time frame for project completion. This schedule includes activities like community engagement, Village collaboration, updates and approvals, the bidding process, and material procurement. It is updated as often as necessary to guide the process from the beginning of preconstruction through the start of the project.

As the project progresses, we develop a detailed critical path schedule for the entire program, which includes specific projects within that program. The comprehensive schedule considers all activities, including the bidding process, permitting, client approvals, as well as execution, commissioning, and closeout. This schedule is developed by our team in agreement with the Village and serves as the Contract Schedule provided in the Bidding Documents, acting as the road map for everyone involved. This project schedule is updated monthly.

In addition to the overall master project schedule, our superintendents develop a two-week look-ahead schedule to be discussed and distributed to the contractors at weekly on-site progress meetings. These simple, focused schedules allow for greater coordination among different teams and can alert the team to potential delivery or special event conflicts. There are fundamental elements of responsible project scheduling described below:

PLAN THE PROJECT

Determine what needs to be done. Define specific work tasks, coordinate activities, and prepare work schedules that outline the time and resources required to meet the schedule. Assign and properly allocate the resources to complete the activities.

CONTROL & MONITOR THE PROJECT

Review and measure progress based on work output and monitor activities in relation to the overall schedule. Suggest corrective action when needed, evaluate all options, and devise solutions.

MANAGE THE PROJECT

Communicate with the Project Team to advise on available options for getting the project back on schedule and the ramifications of further delay or acceleration. Our experienced team will implement lean practices when they add value to ensure the project is executed in the most efficient manner possible. Pull plan scheduling will be used to collaboratively create project schedules among the subcontractor team. We will also thoroughly review prefabrication opportunities across the project scope, focusing intently on components that repeat themselves multiple times. Prefabrication allows materials to be assembled in a controlled environment, resulting in improved safety, quality, and efficiency during installation. Just-in-time delivery will be utilized as much as possible to keep the site safe, organized, and efficient.

PHASING & CONSTRUCTION IN OCCUPIED BUILDINGS

With a dedicated construction team, Cordogan Clark understands the impact construction can have on a building and its occupants, especially during phased projects. As such, our design and construction team develops detailed “disruption avoidance” programs that will be reviewed with the Village and fine-tuned as needed to minimize construction impacts when construction is scheduled to occur while occupants are in the building.

We believe it’s important for all occupants to have safe, high-quality environments. Construction phasing is critical when renovating or expanding an existing facility. Planning must account for the effectiveness and safety within the facility during construction. We will work with the Village and contractor to develop a firm understanding of operations and will leverage technology, such as laser scanning, to thoroughly understand and document the existing conditions. A well-informed plan is critical to the overall success of the project.

To effectively plan the phasing approach, we will assess the Village’s existing workflows and equipment and develop a plan to minimize the impact on occupants. Strategies may include scheduling loud construction activities outside of high occupancy periods and utilizing trailers to provide temporary workspaces.

5. LIABILITY INSURANCE



Client#: 856014

LOUISCCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/11/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 2001 Spring Road, Ste 200, Oak Brook, IL 60523, 312 442-7200. CONTACT NAME: Laurie Cloninger, PHONE: 630 625-5219, FAX: 610 537-4939, E-MAIL ADDRESS: ACertificates@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Arch Insurance Company, NAIC #: 11150. INSURED: Louis C. Cordogan, Architect, Inc. d/b/a Cordogan, Clark & Associates, Inc, 515 Redwood Dr, Aurora, IL 60506.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER CANCELLATION

Certificate holder information: Louis C. Cordogan, Architect, Inc. d/b/a Cordogan, Clark & Associates, Inc. Cancellation notice: 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 signature.

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Client#: 24092

CORCL3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/02/2025

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 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: Konen Insurance Agency, Inc. 2570 Beverly Drive Suite 100 Aurora, IL 60502
INSURED: Cordogan Clark Consulting Services, Inc 515 Redwood Drive Aurora, IL 60506
CONTACT NAME: Melanie Garza
PHONE (A/C, No, Ext): 630 897-4239
E-MAIL ADDRESS: melanie@konen.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Cincinnati Insurance Companies NAIC #: 10677
INSURER B: Assigned Risk NAIC #: 51447728

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 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 [Signature]

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ACORD 25 (2010/05) 1 of 1 #S192163/M192142

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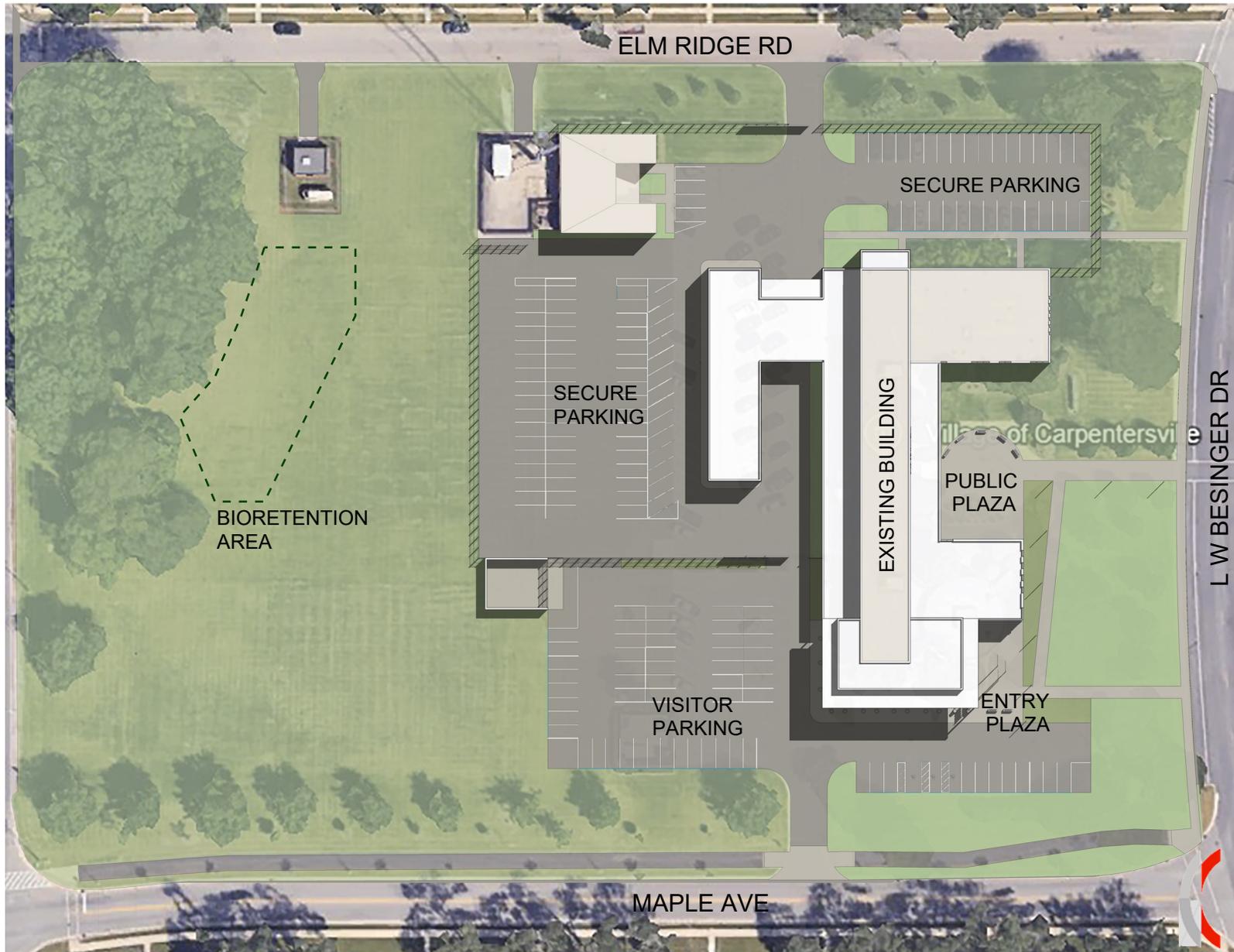
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6. CONCEPTUAL DESIGNS, SCHEDULE, ESTIMATES, & FEE PROPOSAL



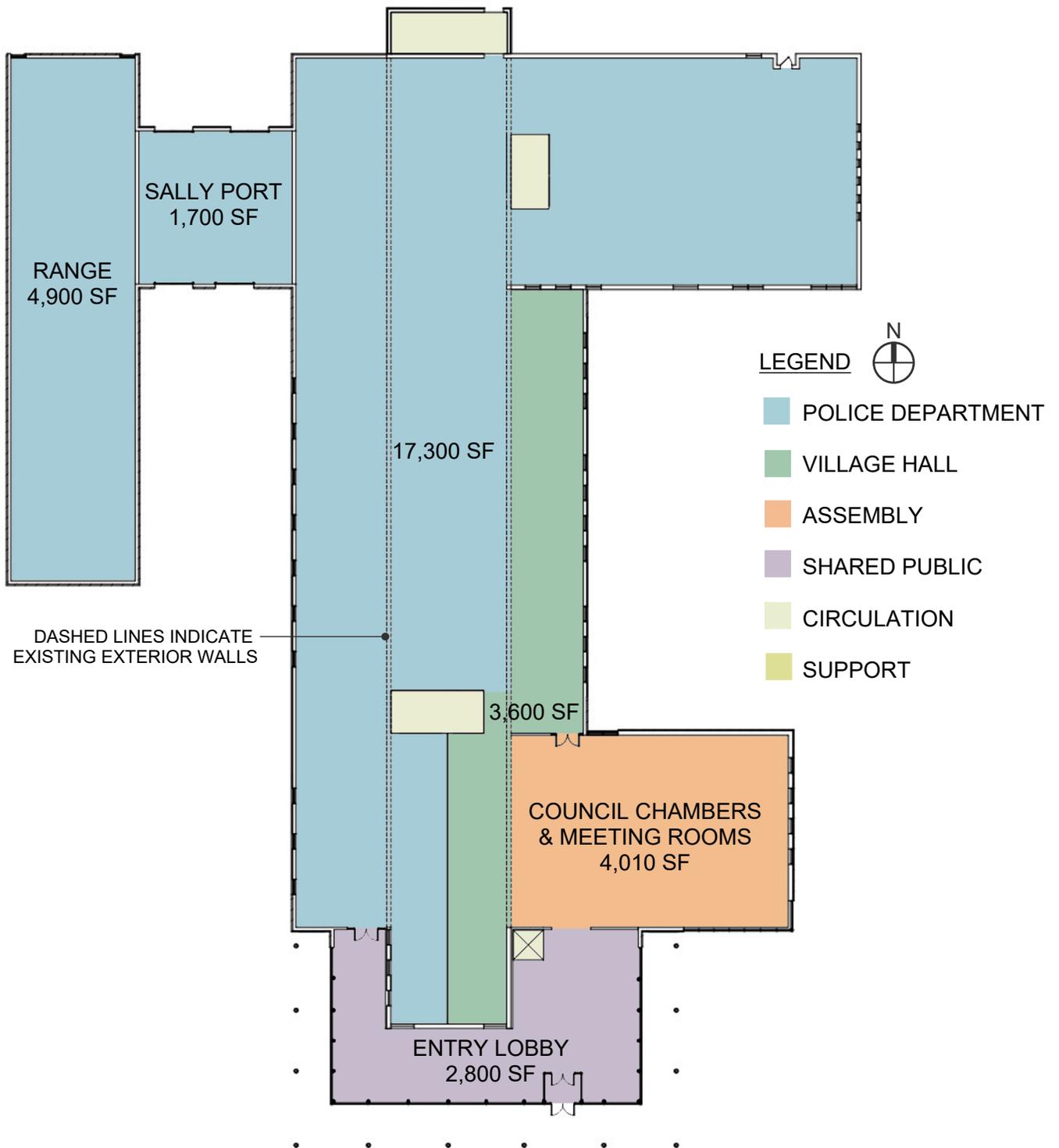
PATRICK ROLLINS
SUGAR GROVE CHIEF OF POLICE

"I have enjoyed working with Cordogan Clark (CC) over the past year and highly recommend them for any of your design and construction projects. Cordogan Clark is currently serving as the Architect/Engineer and Construction Management firm for the Village of Sugar Grove Police Headquarters project. We are fully in the construction phase and expect to return to our building in approximately 11-12 months. The CC Team has been a pleasure to work with from the initial concept design phase through construction. They provided outstanding service to the Village and our Police Department, guiding us through complex decisions and helping us secure political support to realize this much-needed modernization of the Police Department headquarters."



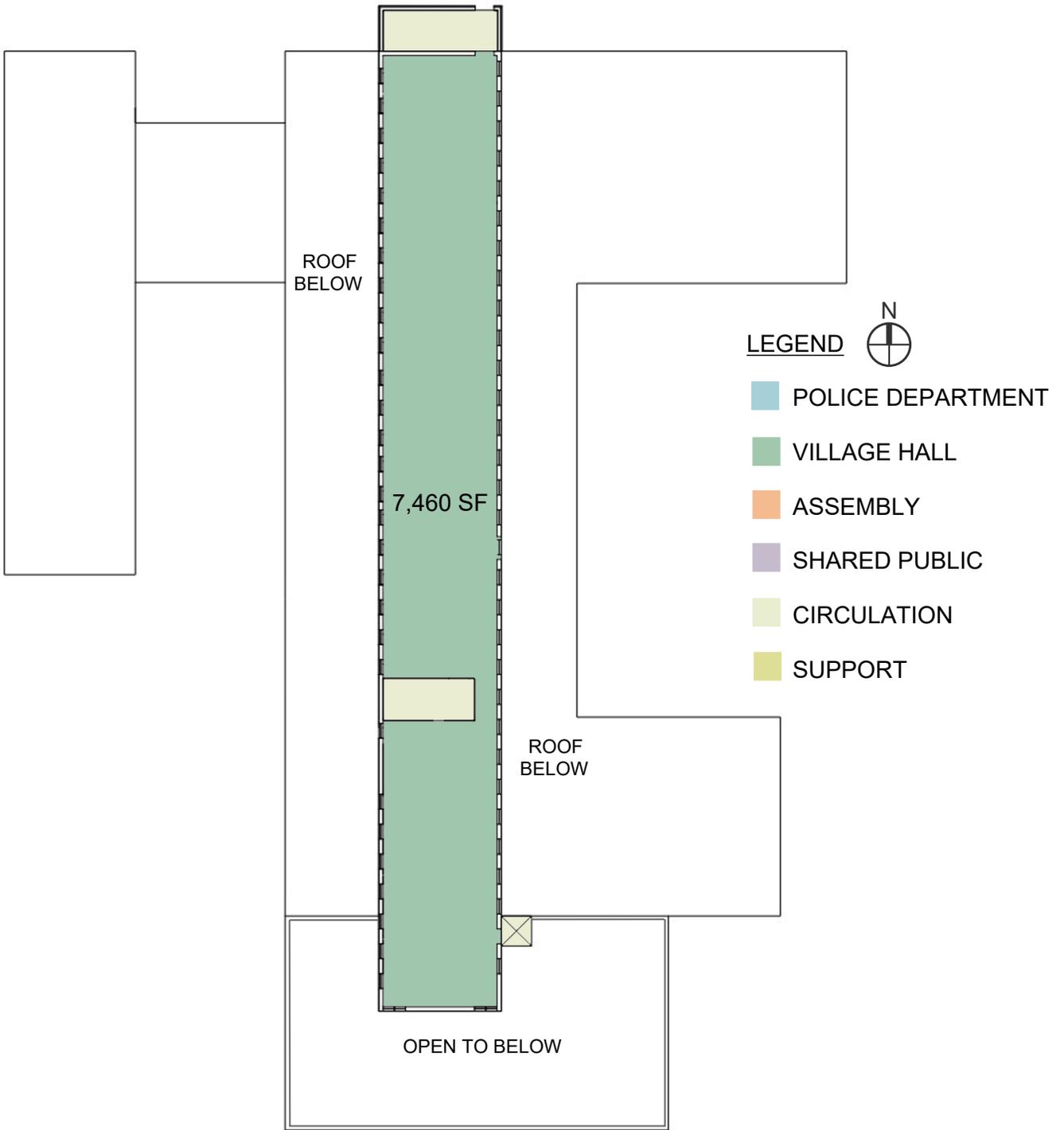
VILLAGE HALL & POLICE FACILITY
PROPOSED SITE PLAN





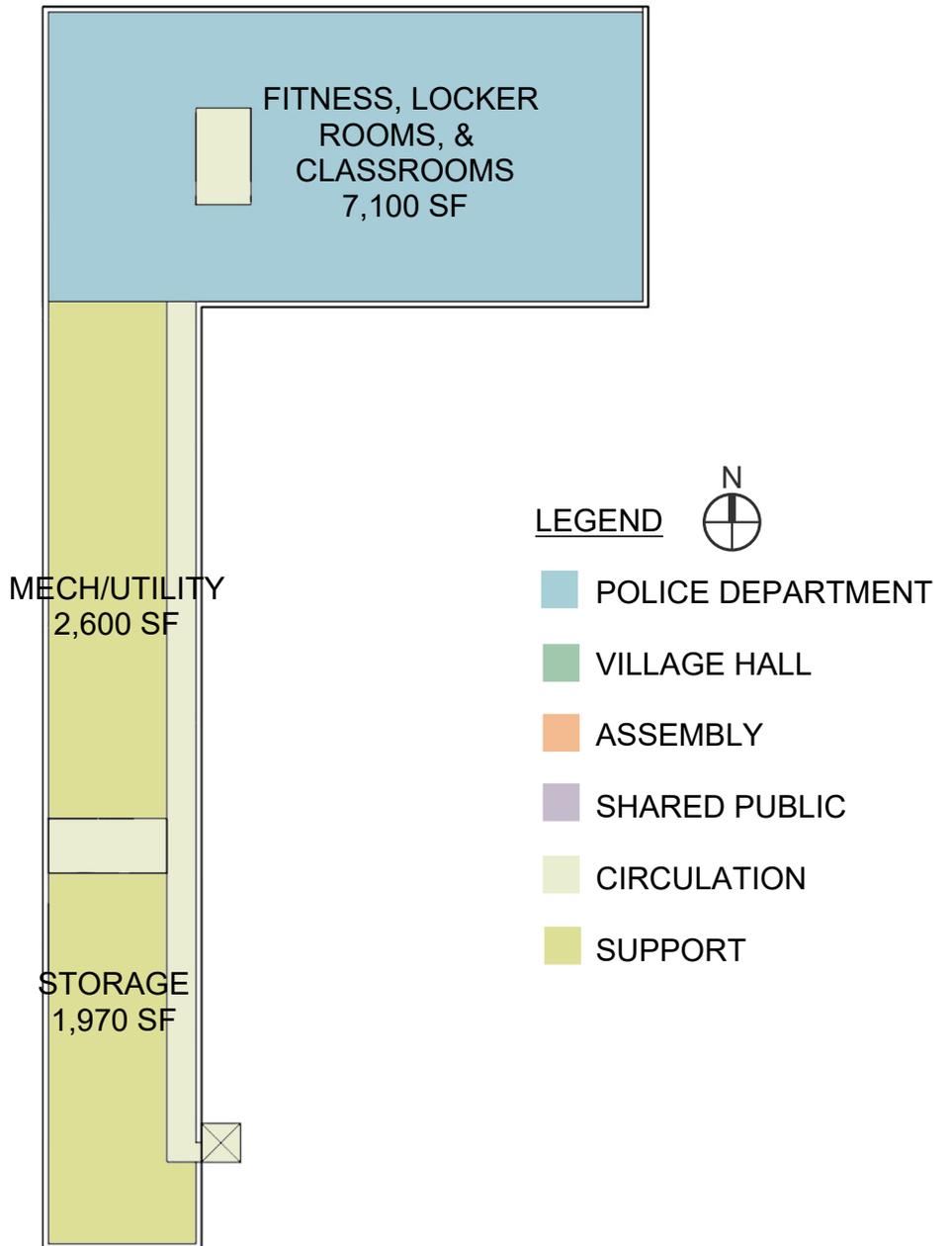
VILLAGE HALL & POLICE FACILITY PROPOSED FIRST FLOOR PROGRAM





**VILLAGE HALL & POLICE FACILITY
PROPOSED SECOND FLOOR PROGRAM**





**VILLAGE HALL & POLICE FACILITY
PROPOSED BASEMENT PROGRAM**





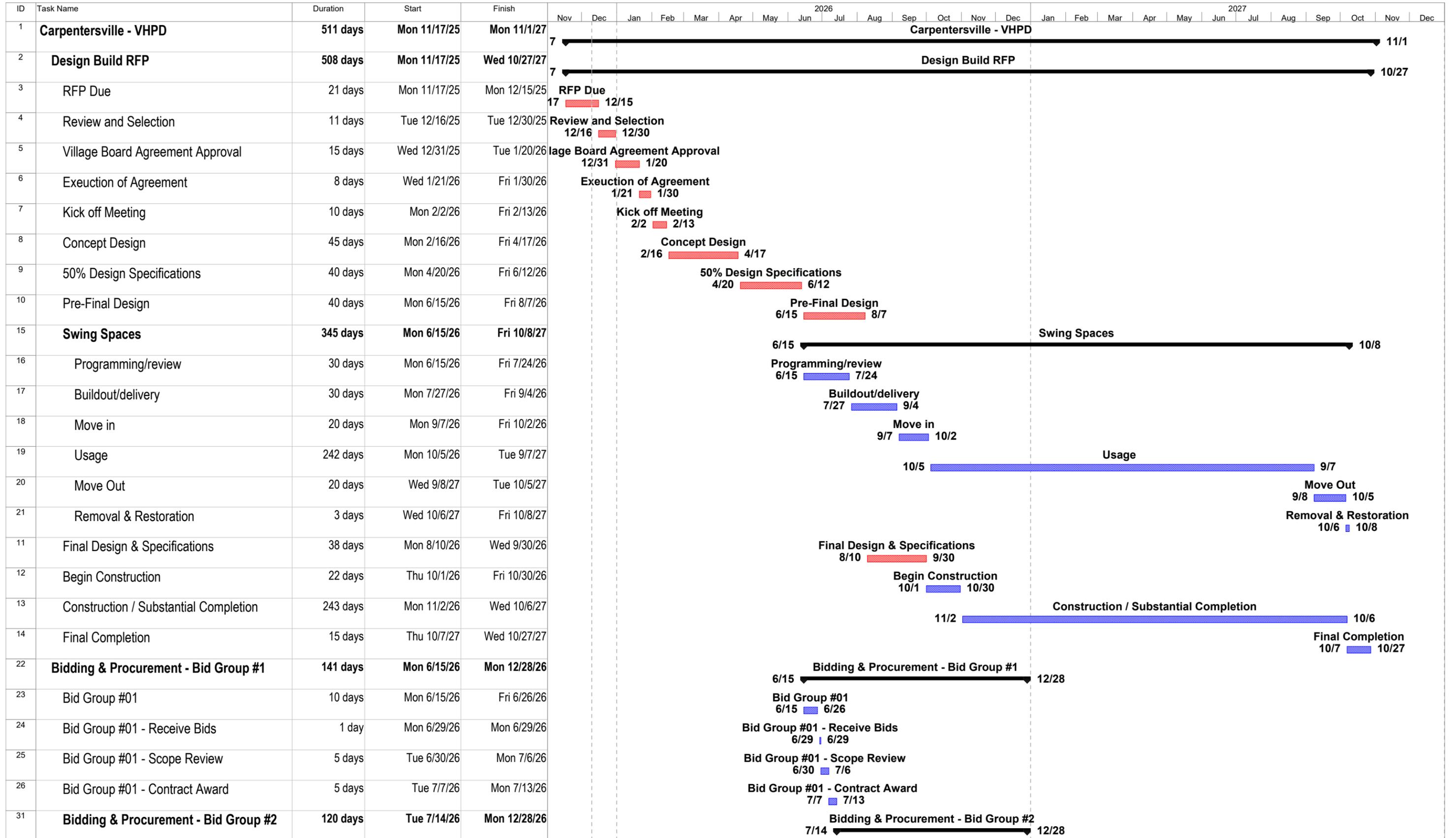












PROPOSAL FORM

Name of Firm: Cordogan Clark & Associates

Address: 515 Redwood Drive

Chicago, Illinois 60506

Telephone: 630.896.4678 Email: bkronewitter@cordoganclark.com

By:  Date: December 11, 2025
Signature

Name and Title: Brian Kronewitter, Executive Vice President

Our firm having familiarized ourselves with local conditions affecting the work and with the proposed scope of work provided in the Request for Proposal, hereby propose to perform everything required to be performed and to provide all of the labor, materials, and equipment necessary to provide the design and construction services to complete the proposed work for the Village Hall / Police Facility Renovation and Addition:

Lump Sum Cost: \$ 34,766,014

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Combined Estimate Summary



12/12/2025

TOTAL BUILDING SQUARE FOOTAGE:		54,960	SF
Div.	Item	Total	Cost Per/SF
2	SITE DEMO AND ENABLING WORK	\$512,320	\$9.32
3	CONCRETE	\$1,244,480	\$22.64
4	MASONRY	\$2,868,800	\$52.20
5	METALS	\$1,149,840	\$20.92
6	WOODS, PLASTICS AND COMPOSITES	\$1,390,720	\$25.30
7	THERMAL AND MOISTURE PROTECTION	\$478,560	\$8.71
8	OPENINGS	\$1,935,520	\$35.22
9	FINISHES	\$1,792,160	\$32.61
10	SPECIALTIES	\$274,800	\$5.00
11	EQUIPMENT	\$600,000	\$10.92
12	FURNISHINGS	\$491,760	\$8.95
13	SPECIAL CONSTRUCTION	\$400,000	\$7.28
14	CONVEYING	\$285,000	\$5.19
21	FIRE SUPPRESION TOTAL	\$493,200	\$8.97
22	PLUMBING	\$1,425,120	\$25.93
23	MECHANICAL	\$3,729,600	\$67.86
26	ELECTRIC	\$2,746,560	\$49.97
27	COMMUNICATIONS TOTAL	\$549,600	\$10.00
28	ELECTRONIC SAFETY & SECURITY TOTAL	\$989,280	\$18.00
31	EARTHWORK	\$363,200	\$6.61
32	EXTERIOR IMPROVEMENTS	\$1,225,680	\$22.30
33	UTILITIES	\$335,000	\$6.10
SUBTOTAL HARD CONSTRUCTION COSTS		\$25,281,200	\$459.99
	DESIGN AND CONSTRUCTION CONTINGENCY	\$2,528,120	\$46.00
	ENVIRONMENTAL DESIGN REMEDIATION ALLOWANCE	\$406,950	\$7.40
	ESCALATION	\$758,436	\$13.80
	D/B PROJECT ALLOWANCES	\$225,000	\$4.09
	BONDS, INSURANCE, GENERAL CONDITIONS & FEES	\$2,914,733	\$53.03
TOTAL CONSTRUCTION COSTS		\$32,114,439	\$584.32
	FF&E DESIGN & PROCUREMENT ALLOWANCE	\$813,900	\$14.81
	A/E DESIGN FEES	\$1,757,675	\$31.98
	PERMIT, CE, TESTING & OTHER SOFT COSTS	\$80,000	\$1.46
TOTAL SOFT COSTS		\$2,651,575	\$48.25
TOTAL PROJECT (HARD+ SOFT) COSTS		\$34,766,014	\$632.57

Village of Carpentersville

Village Hall & Police Department Addition & Renovations Renovation Estimate Summary

12/12/2025



TOTAL BUILDING SQUARE FOOTAGE:		36,800	SF
Div.	Item	Total	Cost Per/SF
2	SITE DEMO AND ENABLING WORK	\$0	\$0.00
3	CONCRETE	\$0	\$0.00
4	MASONRY	\$228,800	\$6.22
5	METALS	\$441,600	\$12.00
6	WOODS, PLASTICS AND COMPOSITES	\$809,600	\$22.00
7	THERMAL AND MOISTURE PROTECTION	\$36,800	\$1.00
8	OPENINGS	\$809,600	\$22.00
9	FINISHES	\$956,800	\$26.00
10	SPECIALTIES	\$184,000	\$5.00
11	EQUIPMENT	In Addition Estimate	
12	FURNISHINGS	\$110,400	\$3.00
13	SPECIAL CONSTRUCTION	In Addition Estimate	
14	CONVEYING	\$35,000	\$0.95
21	FIRE SUPPRESION TOTAL	\$220,800	\$6.00
22	PLUMBING	\$662,400	\$18.00
23	MECHANICAL	\$1,913,600	\$52.00
26	ELECTRIC	\$1,729,600	\$47.00
27	COMMUNICATIONS TOTAL	In Addition Estimate	
28	ELECTRONIC SAFETY & SECURITY TOTAL	In Addition Estimate	
31	EARTHWORK	In Addition Estimate	
32	EXTERIOR IMPROVEMENTS	In Addition Estimate	
33	UTILITIES	In Addition Estimate	
SUBTOTAL HARD CONSTRUCTION COSTS		\$8,139,000	\$221.17
	DESIGN AND CONSTRUCTION CONTINGENCY	\$813,900	\$22.12
	ENVIRONMENTAL DESIGN REMEDIATION ALLOWANCE	\$406,950	\$11.06
	ESCALATION	\$244,170	\$6.64
	D/B PROJECT ALLOWANCES	\$100,000	\$2.72
	BONDS, INSURANCE, GENERAL CONDITIONS & FEES	\$1,011,784	\$27.49
TOTAL CONSTRUCTION COSTS		\$10,715,804	\$291.19
	FF&E DESIGN & PROCUREMENT ALLOWANCE	\$813,900	\$22.12
	A/E DESIGN FEES	\$565,864	\$15.38
	PERMIT, CE, TESTING & OTHER SOFT COSTS	In Addition Estimate	
TOTAL SOFT COSTS		\$1,379,764	\$37.49
TOTAL PROJECT (HARD+ SOFT) COSTS		\$12,095,568	\$328.68

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Renovation Estimate Detail



12/12/2025

Building SF:		Existing:	36,800	SF			
BY:	BK	TOTAL SF:	36,800	SF			
DESCRIPTION			QTY	U/M	Material	Total	PER SF
DIV 2 - SITE DEMO AND ENABLING WORK							
02410	Site Demolition/Enabling						
	In Addition Budget					\$0.00	\$0.00
Sub Total:						\$0.00	\$0.00
DIV 2 - SITE DEMO & ENABLING WORK TOTAL						\$0.00	\$0.00
DIV 3 - CONCRETE							
03310	Structural Concrete						
	Basement foundation repairs - In Addition Budget					\$0	\$0.00
Sub Total:						\$0	\$0.00
DIV 3 - CONCRETE TOTAL						\$0	\$0.00
DIV 4 - MASONRY							
04000	Masonry						
	Exterior brick tuck-pointing		28,600	SF	\$8.00	\$228,800	\$6.22
Sub Total:						\$228,800	\$6.22
DIV 4 - MASONRY TOTAL						\$228,800	\$6.22
DIV 5 - METALS							
05100	Structural Steel Framing						
	Structural steel for addition		36,800	SF	\$12.00	\$441,600	\$12.00
Sub Total:						\$441,600	\$12.00
DIV 5 - METALS TOTAL						\$441,600	\$12.00
DIV 6 - WOODS, PLASTICS AND COMPOSITES							
06000	Carpentry						
	LGMF & DW, Interior millwork, casework for offices/depts., p.laminates in public areas		36,800	SF	\$22.00	\$809,600	\$22.00
Sub Total:						\$809,600	\$22.00
DIV 6 - WOODS TOTAL						\$809,600	\$22.00
DIV 7 - THERMAL AND MOISTURE PROTECTION							
07100	Damp Proofing						
	Roof maintenance		36,800	SF	\$1.00	\$36,800	\$1.00
Sub Total:						\$36,800	\$1.00
DIV 7 - THERMAL AND MOISTURE TOTAL						\$36,800	\$1.00
DIV 8 - OPENINGS							
08100	Doors						

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Renovation Estimate Detail



12/12/2025

Building SF:		Existing:	36,800	SF			
BY:	BK	TOTAL SF:	36,800	SF			
DESCRIPTION		QTY	U/M	Material	Total	PER SF	
	Replacement of all exterior glazing/doors, interior doors in secure zones	36,800	SF	\$22.00	\$809,600	\$22.00	
Sub Total:					\$809,600	\$22.00	
DIV 8 - OPENINGS TOTAL					\$809,600	\$22.00	
DIV 9 - FINISHES							
09500	Interior finishes/furnishings (ADA restrooms, walls/floors/ceilings)	36,800	SF	\$26.00	\$956,800	\$26.00	
Sub Total:					\$956,800	\$26.00	
DIV 9 - FINISHES TOTAL					\$956,800	\$26.00	
DIV 10 - SPECIALTIES							
01000	Signage, toilet partitions, fire extinguishers, access control hardware.	36,800	SF	\$5.00	\$184,000	\$5.00	
Sub Total:					\$184,000	\$5.00	
DIV 10 - SPECIALTIES TOTAL					\$184,000	\$5.00	
DIV 11 - EQUIPMENT							
01100	In FF&E Allowance				\$0.00	\$0.00	
Sub Total:					\$0.00	\$0.00	
DIV 11 - EQUIPMENT TOTAL					\$0.00	\$0.00	
DIV 12 - FURNISHINGS							
01200	Existing office cabinetry & countertop furnishings for admin/police depts. & built-ins	36,800	SF	\$3.00	\$110,400	\$3.00	
Sub Total:					\$110,400	\$3.00	
DIV 12 - FURNISHINGS TOTAL					\$110,400	\$3.00	
DIV 13 - SPECIAL CONSTRUCTION							
01300	Temp Office Provisions In Addition Budget				\$0.00	\$0.00	
Sub Total:					\$0.00	\$0.00	
DIV 13 -SPECIAL CONSTRUCTION TOTAL					\$0.00	\$0.00	
DIV 14 - CONVEYING							
01400	Existing elevator updated	1	ALLOW	\$35,000	\$35,000	\$0.95	
Sub Total					\$35,000	\$0.95	
DIV 14 - CONVEYING TOTAL					\$35,000	\$0.95	

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Renovation Estimate Detail



12/12/2025

Building SF:	Existing:	36,800	SF			
BY:	BK	TOTAL SF:	36,800	SF		
	DESCRIPTION	QTY	U/M	Material	Total	PER SF

DIV 21 - FIRE SUPPRESSION						
02100	Fire alarm replacement (addressable panel), sprinkler eval/replace/expand	36,800	SF	\$6.00	\$220,800	\$6.00
Sub Total:					\$220,800	\$6.00
DIV 21 - FIRE SUPPRESSION TOTAL					\$220,800	\$6.00

DIV 22 - PLUMBING						
02200	Full interior/exterior sanitary/water replacement, restroom fixtures (ADA), detention plumbing	36,800	SF	\$18.00	\$662,400	\$18.00
Sub Total:					\$662,400	\$18.00
DIV 22 - PLUMBING TOTAL					\$662,400	\$18.00

DIV 23 - MECHANICAL						
02300	Full HVAC replacement (RTU's, VRF, DOAS, MAU's & Exhaust), BACnet controls	36,800	SF	\$52.00	\$1,913,600	\$52.00
Sub Total:					\$1,913,600	\$52.00
DIV 23 - MECHANICAL TOTAL					\$1,913,600	\$52.00

DIV 26 - ELECTRIC						
02600	Full service/switchboard/panels replacement, lighting, generators, receptacles	36,800	SF	\$47.00	\$1,729,600	\$47.00
Sub Total:					\$1,729,600	\$47.00
DIV 26 - ELECTRIC TOTAL					\$1,729,600	\$47.00

DIV 27 - COMMUNICATIONS						
02700	In Addition Budget				\$0.00	\$0.00
Sub Total:					\$0.00	\$0.00
DIV 27 - COMMUNICATIONS TOTAL					\$0.00	\$0.00

DIV 28 - ELECTRONIC SAFETY & SECURITY						
02800	In Addition Budget				\$0.00	\$0.00
Sub Total:					\$0.00	\$0.00
DIV 28 - ELECTRONIC SAFETY & SECURITY TOTAL					\$0.00	\$0.00

DIV 31 - EARTHWORK						
03100	In Addition Budget				\$0.00	\$0.00

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Renovation Estimate Detail



12/12/2025

Building SF:		Existing:	36,800	SF			
BY:	BK	TOTAL SF:	36,800	SF			
DESCRIPTION			QTY	U/M	Material	Total	PER SF
Sub Total:						\$0.00	\$0.00
DIV 31-EARTHWORK TOTAL						\$0.00	\$0.00
DIV 32 - EXTERIOR IMPROVEMENTS							
03200	In Addition Budget					\$0.00	\$0.00
Sub Total:						\$0.00	\$0.00
DIV 32-EXTERIOR IMPROVEMENTS TOTAL						\$0.00	\$0.00
DIV 33 - UTILITIES							
03300	In Addition Budget					\$0.00	\$0.00
Sub Total:						\$0.00	\$0.00
DIV 33-UTILITIES TOTAL						\$0.00	\$0.00
SUB-TOTAL CONSTRUCTION COST						\$8,139,000	\$221.17
DESIGN AND CONSTRUCTION CONTINGENCY						\$813,900	10%
ENVIRONMENTAL DESIGN, TESTING & REMEDIATION ALLOWANCE						\$406,950	5.0%
ESCALATION						\$244,170	3.0%
D/B ALLOWANCES:							
Expediting & Premium Time						\$25,000	
Existing Conditions & MEP Conflicts						\$75,000	
ESCALATION, CONTINGENCY AND ALLOWANCES						\$1,565,020	\$42.53
GENERAL CONDITIONS, INSURANCE, BONDS & FEES							
GENERAL CONDITIONS & GENERAL REQUIREMENTS						\$488,340	6.0%
INSURANCE						\$86,635	0.85%
BONDS						\$102,790	1.0%
DESIGN BUILDER FEE						\$285,499	2.75%
PRECONSTRUCTION						\$48,520	0.5%
SUBTOTAL GC's, BONDS, INSURANCE & FEES						\$1,011,784	\$27.49
TOTAL HARD COST						\$10,715,804	\$291.19
SOFT COSTS							
FF&E ALLOWANCE						\$813,900	10.0%
AE DESIGN FEES						\$565,864	6.75%
SOFT COSTS/OTHER FEES:							
Permits						Inc. In Addition	
Civil / Survey						Inc. In Addition	
Soil Borings						Inc. In Addition	
TOTAL SOFT COST						\$1,379,764	\$37.49
TOTAL PROJECT (HARD+ SOFT) COSTS						\$12,095,568	\$328.68

Village of Carpentersville

Village Hall & Police Department Addition & Renovations Addition Estimate Summary

12/12/2025



TOTAL BUILDING SQUARE FOOTAGE:		18,160	SF
Div.	Item	Total	Cost Per/SF
2	SITE DEMO AND ENABLING WORK	\$512,320	\$28.21
3	CONCRETE	\$1,244,480	\$68.53
4	MASONRY	\$2,640,000	\$145.37
5	METALS	\$708,240	\$39.00
6	WOODS, PLASTICS AND COMPOSITES	\$581,120	\$32.00
7	THERMAL AND MOISTURE PROTECTION	\$441,760	\$24.33
8	OPENINGS	\$1,125,920	\$62.00
9	FINISHES	\$835,360	\$46.00
10	SPECIALTIES	\$90,800	\$5.00
11	EQUIPMENT (Gun Range)	\$600,000	\$33.04
12	CASEWORK & FURNISHINGS	\$381,360	\$21.00
13	SPECIAL CONSTRUCTION	\$400,000	\$22.03
14	CONVEYING	\$250,000	\$13.77
21	FIRE SUPPRESION	\$272,400	\$15.00
22	PLUMBING	\$762,720	\$42.00
23	MECHANICAL	\$1,816,000	\$100.00
26	ELECTRIC	\$1,016,960	\$56.00
27	COMMUNICATIONS	\$549,600	\$30.26
28	ELECTRONIC SAFETY & SECURITY	\$989,280	\$54.48
31	EARTHWORK	\$363,200	\$20.00
32	EXTERIOR IMPROVEMENTS	\$1,225,680	\$67.49
33	UTILITIES	\$335,000	\$18.45
SUBTOTAL HARD CONSTRUCTION COSTS		\$17,142,200	\$943.95
	DESIGN AND CONSTRUCTION CONTINGENCY	\$1,714,220	\$94.40
	ENVIRONMENTAL DESIGN REMEDIATION ALLOWANCE	Allowance in Renovation	
	ESCALATION	\$514,266	\$28.32
	D/B PROJECT ALLOWANCES	\$125,000	\$6.88
	BONDS, INSURANCE, GENERAL CONDITIONS & FEES	\$1,902,949	\$104.79
TOTAL CONSTRUCTION COSTS		\$21,398,635	\$1,178.34
	FF&E DESIGN & PROCUREMENT ALLOWANCE	Allowance in Renovation	
	A/E DESIGN FEES	\$1,191,811	\$65.63
	PERMIT, CE, TESTING & OTHER SOFT COSTS	\$80,000	\$4.41
TOTAL SOFT COSTS		\$1,271,811	\$70.03
TOTAL PROJECT (HARD+ SOFT) COSTS		\$22,670,446	\$1,248.37

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Detail



12/12/2025

Building SF:	New Addition:	18,160	SF			
BY:	BK	TOTAL SF:	18,160	SF		
	DESCRIPTION	QTY	U/M	Material	Total	PER SF

DIV 2 - SITE DEMO AND ENABLING WORK

02410	Site Demolition/Enabling					
	Site clearing & enabling	18,160	SF	\$12.00	\$217,920	\$12.00
	Building demo, rotunda, & vestibules, Interior demo, remediation, courtyard pool removal, concrete cutting, pavement removal	36,800	SF	\$8.00	\$294,400	\$16.21
Sub Total:					\$512,320	\$28.21
DIV 2 - SITE DEMO AND ENABLING WORK TOTAL					\$512,320	\$28.21

DIV 3 - CONCRETE

03310	Structural Concrete					
	New addition footings/slabs, parking lot concrete elements	18,160	SF	\$28.00	\$508,480	\$28.00
	Basement foundation repairs	36,800	SF	\$20.00	\$736,000	\$40.53
Sub Total:					\$1,244,480	\$68.53
DIV 3 - CONCRETE TOTAL					\$1,244,480	\$68.53

DIV 4 - MASONRY

04000	Masonry					
	Exterior brick & CMU @ new addition	55,000	SF	\$48.00	\$2,640,000	\$145.37
Sub Total:					\$2,640,000	\$145.37
DIV 4 - MASONRY TOTAL					\$2,640,000	\$145.37

DIV 5 - METALS

05100	Structural Steel Framing					
	Structural steel for addition, metal in secure areas (sallyport, cells)	18,160	SF	\$39.00	\$708,240	\$39.00
Sub Total:					\$708,240	\$39.00
DIV 5 - METALS TOTAL					\$708,240	\$39.00

DIV 6 - WOODS, PLASTICS AND COMPOSITES

06000	Carpentry					
	Interior millwork, casework for offices/depts., plastic laminates in public areas	18,160	SF	\$32	\$581,120	\$32.00
Sub Total:					\$581,120	\$32.00

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Detail



12/12/2025

Building SF:		New Addition:	18,160	SF			
BY:	BK	TOTAL SF:	18,160	SF			
DESCRIPTION		QTY	U/M	Material	Total	PER SF	
DIV 6 - WOODS TOTAL					\$581,120	\$32.00	
DIV 7 - THERMAL AND MOISTURE PROTECTION							
07100	Damp Proofing						
	New addition roofing	22,060	SF	\$14.00	\$308,840	\$17.01	
	Drain Tile Replacement	563	LF	\$40.00	\$22,520	\$1.24	
	Foundation leak & repair, waterproofing for groundwater intrusion	36,800	SF	\$3.00	\$110,400	\$6.08	
Sub Total:					\$441,760	\$24.33	
DIV 7 - THERMAL AND MOISTURE TOTAL					\$441,760	\$24.33	
DIV 8 - OPENINGS							
08100	Doors						
	Replacement of all exterior glazing/doors (interior doors in secure zones)	18,160	SF	\$62.00	\$1,125,920	\$62.00	
Sub Total:					\$1,125,920	\$62.00	
DIV 8 - OPENINGS TOTAL					\$1,125,920	\$62.00	
DIV 9 - FINISHES							
09500	New Addition Interior finishes(ADA restrooms, walls/floors/ceilings)	18,160	SF	\$46.00	\$835,360	\$46.00	
Sub Total:					\$835,360	\$46.00	
DIV 9 - FINISHES TOTAL					\$835,360	\$46.00	
DIV 10 - SPECIALTIES							
01000	Signage, toilet partitions, fire extinguishers, access control hardware	18,160	SF	\$5.00	\$90,800	\$5.00	
Sub Total:					\$90,800	\$5.00	
DIV 10 - SPECIALTIES TOTAL					\$90,800	\$5.00	
DIV 11 - EQUIPMENT							
01100	Gun Range Equipment (bullet trap, kitchen/laundry equip)	1	ALLOW	\$600,000	\$600,000	\$33.04	
Sub Total:					\$600,000	\$33.04	
DIV 11 - EQUIPMENT TOTAL					\$600,000	\$33.04	
DIV 12 - FURNISHINGS							

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Detail



12/12/2025

Building SF:		New Addition:	18,160	SF			
BY:	BK	TOTAL SF:	18,160	SF			
DESCRIPTION		QTY	U/M	Material	Total	PER SF	
01200	New Addition Office Cabinetry & Countertop furnishings for admin/police depts., built-ins for lobby/board room		18,160	SF	\$21.00	\$381,360	\$21.00
Sub Total:					\$381,360	\$21.00	
DIV 12 - FURNISHINGS TOTAL					\$381,360	\$21.00	
DIV 13 - SPECIAL CONSTRUCTION							
01300	Temporary facilities for operations/phasing		1	ALLOW	\$400,000	\$400,000	\$22.03
	*See Qualifications						
Sub Total:					\$400,000	\$22.03	
DIV 13 -SPECIAL CONSTRUCTION TOTAL					\$400,000	\$22.03	
DIV 14 - CONVEYING							
01400	New Elevator Relocation		1	ALLOW	\$250,000	\$250,000	\$13.77
Sub Total:					\$250,000	\$13.77	
DIV 14 - CONVEYING TOTAL					\$250,000	\$13.77	
DIV 21 - FIRE SUPPRESSION							
02100	Fire alarm replacement (addressable panel), sprinkler eval/replace/expand		18,160	SF	\$15.00	\$272,400	\$15.00
Sub Total:					\$272,400	\$15.00	
DIV 21 - FIRE SUPPRESION TOTAL					\$272,400	\$15.00	
DIV 22 - PLUMBING							
02200	Full interior/exterior sanitary/water replacement, restroom fixtures (ADA), detention plumbing.		18,160	SF	\$42.00	\$762,720	\$42.00
Sub Total:					\$762,720	\$42.00	
DIV 22 - PLUMBING TOTAL					\$762,720	\$42.00	
DIV 23 - MECHANICAL							
02300	Full HVAC replacement (RTU's, VRF, DOAS, MAU's & Exhaust), BACnet controls		18,160	SF	\$100.00	\$1,816,000	\$100.00
Sub Total:					\$1,816,000	\$100.00	
DIV 23 - MECHANICAL TOTAL					\$1,816,000	\$100.00	

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Detail



12/12/2025

Building SF:		New Addition:	18,160	SF			
BY:	BK	TOTAL SF:	18,160	SF			
DESCRIPTION		QTY	U/M	Material	Total	PER SF	
DIV 26 - ELECTRIC							
02600	Switchboard/panels replacement, lighting, generators, receptacles	18,160	SF	\$56.00	\$1,016,960	\$56.00	
Sub Total:					\$1,016,960	\$56.00	
DIV 26 - ELECTRIC TOTAL					\$1,016,960	\$56.00	
DIV 27 - COMMUNICATIONS							
02700	IT network, MDF/IDF rooms (UPS, cooling, racks), telecom equipment	54,960	SF	\$10.00	\$549,600	\$30.26	
Sub Total:					\$549,600	\$30.26	
DIV 27 - COMMUNICATIONS TOTAL					\$549,600	\$30.26	
DIV 28 - ELECTRONIC SAFETY & SECURITY							
02800	Security/access, video surveillance, fencing/gates for police parking	54,960	SF	\$18.00	\$989,280	\$54.48	
Sub Total:					\$989,280	\$54.48	
DIV 28 - ELECTRONIC SAFETY & SECURITY TOTAL					\$989,280	\$54.48	
DIV 31 - EARTHWORK							
03100	Site excavation for addition	18,160	SF	\$20.00	\$363,200	\$20.00	
Sub Total:					\$363,200	\$20.00	
DIV 31-EARTHWORK TOTAL					\$363,200	\$20.00	
DIV 32 - EXTERIOR IMPROVEMENTS							
03200	New Addition Space & Fencing	18,160	SF	\$8.00	\$145,280	\$8.00	
03200	Landscape	1	ALLOW	\$50,000	\$50,000	\$2.75	
03200	Parking lot repave & expansion, lighting (ADA/stormwater), common space reno, fencing	36,800	SF	\$28.00	\$1,030,400	\$56.74	
Sub Total:					\$1,225,680	\$67.49	
DIV 32-EXTERIOR IMPROVEMENTS TOTAL					\$1,225,680	\$67.49	
DIV 33 - UTILITIES							
03300	Secondary water/sanitary services, exterior utility connections	1	ALLOW	\$335,000	\$335,000	\$18.45	
Sub Total:					\$335,000	\$18.45	
DIV 33-UTILITIES TOTAL					\$335,000	\$18.45	
SUB-TOTAL HARD CONSTRUCTION COST					\$17,142,200	\$944	

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Detail



12/12/2025

Building SF:		New Addition:	18,160	SF			
BY:	BK	TOTAL SF:	18,160	SF			
DESCRIPTION		QTY	U/M	Material	Total	PER SF	
DESIGN AND CONSTRUCTION CONTINGENCY					\$1,714,220	10.0%	
ESCALATION					\$514,266	3.0%	
D/B ALLOWANCES:							
Unsuitable Soils					\$100,000		
Expediting & Premium Time					\$25,000		
SUBTOTAL ESCALATION, CONTINGENCY & ALLOWANCES					\$2,353,486	\$130	
GENERAL CONDITIONS, INSURANCE, BONDS & FEES							
GENERAL CONDITIONS & REQUIREMENTS					\$857,110	5.0%	
INSURANCE					\$172,999	0.85%	
BONDS					\$205,258	1.0%	
DESIGN BUILDER FEE					\$570,104	2.75%	
PRECONSTRUCTION					\$97,478	0.50%	
SUBTOTAL GC's, BONDS, INSURANCE & FEES					\$1,902,949	\$105	
TOTAL HARD COST					\$21,398,635	\$1,178	
SOFT COSTS							
FF&E ALLOWANCE					Inc. in Renovation		
AE DESIGN FEES					\$1,191,811	6.75%	
SOFT COSTS/OTHER FEES:							
	Permits				\$15,000		
	Civil / Survey				\$55,000		
	Testing & Reimbursables				\$75,000		
	Soil Borings				\$10,000		
TOTAL SOFT COST					\$1,346,811	\$74	
TOTAL PROJECT (HARD+ SOFT) COSTS					\$22,745,446	\$1,253	

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Clarifications & Exclusions



12/12/2025

#	Clarifications & Exclusions
1	The Following Contingencies are included: 10% overall contingency that will be available for design and construction A 5% of the Renovation hard costs contingency specific for Environmental Remediation & Design, Testing is included in the budget
2	A 5% of the Renovation hard costs FF&E design & procurement allowance has been included.
3	The following additional allowances are included: Permits - \$15,000 Unsuitable Soils - \$100,000 Expediting and Premium Time - \$50,000 Existing Conditions & MEP Conflicts - \$75,000 Landscape Budget - \$50,000
4	Budget assumes that existing parking lots that remain shall be milled and overlaid only
5	Budget assumes 3,000 psi soil bearing for standard spread footings
6	Budget assumes leaving all spoils on site to create berms
7	Budget assumes that the storm water management for the project will be accommodated by utilizing the site and the basins will be shallow excavations and be dry bottom basins
8	Budget assumes that the existing utilities at the property line (sanitary, storm sewer, water, gas & power) are all sufficient for the project and the system contemplated for design. Budget assumes gas service & power are sufficient and are to remain
9	The budget for the fire suppression system assumes adequate water pressure exists and no fire pump will be required. Sprinklers will be designed to meet all relevant codes
10	Budget assumes that the existing EPDM roof installed in 2017 is still under warranty, and thus will remain
11	It is recommended that \$75,000 AV & IT Equipment shall be part of the FF&E Allowance
12	Mechanical System will be a combination of Packaged RTU for the Range & Sally Port, Evidence Storage, VRF System with DOAS for the remaining areas of the Building
13	W/MBE requirements are excluded. Cordogan Clark always makes best efforts to engage W/MBE firms
14	A allowance for temporary offices rent or temporary trailers of \$400,000 is included. More information available upon request
15	A 3% construction cost escalation factor is included. Should construction escalation exceed this factor as defined by regional construction escalation monitoring sources, then budget shall adjust accordingly
16	The Design Builder has priced the design to reflect normal material quality and systems quality as seen in other Police & Village Hall projects (Sugar Grove, Lake Forest & Yorkville).
17	All site spoils will remain on site and be used to create berms to buffer the project from the neighbors
18	The Design/Builder shall endeavor to work with the Village to design to the \$33M to \$38M Budget
19	Budget assumes that the zoning in place will be sufficient and that NO additional zoning process is needed
20	Budget assumes that the Owner will remove and store (any reused) furniture from the premises

7. REQUIRED ATTACHMENTS



DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a Statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONSULTANT's workplace.
 - (2) Specifying the 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, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The CONSULTANT's policy for maintaining a drug free workplace;
 - (3) Available counseling, rehabilitation, or assistance programs; and
 - (4) Penalties imposed for drug violations.
- (c) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the CONTRACT and to post the Statement in a prominent place in the workplace.
- (d) Notifying the contracting 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, by any employee who is so convicted, as required by Section 5 of the DRUG FREE WORKPLACE ACT.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the DRUG FREE WORKPLACE ACT.

DRUG FREE WORKPLACE CERTIFICATION

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Cordogan Clark & Associates
Printed Name of Contractor

515 Redwood Drive
Address

<u>Aurora</u>	<u>Illinois</u>	<u>60506</u>
City	State	Zip


Signature of Authorized Representative

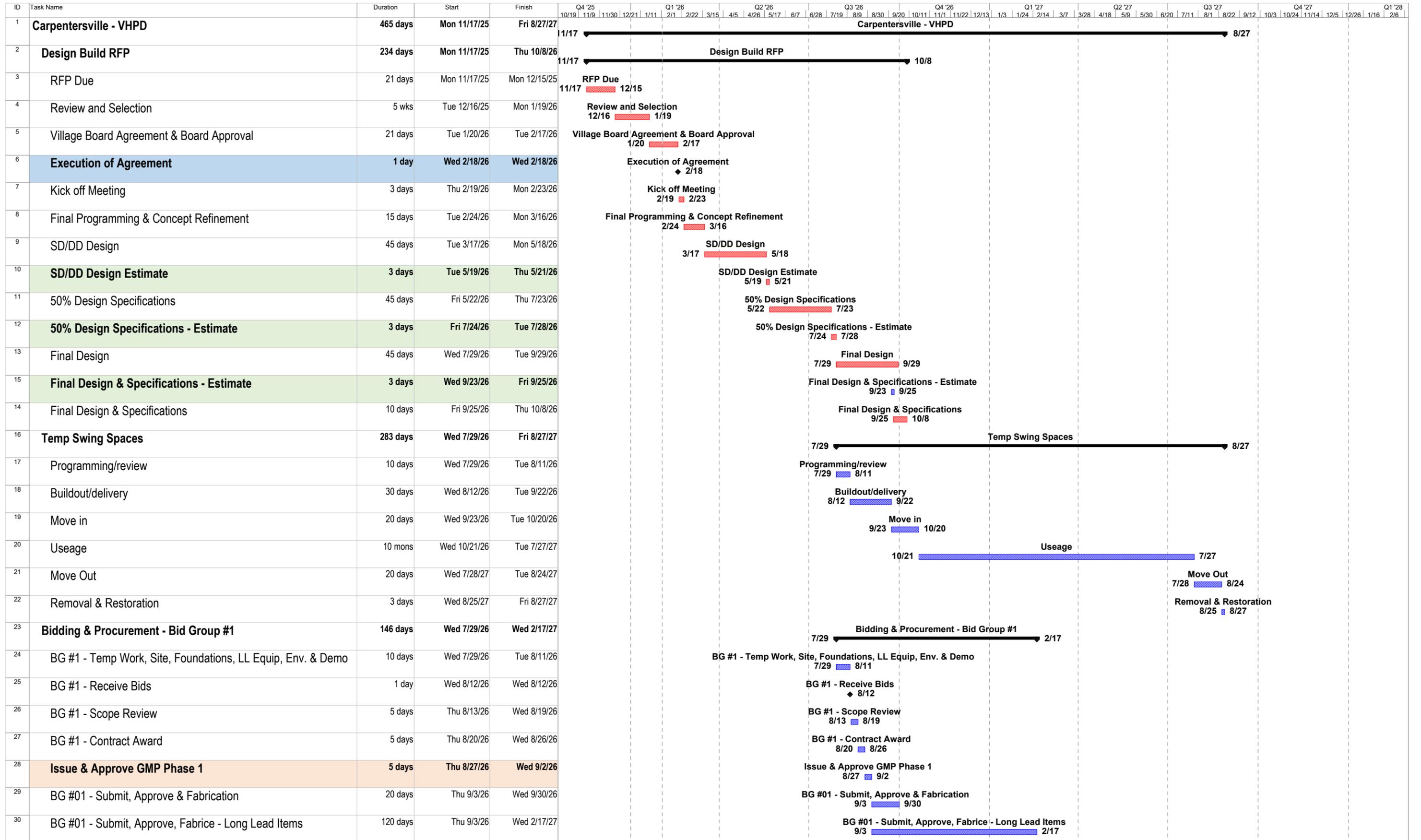
<u>Brian Kronewitter, Executive Vice President</u>	<u>December 11, 2025</u>
Title	Date



515 Redwood Drive
Aurora, Illinois 60506
630.896.4678

Aurora, Illinois
Chicago, Illinois
Cleveland, Ohio
Davenport, Iowa
Lafayette, Indiana
Sawyer, Michigan
St. Louis, Missouri
Madrid, Spain

www.cordoganclark.com



2026 Hourly Rate Schedule



For additional services, which would fall beyond the scope of the Standard Agreement between Owner Contract we would charge a flat hourly rate for any such services if deemed necessary. Hourly rates shall be adjusted annually. Hourly Rate Schedule for additional work if requested by the Owner is as follows:

Position	Rate
<u>Architectural</u>	
Principal/Executive Vice President	\$265.00
Vice President	\$230.00
Associate	\$220.00
Project Manager	\$200.00
Project Architect	\$190.00
Interior Designer	\$180.00
Architect I	\$170.00
Architect II	\$150.00
Architect III	\$130.00
Technician I	\$100.00
Administrative Assistant	\$75.00
<u>Engineering</u>	
Electrical Engineer	\$215.00
Electrical Designer	\$165.00
Electrical Technician	\$125.00
Principal Mechanical Engineer	\$235.00
Mechanical Engineer	\$215.00
Mechanical Designer	\$165.00
Mechanical Technician	\$125.00
<u>Structural Engineering</u>	
Principal Structural	\$235.00
Senior Structural	\$225.00
Structural Engineer I	\$215.00
Structural Technician	\$125.00
<u>Construction Management</u>	
Principal/Executive Vice President	\$265.00
Vice President	\$245.00
Construction Executive	\$240.00
Senior Project Manager	\$225.00
Senior Superintendent	\$215.00
Project Manager	\$200.00
Estimator	\$200.00
Assistant Project Manager	\$190.00
Superintendent	\$185.00
Project Engineer	\$115.00
Administrative Assistant	\$75.00

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Combined Estimate Summary



2/12/2026

TOTAL BUILDING SQUARE FOOTAGE:		54,960	SF
Div.	Item	Total	Cost Per/SF
2	SITE DEMO AND ENABLING WORK	\$512,320	\$9.32
3	CONCRETE	\$1,244,480	\$22.64
4	MASONRY	\$2,868,800	\$52.20
5	METALS	\$1,149,840	\$20.92
6	WOODS, PLASTICS AND COMPOSITES	\$1,390,720	\$25.30
7	THERMAL AND MOISTURE PROTECTION	\$478,560	\$8.71
8	OPENINGS	\$1,935,520	\$35.22
9	FINISHES	\$1,792,160	\$32.61
10	SPECIALTIES	\$274,800	\$5.00
11	EQUIPMENT	\$600,000	\$10.92
12	FURNISHINGS	\$491,760	\$8.95
13	SPECIAL CONSTRUCTION	\$400,000	\$7.28
14	CONVEYING	\$285,000	\$5.19
21	FIRE SUPPRESION TOTAL	\$493,200	\$8.97
22	PLUMBING	\$1,425,120	\$25.93
23	MECHANICAL	\$3,729,600	\$67.86
26	ELECTRIC	\$2,746,560	\$49.97
27	COMMUNICATIONS TOTAL	\$549,600	\$10.00
28	ELECTRONIC SAFETY & SECURITY TOTAL	\$989,280	\$18.00
31	EARTHWORK	\$363,200	\$6.61
32	EXTERIOR IMPROVEMENTS	\$1,225,680	\$22.30
33	UTILITIES	\$335,000	\$6.10
SUBTOTAL HARD CONSTRUCTION COSTS		\$25,281,200	\$459.99
	DESIGN AND CONSTRUCTION CONTINGENCY	\$2,528,120	\$46.00
	ENVIRONMENTAL DESIGN REMEDIATION ALLOWANCE	\$406,950	\$7.40
	ESCALATION	\$758,436	\$13.80
	D/B PROJECT ALLOWANCES	\$225,000	\$4.09
	BONDS, INSURANCE, GENERAL CONDITIONS & FEES	\$2,914,733	\$53.03
TOTAL CONSTRUCTION COSTS		\$32,114,439	\$584.32
	FF&E DESIGN & PROCUREMENT ALLOWANCE	\$813,900	\$14.81
	A/E DESIGN FEES	\$1,692,576	\$30.80
	PERMIT, CE, TESTING & OTHER SOFT COSTS	\$155,000	\$2.82
TOTAL SOFT COSTS		\$2,661,476	\$48.43
TOTAL PROJECT (HARD+ SOFT) COSTS		\$34,775,915	\$632.75

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Renovation Estimate Summary



2/12/2026

TOTAL BUILDING SQUARE FOOTAGE:		36,800	SF
Div.	Item	Total	Cost Per/SF
2	SITE DEMO AND ENABLING WORK	\$0	\$0.00
3	CONCRETE	\$0	\$0.00
4	MASONRY	\$228,800	\$6.22
5	METALS	\$441,600	\$12.00
6	WOODS, PLASTICS AND COMPOSITES	\$809,600	\$22.00
7	THERMAL AND MOISTURE PROTECTION	\$36,800	\$1.00
8	OPENINGS	\$809,600	\$22.00
9	FINISHES	\$956,800	\$26.00
10	SPECIALTIES	\$184,000	\$5.00
11	EQUIPMENT	In Addition Estimate	
12	FURNISHINGS	\$110,400	\$3.00
13	SPECIAL CONSTRUCTION	In Addition Estimate	
14	CONVEYING	\$35,000	\$0.95
21	FIRE SUPPRESION TOTAL	\$220,800	\$6.00
22	PLUMBING	\$662,400	\$18.00
23	MECHANICAL	\$1,913,600	\$52.00
26	ELECTRIC	\$1,729,600	\$47.00
27	COMMUNICATIONS TOTAL	In Addition Estimate	
28	ELECTRONIC SAFETY & SECURITY TOTAL	In Addition Estimate	
31	EARTHWORK	In Addition Estimate	
32	EXTERIOR IMPROVEMENTS	In Addition Estimate	
33	UTILITIES	In Addition Estimate	
SUBTOTAL HARD CONSTRUCTION COSTS		\$8,139,000	\$221.17
	DESIGN AND CONSTRUCTION CONTINGENCY	\$813,900	\$22.12
	ENVIRONMENTAL DESIGN REMEDIATION ALLOWANCE	\$406,950	\$11.06
	ESCALATION	\$244,170	\$6.64
	D/B PROJECT ALLOWANCES	\$100,000	\$2.72
	BONDS, INSURANCE, GENERAL CONDITIONS & FEES	\$1,011,784	\$27.49
TOTAL CONSTRUCTION COSTS		\$10,715,804	\$291.19
	FF&E DESIGN & PROCUREMENT ALLOWANCE	\$813,900	\$22.12
	A/E DESIGN FEES	\$544,906	\$14.81
	3D BUILDING SCAN	\$45,000	\$1.22
TOTAL SOFT COSTS		\$1,403,806	\$38.15
TOTAL PROJECT (HARD+ SOFT) COSTS		\$12,119,610	\$329.34

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Renovation Estimate Detail



2/12/2026

Building SF:		Existing:	36,800	SF			
BY:	BK	TOTAL SF:	36,800	SF			
DESCRIPTION			QTY	U/M	Material	Total	PER SF
DIV 2 - SITE DEMO AND ENABLING WORK							
02410	Site Demolition/Enabling						
	In Addition Budget					\$0.00	\$0.00
Sub Total:						\$0.00	\$0.00
DIV 2 - SITE DEMO & ENABLING WORK TOTAL						\$0.00	\$0.00
DIV 3 - CONCRETE							
03310	Structural Concrete						
	Basement foundation repairs - In Addition Budget					\$0	\$0.00
Sub Total:						\$0	\$0.00
DIV 3 - CONCRETE TOTAL						\$0	\$0.00
DIV 4 - MASONRY							
04000	Masonry						
	Exterior brick tuck-pointing	28,600	SF	\$8.00	\$228,800	\$6.22	
Sub Total:						\$228,800	\$6.22
DIV 4 - MASONRY TOTAL						\$228,800	\$6.22
DIV 5 - METALS							
05100	Structural Steel Framing						
	Structural steel for addition	36,800	SF	\$12.00	\$441,600	\$12.00	
Sub Total:						\$441,600	\$12.00
DIV 5 - METALS TOTAL						\$441,600	\$12.00
DIV 6 - WOODS, PLASTICS AND COMPOSITES							
06000	Carpentry						
	LGMF & DW, Interior millwork, casework for offices/depts., p.laminates in public areas	36,800	SF	\$22.00	\$809,600	\$22.00	
Sub Total:						\$809,600	\$22.00
DIV 6 - WOODS TOTAL						\$809,600	\$22.00
DIV 7 - THERMAL AND MOISTURE PROTECTION							
07100	Damp Proofing						
	Roof maintenance	36,800	SF	\$1.00	\$36,800	\$1.00	
Sub Total:						\$36,800	\$1.00
DIV 7 - THERMAL AND MOISTURE TOTAL						\$36,800	\$1.00
DIV 8 - OPENINGS							
08100	Doors						
	Replacement of all exterior glazing/doors, interior doors in secure zones	36,800	SF	\$22.00	\$809,600	\$22.00	
Sub Total:						\$809,600	\$22.00
DIV 8 - OPENINGS TOTAL						\$809,600	\$22.00
DIV 9 - FINISHES							

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Renovation Estimate Detail



2/12/2026

Building SF:		Existing:	36,800	SF			
BY:	BK	TOTAL SF:	36,800	SF			
DESCRIPTION			QTY	U/M	Material	Total	PER SF
09500	Interior finishes/furnishings (ADA restrooms, walls/floors/ceilings)		36,800	SF	\$26.00	\$956,800	\$26.00
Sub Total:						\$956,800	\$26.00
DIV 9 - FINISHES TOTAL						\$956,800	\$26.00
DIV 10 - SPECIALTIES							
01000	Signage, toilet partitions, fire extinguishers, access control hardware.		36,800	SF	\$5.00	\$184,000	\$5.00
Sub Total:						\$184,000	\$5.00
DIV 10 - SPECIALTIES TOTAL						\$184,000	\$5.00
DIV 11 - EQUIPMENT							
01100	In FF&E Allowance					\$0.00	\$0.00
Sub Total:						\$0.00	\$0.00
DIV 11 - EQUIPMENT TOTAL						\$0.00	\$0.00
DIV 12 - FURNISHINGS							
01200	Existing office cabinetry & countertop furnishings for admin/police depts. & built-ins		36,800	SF	\$3.00	\$110,400	\$3.00
Sub Total:						\$110,400	\$3.00
DIV 12 - FURNISHINGS TOTAL						\$110,400	\$3.00
DIV 13 - SPECIAL CONSTRUCTION							
01300	Temp Office Provisions In Addition Budget					\$0.00	\$0.00
Sub Total:						\$0.00	\$0.00
DIV 13 -SPECIAL CONSTRUCTION TOTAL						\$0.00	\$0.00
DIV 14 - CONVEYING							
01400	Existing elevator updated		1	ALLOW	\$35,000	\$35,000	\$0.95
Sub Total						\$35,000	\$0.95
DIV 14 - CONVEYING TOTAL						\$35,000	\$0.95
DIV 21 - FIRE SUPPRESSION							
02100	Fire alarm replacement (addressable panel), sprinkler eval/replace/expand		36,800	SF	\$6.00	\$220,800	\$6.00
Sub Total:						\$220,800	\$6.00
DIV 21 - FIRE SUPPRESION TOTAL						\$220,800	\$6.00
DIV 22 - PLUMBING							
02200	Full interior/exterior sanitary/water replacement, restroom fixtures (ADA), detention plumbing		36,800	SF	\$18.00	\$662,400	\$18.00
Sub Total:						\$662,400	\$18.00

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Renovation Estimate Detail



2/12/2026

Building SF:		Existing:	36,800	SF			
BY:	BK	TOTAL SF:	36,800	SF			
DESCRIPTION			QTY	U/M	Material	Total	PER SF
DIV 22 - PLUMBING TOTAL						\$662,400	\$18.00
DIV 23 - MECHANICAL							
02300	Full HVAC replacement (RTU's, VRF, DOAS, MAU's & Exhaust), BACnet controls	36,800	SF	\$52.00	\$1,913,600	\$52.00	
Sub Total:					\$1,913,600	\$52.00	
DIV 23 - MECHANICAL TOTAL					\$1,913,600	\$52.00	
DIV 26 - ELECTRIC							
02600	Full service/switchboard/panels replacement, lighting, generators, receptacles	36,800	SF	\$47.00	\$1,729,600	\$47.00	
Sub Total:					\$1,729,600	\$47.00	
DIV 26 - ELECTRIC TOTAL					\$1,729,600	\$47.00	
DIV 27 - COMMUNICATIONS							
02700	In Addition Budget				\$0.00	\$0.00	
Sub Total:					\$0.00	\$0.00	
DIV 27 - COMMUNICATIONS TOTAL					\$0.00	\$0.00	
DIV 28 - ELECTRONIC SAFETY & SECURITY							
02800	In Addition Budget				\$0.00	\$0.00	
Sub Total:					\$0.00	\$0.00	
DIV 28 - ELECTRONIC SAFETY & SECURITY TOTAL					\$0.00	\$0.00	
DIV 31 - EARTHWORK							
03100	In Addition Budget				\$0.00	\$0.00	
Sub Total:					\$0.00	\$0.00	
DIV 31-EARTHWORK TOTAL					\$0.00	\$0.00	
DIV 32 - EXTERIOR IMPROVEMENTS							
03200	In Addition Budget				\$0.00	\$0.00	
Sub Total:					\$0.00	\$0.00	
DIV 32-EXTERIOR IMPROVEMENTS TOTAL					\$0.00	\$0.00	
DIV 33 - UTILITIES							
03300	In Addition Budget				\$0.00	\$0.00	
Sub Total:					\$0.00	\$0.00	
DIV 33-UTILITIES TOTAL					\$0.00	\$0.00	
SUB-TOTAL CONSTRUCTION COST					\$8,139,000	\$221.17	
DESIGN AND CONSTRUCTION CONTINGENCY					\$813,900	10%	
ENVIRONMENTAL DESIGN, TESTING & REMEDIATION ALLOWANCE					\$406,950	5.0%	
ESCALATION					\$244,170	3.0%	
D/B ALLOWANCES:							
Expediting & Premium Time					\$25,000		

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Renovation Estimate Detail



2/12/2026

Building SF:		Existing:	36,800	SF			
BY:	BK	TOTAL SF:	36,800	SF			
DESCRIPTION		QTY	U/M	Material	Total	PER SF	
Existing Conditions & MEP Conflicts					\$75,000		
ESCALATION, CONTINGENCY AND ALLOWANCES					\$1,565,020	\$42.53	
GENERAL CONDITIONS, INSURANCE, BONDS & FEES							
GENERAL CONDITIONS & GENERAL REQUIREMENTS					\$488,340	6.0%	
INSURANCE					\$86,635	0.85%	
BONDS					\$102,790	1.0%	
DESIGN BUILDER FEE					\$285,499	2.75%	
PRECONSTRUCTION					\$48,520	0.5%	
SUBTOTAL GC's, BONDS, INSURANCE & FEES					\$1,011,784	\$27.49	
TOTAL HARD COST					\$10,715,804	\$291.19	
SOFT COSTS							
FF&E ALLOWANCE					\$813,900	10.0%	
AE DESIGN FEES					\$544,906	6.50%	
SOFT COSTS/OTHER FEES:							
	Permits				Inc. In Addition		
	3D Building Scan				\$45,000		
	Soil Borings				Inc. In Addition		
TOTAL SOFT COST					\$1,403,806	\$38.15	
TOTAL PROJECT (HARD+ SOFT) COSTS					\$12,119,610	\$329.34	

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Summary



2/12/2026

TOTAL BUILDING SQUARE FOOTAGE:		18,160	SF
Div.	Item	Total	Cost Per/SF
2	SITE DEMO AND ENABLING WORK	\$512,320	\$28.21
3	CONCRETE	\$1,244,480	\$68.53
4	MASONRY	\$2,640,000	\$145.37
5	METALS	\$708,240	\$39.00
6	WOODS, PLASTICS AND COMPOSITES	\$581,120	\$32.00
7	THERMAL AND MOISTURE PROTECTION	\$441,760	\$24.33
8	OPENINGS	\$1,125,920	\$62.00
9	FINISHES	\$835,360	\$46.00
10	SPECIALTIES	\$90,800	\$5.00
11	EQUIPMENT (Gun Range)	\$600,000	\$33.04
12	CASEWORK & FURNISHINGS	\$381,360	\$21.00
13	SPECIAL CONSTRUCTION	\$400,000	\$22.03
14	CONVEYING	\$250,000	\$13.77
21	FIRE SUPPRESION	\$272,400	\$15.00
22	PLUMBING	\$762,720	\$42.00
23	MECHANICAL	\$1,816,000	\$100.00
26	ELECTRIC	\$1,016,960	\$56.00
27	COMMUNICATIONS	\$549,600	\$30.26
28	ELECTRONIC SAFETY & SECURITY	\$989,280	\$54.48
31	EARTHWORK	\$363,200	\$20.00
32	EXTERIOR IMPROVEMENTS	\$1,225,680	\$67.49
33	UTILITIES	\$335,000	\$18.45
SUBTOTAL HARD CONSTRUCTION COSTS		\$17,142,200	\$943.95
	DESIGN AND CONSTRUCTION CONTINGENCY	\$1,714,220	\$94.40
	ENVIRONMENTAL DESIGN REMEDIATION ALLOWANCE	Allowance in Renovation	
	ESCALATION	\$514,266	\$28.32
	D/B PROJECT ALLOWANCES	\$125,000	\$6.88
	BONDS, INSURANCE, GENERAL CONDITIONS & FEES	\$1,902,949	\$104.79
TOTAL CONSTRUCTION COSTS		\$21,398,635	\$1,178.34
	FF&E DESIGN & PROCUREMENT ALLOWANCE	Allowance in Renovation	
	A/E DESIGN FEES	\$1,147,670	\$63.20
	PERMIT, CE, TESTING & OTHER SOFT COSTS	\$155,000	\$8.54
TOTAL SOFT COSTS		\$1,302,670	\$71.73
TOTAL PROJECT (HARD+ SOFT) COSTS		\$22,701,305	\$1,250.07

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Detail



2/12/2026

Building SF:		New Addition:	18,160	SF			
BY:	BK	TOTAL SF:	18,160	SF			
DESCRIPTION			QTY	U/M	Material	Total	PER SF
DIV 2 - SITE DEMO AND ENABLING WORK							
02410	Site Demolition/Enabling						
	Site clearing & enabling		18,160	SF	\$12.00	\$217,920	\$12.00
	Building demo, rotunda, & vestibules, Interior demo, remediation, courtyard pool removal, concrete cutting, pavement removal		36,800	SF	\$8.00	\$294,400	\$16.21
Sub Total:						\$512,320	\$28.21
DIV 2 - SITE DEMO AND ENABLING WORK TOTAL						\$512,320	\$28.21
DIV 3 - CONCRETE							
03310	Structural Concrete						
	New addition footings/slabs, parking lot concrete elements		18,160	SF	\$28.00	\$508,480	\$28.00
	Basement foundation repairs		36,800	SF	\$20.00	\$736,000	\$40.53
Sub Total:						\$1,244,480	\$68.53
DIV 3 - CONCRETE TOTAL						\$1,244,480	\$68.53
DIV 4 - MASONRY							
04000	Masonry						
	Exterior brick & CMU @ new addition		55,000	SF	\$48.00	\$2,640,000	\$145.37
Sub Total:						\$2,640,000	\$145.37
DIV 4 - MASONRY TOTAL						\$2,640,000	\$145.37
DIV 5 - METALS							
05100	Structural Steel Framing						
	Structural steel for addition, metal in secure areas (sallyport, cells)		18,160	SF	\$39.00	\$708,240	\$39.00
Sub Total:						\$708,240	\$39.00
DIV 5 - METALS TOTAL						\$708,240	\$39.00
DIV 6 - WOODS, PLASTICS AND COMPOSITES							
06000	Carpentry						
	Interior millwork, casework for offices/depts., plastic laminates in public areas		18,160	SF	\$32	\$581,120	\$32.00
Sub Total:						\$581,120	\$32.00
DIV 6 - WOODS TOTAL						\$581,120	\$32.00
DIV 7 - THERMAL AND MOISTURE PROTECTION							
07100	Damp Proofing						
	New addition roofing		22,060	SF	\$14.00	\$308,840	\$17.01
	Drain Tile Replacement		563	LF	\$40.00	\$22,520	\$1.24

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Detail



2/12/2026

Building SF:		New Addition:	18,160	SF			
BY:	BK	TOTAL SF:	18,160	SF			
DESCRIPTION			QTY	U/M	Material	Total	PER SF
	Foundation leak & repair, waterproofing for groundwater intrusion		36,800	SF	\$3.00	\$110,400	\$6.08
Sub Total:						\$441,760	\$24.33
DIV 7 - THERMAL AND MOISTURE TOTAL						\$441,760	\$24.33
DIV 8 - OPENINGS							
08100	Doors						
	Replacement of all exterior glazing/doors (interior doors in secure zones)		18,160	SF	\$62.00	\$1,125,920	\$62.00
Sub Total:						\$1,125,920	\$62.00
DIV 8 - OPENINGS TOTAL						\$1,125,920	\$62.00
DIV 9 - FINISHES							
09500	New Addition Interior finishes(ADA restrooms, walls/floors/ceilings)		18,160	SF	\$46.00	\$835,360	\$46.00
Sub Total:						\$835,360	\$46.00
DIV 9 - FINISHES TOTAL						\$835,360	\$46.00
DIV 10 - SPECIALTIES							
01000	Signage, toilet partitions, fire extinguishers, access control hardware		18,160	SF	\$5.00	\$90,800	\$5.00
Sub Total:						\$90,800	\$5.00
DIV 10 - SPECIALTIES TOTAL						\$90,800	\$5.00
DIV 11 - EQUIPMENT							
01100	Gun Range Equipment (bullet trap, kitchen/laundry equip)		1	ALLOW	\$600,000	\$600,000	\$33.04
Sub Total:						\$600,000	\$33.04
DIV 11 - EQUIPMENT TOTAL						\$600,000	\$33.04
DIV 12 - FURNISHINGS							
01200	New Addition Office Cabinetry & Countertop furnishings for admin/police depts., built-ins for lobby/board room		18,160	SF	\$21.00	\$381,360	\$21.00
Sub Total:						\$381,360	\$21.00
DIV 12 - FURNISHINGS TOTAL						\$381,360	\$21.00
DIV 13 - SPECIAL CONSTRUCTION							
01300	Temporary facilities for operations/phasing		1	ALLOW	\$400,000	\$400,000	\$22.03
	*See Qualifications						

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Detail



2/12/2026

Building SF:		New Addition:	18,160	SF			
BY:	BK	TOTAL SF:	18,160	SF			
DESCRIPTION			QTY	U/M	Material	Total	PER SF
Sub Total:						\$400,000	\$22.03
DIV 13 - SPECIAL CONSTRUCTION TOTAL						\$400,000	\$22.03
DIV 14 - CONVEYING							
01400	New Elevator Relocation		1	ALLOW	\$250,000	\$250,000	\$13.77
Sub Total:						\$250,000	\$13.77
DIV 14 - CONVEYING TOTAL						\$250,000	\$13.77
DIV 21 - FIRE SUPPRESSION							
02100	Fire alarm replacement (addressable panel), sprinkler eval/replace/expand		18,160	SF	\$15.00	\$272,400	\$15.00
Sub Total:						\$272,400	\$15.00
DIV 21 - FIRE SUPPRESION TOTAL						\$272,400	\$15.00
DIV 22 - PLUMBING							
02200	Full interior/exterior sanitary/water replacement, restroom fixtures (ADA), detention plumbing.		18,160	SF	\$42.00	\$762,720	\$42.00
Sub Total:						\$762,720	\$42.00
DIV 22 - PLUMBING TOTAL						\$762,720	\$42.00
DIV 23 - MECHANICAL							
02300	Full HVAC replacement (RTU's, VRF, DOAS, MAU's & Exhaust), BACnet controls		18,160	SF	\$100.00	\$1,816,000	\$100.00
Sub Total:						\$1,816,000	\$100.00
DIV 23 - MECHANICAL TOTAL						\$1,816,000	\$100.00
DIV 26 - ELECTRIC							
02600	Switchboard/panels replacement, lighting, generators, receptacles		18,160	SF	\$56.00	\$1,016,960	\$56.00
Sub Total:						\$1,016,960	\$56.00
DIV 26 - ELECTRIC TOTAL						\$1,016,960	\$56.00
DIV 27 - COMMUNICATIONS							
02700	IT network, MDF/IDF rooms (UPS, cooling, racks), telecom equipment		54,960	SF	\$10.00	\$549,600	\$30.26
Sub Total:						\$549,600	\$30.26
DIV 27 - COMMUNICATIONS TOTAL						\$549,600	\$30.26
DIV 28 - ELECTRONIC SAFETY & SECURITY							

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Detail



2/12/2026

Building SF:		New Addition:	18,160	SF			
BY:	BK	TOTAL SF:	18,160	SF			
DESCRIPTION			QTY	U/M	Material	Total	PER SF
02800	Security/access, video surveillance, fencing/gates for police parking		54,960	SF	\$18.00	\$989,280	\$54.48
Sub Total:						\$989,280	\$54.48
DIV 28 - ELECTRONIC SAFETY & SECURITY TOTAL						\$989,280	\$54.48
DIV 31 - EARTHWORK							
03100	Site excavation for addition		18,160	SF	\$20.00	\$363,200	\$20.00
Sub Total:						\$363,200	\$20.00
DIV 31-EARTHWORK TOTAL						\$363,200	\$20.00
DIV 32 - EXTERIOR IMPROVEMENTS							
03200	New Addition Space & Fencing		18,160	SF	\$8.00	\$145,280	\$8.00
03200	Landscape		1	ALLOW	\$50,000	\$50,000	\$2.75
03200	Parking lot repave & expansion, lighting (ADA/stormwater), common space reno, fencing		36,800	SF	\$28.00	\$1,030,400	\$56.74
Sub Total:						\$1,225,680	\$67.49
DIV 32-EXTERIOR IMPROVEMENTS TOTAL						\$1,225,680	\$67.49
DIV 33 - UTILITIES							
03300	Secondary water/sanitary services, exterior utility connections		1	ALLOW	\$335,000	\$335,000	\$18.45
Sub Total:						\$335,000	\$18.45
DIV 33-UTILITIES TOTAL						\$335,000	\$18.45
SUB-TOTAL HARD CONSTRUCTION COST						\$17,142,200	\$944
DESIGN AND CONSTRUCTION CONTINGENCY						\$1,714,220	10.0%
ESCALATION						\$514,266	3.0%
D/B ALLOWANCES:							
Unsuitable Soils						\$100,000	
Expediting & Premium Time						\$25,000	
SUBTOTAL ESCALATION, CONTINGENCY & ALLOWANCES						\$2,353,486	\$130
GENERAL CONDITIONS, INSURANCE, BONDS & FEES							
GENERAL CONDITIONS & REQUIREMENTS						\$857,110	5.0%
INSURANCE						\$172,999	0.85%
BONDS						\$205,258	1.0%
DESIGN BUILDER FEE						\$570,104	2.75%
PRECONSTRUCTION						\$97,478	0.50%
SUBTOTAL GC's, BONDS, INSURANCE & FEES						\$1,902,949	\$105
TOTAL HARD COST						\$21,398,635	\$1,178
SOFT COSTS							
FF&E ALLOWANCE						Inc. in Renovation	
AE DESIGN FEES						\$1,147,670	6.50%

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Addition Estimate Detail



2/12/2026

Building SF:	New Addition:	18,160	SF			
BY: BK	TOTAL SF:	18,160	SF			
DESCRIPTION		QTY	U/M	Material	Total	PER SF
SOFT COSTS/OTHER FEES:						
Permits					\$15,000	
Civil / Survey					\$55,000	
Testing & Reimbursables					\$75,000	
Soil Borings					\$10,000	
TOTAL SOFT COST					\$1,302,670	\$72
TOTAL PROJECT (HARD+ SOFT) COSTS					\$22,701,305	\$1,250

Village of Carpentersville
Village Hall & Police Department Addition & Renovations
Clarifications & Exclusions

2/12/2026



#	Clarifications & Exclusions
1	The Following Contingencies are included: 10% overall contingency that will be available for design and construction A 5% of the Renovation hard costs contingency specific for Environmental Remediation & Design, Testing is included in the budget
2	A 5% of the Renovation hard costs FF&E design & procurement allowance has been included.
3	The following additional allowances are included: Permits - \$15,000 Unsuitable Soils - \$100,000 Expediting and Premium Time - \$50,000 Existing Conditions & MEP Conflicts - \$75,000 Landscape Budget - \$50,000
4	Budget assumes that existing parking lots that remain shall be milled and overlaid only
5	Budget assumes 3,000 psi soil bearing for standard spread footings
6	Budget assumes leaving all spoils on site to create berms
7	Budget assumes that the storm water management for the project will be accommodated by utilizing the site and the basins will be shallow excavations and be dry bottom basins
8	Budget assumes that the existing utilities at the property line (sanitary, storm sewer, water, gas & power) are all sufficient for the project and the system contemplated for design. Budget assumes gas service & power are sufficient and are to remain
9	The budget for the fire suppression system assumes adequate water pressure exists and no fire pump will be required. Sprinklers will be designed to meet all relevant codes
10	Budget assumes that the existing EPDM roof installed in 2017 is still under warranty, and thus will remain
11	It is recommended that \$75,000 AV & IT Equipment shall be part of the FF&E Allowance
12	Mechanical System will be a combination of Packaged RTU for the Range & Sally Port, Evidence Storage, VRF System with DOAS for the remaining areas of the Building
13	W/MBE requirements are excluded. Cordogan Clark always makes best efforts to engage W/MBE firms
14	A allowance for temporary offices rent or temporary trailers of \$400,000 is included. More information available upon request
15	A 3% construction cost escalation factor is included. Should construction escalation exceed this factor as defined by regional construction escalation monitoring sources, then budget shall adjust accordingly
16	The Design Builder has priced the design to reflect normal material quality and systems quality as seen in other Police & Village Hall projects (Sugar Grove, Lake Forest & Yorkville).
17	All site spoils will remain on site and be used to create berms to buffer the project from the neighbors
18	The Design/Builder shall endeavor to work with the Village to design to the \$33M to \$38M Budget
19	Budget assumes that the zoning in place will be sufficient and that NO additional zoning process is needed
20	Budget assumes that the Owner will remove and store (any reused) furniture from the premises



VILLAGE OF CARPENTERSVILLE
1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President

John Skillman

Village Clerk

Caryn Minor

Village Manager

Brad Stewart

Village Trustees

Jeff Frost

Jim Malone

Humberto Garcia

Dickie Abbott

Sam Gupta

Josephine Maniscalco

BOARD REPORT

TO: Village President and Board of Trustees

FROM: Matt Dabrowski, Director of Community Development

DATE: February 17, 2026

RE: An Ordinance approving an amendment to Title 16 (Zoning), Chapter 16.16 (Commercial Districts), Section 16.16.040.J., (Supplemental Review Standards), and Title 16 (Zoning), Chapter 16.17 (Manufacturing Districts), Section 16.17.030.C., (Supplemental Review Standards) to limit the number of Adult Use Cannabis Dispensing Organizations within the Village

BACKGROUND

As part of the continued effort to thoughtfully manage land use and business development within the Village of Carpentersville, staff is recommending an amendment to Title 16 (Zoning) to establish a limit on the total number of permitted cannabis dispensing organizations allowed within the Village.

Currently, there is no specific numerical limit set for cannabis dispensaries. However, to ensure responsible growth, avoid over-concentration, and maintain a balanced distribution of this unique and highly regulated land use across the community, staff proposes limiting the total number of cannabis dispensing facilities to three (3), with only one (1) having street frontage along each of the three primary commercial corridor (Illinois Route 25, Illinois Route 31, and Randall Road) within the Village.

This strategic distribution is aimed at preventing the oversaturation of dispensaries within close proximity to each other, while still allowing access across the Village's key traffic corridors. This approach also aligns with broader planning goals related to fiscal policy, traffic flow, public perception, and equitable access to services without oversaturating any single area. Furthermore, this proposed limitation and geographic distribution not only maintains a free-market philosophy and competition, but it also supports a balanced and well-regulated cannabis market within Carpentersville and will serve the best interests of both the community and potential business operators.

ANALYSIS

The proposed request would amend the following code sections.

Title 16, Chapter 16.16, Section 16.16.040.J., as follows:

10. The maximum number of adult-use cannabis dispensing organizations in the Village of Carpentersville shall be limited to three (3), with only one (1) having street frontage along Illinois State Route 25 in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts, only one (1) having street frontage along Illinois Route 31 in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts, and only one (1) having street frontage along Randall Road in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts.

Title 16, Chapter 16.17, Section 16.17.030.C., as follows:

9. The maximum number of adult-use cannabis dispensing organizations in the Village of Carpentersville shall be limited to three (3), with only one (1) having street frontage along Illinois State Route 25 in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts, only one (1) having street frontage along Illinois Route 31 in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts, and only one (1) having street frontage along Randall Road in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts.

It's important to note that the Planning and Zoning Commission considered said request and recommended against the proposed amendment at the October 23, 2025 public hearing. However, for reasons stated within this board report, staff is moving the proposed amendment forward for final action by the Village Board.

DEPARTMENT RECOMMENDATION

It is the recommendation of the Department of Community Development that the Village Board approve an Ordinance amending Title 16 (Zoning), Chapter 16.16, Section 16.16.040 (Supplemental Review Standards for Commercial Districts) and Chapter 16.17, Section 16.17.030 (Supplemental Review Standards for Manufacturing Districts) to limit the total number of cannabis dispensing organizations within the Village to three (3), with only one (1) having street frontage along Illinois State Route 25, in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts, with only one (1) having street frontage along Illinois State Route 31, in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts, and with only one (1) having street frontage along Randall Road in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts.

ORDINANCE 26-_____

AN ORDINANCE AMENDING TITLE 16 (ZONING), CHAPTER 16.16 (COMMERCIAL DISTRICTS), SECTION 16.16.040.J. (SUPPLEMENTAL REVIEW STANDARDS), AND TITLE 16 (ZONING), CHAPTER 16.17 (MANUFACTURING DISTRICTS), SECTION 16.17.030.C. (SUPPLEMENTAL REVIEW STANDARDS), TO LIMIT THE NUMBER OF ADULT USE CANNABIS DISPENSING ORGANIZATIONS WITHIN THE VILLAGE

WHEREAS, the Village of Carpentersville (“the Village”), Kane County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois as follows:

SECTION 1: The preambles of this Ordinance are incorporated, as if fully restated herein.

SECTION 2: That Sections 16.16.040.J., and 16.17.030.C., of Title 16 (Zoning), Chapters 16.16 (Commercial Districts) and 16.17 (Manufacturing Districts) of the Carpentersville Municipal Code regarding supplemental review standards shall be amended to read as follows (text to be added are in bold and underlined, while stricken through text shall be deleted), without impacting the other provisions:

Title 16, Chapter 16.16, Section 16.16.040.J., shall include the following text:

10. The maximum number of adult-use cannabis dispensing organizations in the Village of Carpentersville shall be limited to three (3), with only one (1) having street frontage along Illinois State Route 25 in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts, only one (1) having street frontage along Illinois Route 31 in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts, and only one (1) having street frontage along Randall Road in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts.

Title 16, Chapter 16.17, Section 16.17.030.C., shall include the following text:

9. The maximum number of adult-use cannabis dispensing organizations in the Village of Carpentersville shall be limited to three (3), with only one (1) having street frontage along Illinois State Route 25 in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts, only one (1) having street frontage along Illinois Route 31 in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts, and only one (1) having street frontage along Randall Road in either the C-2, C-2-A, M-1, M-1-A, or M-2 zoning districts.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this ___ day of _____, 2026, by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Jeff Frost	_____	_____	_____	_____
Trustee Jim Malone	_____	_____	_____	_____
Trustee Humberto Garcia	_____	_____	_____	_____
Trustee Dickie Abbott	_____	_____	_____	_____
Trustee Sam Gupta	_____	_____	_____	_____
Trustee Jo Maniscalco	_____	_____	_____	_____
President John Skillman	_____	_____	_____	_____

APPROVED THIS ___ DAY OF _____, 2026.

Village President, John Skillman

(SEAL)

ATTEST: _____
Village Clerk, Caryn Minor

Published: _____

CERTIFICATION

I, Caryn Minor, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Carpentersville, Kane County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Carpentersville.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Carpentersville, held on the __ day of _____, 2026, the foregoing Ordinance entitled ***An Ordinance Amending Title 16 (Zoning), Chapter 16.16 (Commercial Districts), Section 16.16.040.J. (Supplemental Review Standards), and Title 16 (Zoning), Chapter 16.17 (Manufacturing Districts), Section 16.17.030.C (Supplemental Review Standards) to limit the number of Adult Use Cannabis Dispensing Organizations within the Village,*** as duly passed by the President and Board of Trustees of the Village of Carpentersville.

The pamphlet form of Ordinance No. 26-____, including the Ordinance was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the _____ day of _____, 2026, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of Carpentersville this ____ day of _____, 2026.

Caryn Minor, Village Clerk
Village of Carpentersville
Kane County, Illinois

(SEAL)



VILLAGE OF CARPENTERSVILLE
1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President

John Skillman

Village Clerk

Caryn Minor

Village Manager

Brad Stewart

Village Trustees

Jeff Frost

Jim Malone

Humberto Garcia

Dickie Abbott

Sam Gupta

Josephine Maniscalco

BOARD REPORT

TO: Village President and Board of Trustees

FROM: Matt Dabrowski, Director of Community Development

DATE: February 17, 2026

RE: A RESOLUTION APPROVING AN AGREEMENT FOR PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE RIVERFRONT PARK WESTERN SITE/CIVIL IMPROVEMENTS WITH HR GREEN, INC. OF MCHENRY, ILLINOIS IN THE AMOUNT OF \$199,402.00

BACKGROUND

On February 3, 2026, the Village Board adopted Resolution #26-15, which awarded the construction contract for the construction of the Riverfront Park Western Site/Civil Improvements to Copenhaver Construction Inc. (CCI), in the amount not to exceed \$2,350,542.70. Since then, Village Staff has scheduled a pre-construction meeting for February 16, 2026, and has issued a building/site improvement permit, to allow CCI to begin construction. Additionally, Staff has received a professional service agreement from HR Green to perform construction observation, oversight, and inspections on behalf of the Village.

ANALYSIS

Staff recommends that HR Green perform the necessary construction observations and inspections for this project, as they are not only skill and experience with these

types of projects, but they also have considerable historical knowledge of the subject site in general and the project in particular. Pursuant to the proposed agreement, the scope of services for this project are as follows:

- Attend pre-construction meeting and construction progress meetings.
- Act as resident construction engineer and coordinate with Village staff.
- Inspection of all materials and submit inspection reports to the Village in accordance with IDOT's "Project Procedures Guide".
- Provide quality control of the construction work in progress and enforcement of the contract provisions, Village standards and the IDOT's Construction Manual.
- Measurement and computation of construction pay items as constructed.
- Maintain a daily record of the Contractor's activities throughout construction including sufficient information to permit verification of the nature and costs of changes in plans and authorized extra work.
- Prepare and submit to the Village all partial and final payment estimates, change orders, records, documentation and reports required by the Village

FISCAL IMPACT

Pursuant to said agreement, the cost for Phase III engineering services is \$199,402.00. According to the approved Riverfront Park budget, the Village has appropriated a total of \$410,000.00 for Phase III Construction Observation, for both the east side parking lot and west side park improvements. These funds are to be drawn from TIF #5 (Old Town TIF District): Phase III Engineering-Riverfront Park.

DEPARTMENT RECOMMENDATION

It is the recommendation of the Department of Community Development that the Village Board of Trustees adopt a Resolution to approve an agreement for Phase III construction engineering services for the Riverfront Park Western Site/Civil Improvements with HR Green, Inc. of McHenry, Illinois in the amount of \$199,402.00.

ATTACHMENTS

Resolution

Attachment A: Professional Services Agreement HRG

RESOLUTION NO. R26-_____

A RESOLUTION APPROVING AN AGREEMENT FOR PHASE III CONSTRUCTION ENGINEERING SERVICES FOR THE RIVERFRONT PARK WESTERN SITE/CIVIL IMPROVEMENTS WITH HR GREEN, INC. OF MCHENRY, ILLINOIS IN THE AMOUNT OF \$199,402.00

WHEREAS, the Village has determined that it is necessary to provide construction engineering services to assist in the construction of the Riverfront Park Western Site/Civil Improvement project within the Village; and

WHEREAS, the Village has selected HR Green, Inc. to provide the Phase III construction engineering services based on their submitted engineering services agreement (“Contract”); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with HR Green, Inc. will serve and be in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois, as follows:

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

SECTION 2: APPROVAL OF CONTRACT. The Contract by and between the Village and HR Green, Inc. is hereby approved in the amount of \$199,402.00, in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager.

SECTION 3: EXECUTION OF CONTRACT. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by HR Green, Inc. provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

Motion made by Trustee _____, seconded by Trustee _____, that the Resolution be adopted.

[Signature Page Follows]

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES, of the Village of Carpentersville, Illinois at a regular meeting thereof held on the ____ day of _____, 2025 pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this ____ day of _____, 2025.

Village President, John Skillman

(SEAL)

ATTEST: _____
Village Clerk, Caryn Minor



PROFESSIONAL SERVICES AGREEMENT

For

Riverfront Park Construction Engineering Services

Matt Dabrowski
Community Development Director
Village of Carpentersville
1200L.W. Besinger Drive
Carpentersville, IL 60110
Ph: 224.293.1641

Adam Borhart, P.E.
HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, IL 60050
Ph: 815.693.8890

Project Number: 2202656.04

January 30, 2026

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 SERVICES BY OTHERS
- 4.0 CLIENT RESPONSIBILITIES
- 5.0 PROFESSIONAL SERVICES FEE
- 6.0 TERMS AND CONDITIONS



THIS **AGREEMENT** is between (Village of Carpentersville) (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

COMPANY will provide CLIENT with construction engineering services in accordance with the Scope of Services noted below.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

COMPANY will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon COMPANY providing the Village with construction observation services for eighteen (18) weeks. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by COMPANY.

A. Start Up

COMPANY will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction.

COMPANY will ensure that the project details, construction timelines and any impacts that the project may create will be coordinated with the CLIENT prior to the start of construction.

COMPANY will mark, measure, and document contract removal pay items prior to the contractor starting work.

COMPANY will meet with businesses to provide detailed project information, HR Green contact information, and the anticipated schedule of when the project may affect specific business.

COMPANY anticipates one Construction Technician will be onsite for approximately forty (40) hours to complete the above noted coordination and construction preparation. A total of forty (40) hours has been allocated to complete the startup of the project.

B. Construction Observation

COMPANY will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COMPANY will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. COMPANY will verify that all materials incorporated into this project are IDOT approved, and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. COMPANY shall keep the CLIENT informed of construction progress and will coordinate construction activities with affected businesses to minimize disruption.

For this eighteen (18) week project, the following personnel and on-site hours are anticipated:

COMPANY anticipates that one Construction Technician will be on site beginning April 1, 2026, 45 hours per week for 18 weeks. Eight hundred ten (810) hours are anticipated for the Construction Technician during the construction phase of this project.

COMPANY anticipates that an Area Manager will be onsite thirty-six (36) hours during the construction.

A total of eight hundred forty-six (846) hours has been allotted for daily field construction observation for this project.

C. Meetings

COMPANY will attend the preconstruction meeting at the CLIENT with the contractor and subcontractors. A total of five (5) hours has been allotted for the Area Manager Construction to attend the preconstruction meeting and to complete the meeting minutes.

D. Administration

COMPANY anticipates approximately thirty-six (36) hours for an Administrative Office Manager and Area Manager to assist with the administration of the project.

COMPANY anticipates approximately forty-five (45) hours for an Sr Project Manager for design coordination during the project.

E. Project Close Out

COMPANY anticipates approximately eighty (80) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punch list, final payment estimate, and final change order.



F. Material Testing

Rubino Engineering will provide the Quality Assurance Material Testing Services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirement.

Disclaimer

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion or the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

3.0 Services by Others

Quality Assurance material testing will be completed by Rubino Engineering.

4.0 Client Responsibilities

None

5.0 Professional Services Fee

5.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

5.2 Invoices

Invoices for COMPANY'S services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.



5.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

5.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

5.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of: \$199,402.

See attached Exhibit A for man-hours, payroll and contract cost.

6.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

6.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

6.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY'S services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

6.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

6.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the



CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

6.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

6.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

6.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

6.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

6.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

6.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

6.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

6.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

6.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

6.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

6.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

6.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

6.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which



must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

6.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

6.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

6.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

6.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

6.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT'S premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

6.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.



6.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

7.27 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

7.28 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Adam Borhart

Adam Borhart, PE

Approved by:

Todd Destree

Printed/Typed Name: Todd Destree, PE, CPESC

Title: Area Manager - Construction Date: 1/30/26

VILLAGE OF CARPENTERSVILLE

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Local Public Agency Riverfront Park	County Kane	Section Number
Consultant / Subconsultant Name HR Green		Job Number 2202646.04

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Start Up			Construction Observation			Meetings			Administration			Project Close Out		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Administrative Office Mana	41.73	18.0	1.71%	0.71									18	22.22%	9.27				
Construction Engineer I	38.03	0.0																	
Construction Engineer II	45.97	0.0																	
Construction Engineer III	61.20	0.0																	
Area Manager - Construct	89.28	59.0	5.61%	5.01				36	4.26%	3.80	5	100.00%	89.28	18	22.22%	19.84			
Construction Technician I	33.48	0.0																	
Construction Technician II	39.27	0.0																	
Construction Technician III	50.05	930.0	88.40%	44.24	40	100.00%	50.05	810	95.74%	47.92						80	100.00%	50.05	
Construction Technician IV	64.22	0.0																	
Sr. Project Manager	85.29	45.0	4.28%	3.65									45	55.56%	47.39				
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TOTALS		1052.0	100%	\$53.61	40.0	100.00%	\$50.05	846.0	100%	\$51.72	5.0	100%	\$89.28	81.0	100%	\$76.50	80.0	100%	\$50.05





VILLAGE OF CARPENTERSVILLE
1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President

John Skillman

Village Clerk

Caryn Minor

Village Manager

Brad Stewart

Village Trustees

Jeff Frost

Jim Malone

Humberto Garcia

Dickie Abbott

Sam Gupta

Josephine Maniscalco

BOARD REPORT

TO: Village President and Board of Trustees

FROM: Nikki Ang, MPA, Public Works Management Analyst

THRU: Kevin R. Gray, PE, CFM, Director of Public Works and Engineering

DATE: February 17, 2026

RE: A RESOLUTION ACCEPTING A PROFESSIONAL SERVICES AGREEMENT FOR PHASE II ENGINEERING DESIGN FOR IMPROVEMENTS TO BOOSTER STATIONS NO. 1 AND NO. 2 AND FOR A REDUNDANT WATER MAIN FEED WITH BAXTER & WOODMAN, INC. IN THE AMOUNT NOT TO EXCEED \$249,800

BACKGROUND

Redundant water sources are constructed as secondary backup water supplies that safeguard the delivery of water services if the primary source fails or is temporarily closed for routine maintenance. Within the past decade, various breaks have occurred on the 16-inch water main located along IL Route 31 causing a disruption in delivering water to customers on the west side of the Village. A loss in services with no redundancy places pressure on Public Works to repair the main hastily so residents are not without water for a long period of time. In extreme circumstances, an alternative is to coordinate with the Villages of West Dundee or Algonquin where the villages are joined by an emergency interconnect to facilitate water transfer from one system to another. While we are thankful for the support, a redundant water source within the

Village would minimize the need to disrupt operations of our neighboring villages, reduce emergency situations, and would be in the best interest of our residents.

Furthermore, discussions with developers of recently annexed properties located on the far northwest add to the benefits of redundancy to the Village's water system in cases of emergencies to secure adequate water for both current neighborhoods and future developments.

ANALYSIS

After analyzing the reoccurring water main breaks on IL Route 31, Staff contacted Baxter & Woodman, Inc. (B&W) on interest to conduct a Phase II Engineering Design for the West Side Redundant Water Main Feed and Improvements at Booster No. 1 and No. 2 (Design). The Design would suggest two alternative routes, approximately 7,500 linear feet in length, for the proposed water transmission main through the Kane County Raceway Woods Forest Preserve and Dundee Township Open Space. In order to provide sufficient water supply, additional components are required for both Booster Stations. Improvements to Booster Station No. 1 include the addition of a fourth pump, a variable frequency drive (VFD) pump system with the removal of the pressure adjusting valves, disinfection chemical switch from chlorine gas to sodium hypochlorite, pump upgrades, and pressure reducing valve (PRV) work. Enhancements to both Booster Station No. 1 and No. 2 include pump replacements and piping modifications.

B&W responded to Staff's request with the following Scope of Services described in the proposal found within Attachment A:

- Project Management (Water Main and Booster Stations Upgrades) such as planning, scheduling, and controlling activities.
- Project Meetings (Water Main and Booster Stations Upgrades) with Staff
 - Acquire necessary data for the design of the Project.
 - Conduct site visits.
 - Arrange meetings with Staff to review Project status and design documents.
- Evaluate up to two alternative alignments for the Water Main portion of the Project, develop conceptual level plans and opinion of probable costs, and discuss alternatives with Staff.
- Survey the Water Main to include a topographic survey of the area, tree survey, field-locates to establish parcel boundaries and/or rights-of-way (ROW), coordinate with Staff for limits of proposed easements, and prepare two plats of survey for the proposed transmission main easements.
- Prepare Final Design and Plan Development (Water Main and Booster Stations Upgrades) of separate CADD Design Documents detailing general scope, extent, and character of construction work to be performed by the Contractor.
- Draft Project Manual (Water Main and Booster Stations Upgrades) for review and approval by the Village with specifications following the format of the Construction Specification Institute.

- Prepare Engineer's Opinion of Probable Cost.
- Conduct Peer and Constructability Reviews.
- Coordinate required Project permits with the appropriate agencies.
- Assist the Village with the bid process.

B&W has participated in various projects for the Village. Most recently having prepared studies for the Village's Water Distribution Model and the Western Utilities for annexed properties bordering the Village's northwest limits, B&W is familiar with the water distribution system and has a full understanding of the requirements needed to complete the Design. Therefore, Staff recommends B&W to continue with Phase II Engineering Design for the booster station improvements and for a redundant water main feed for the west side of the Village. If approved by the Village Board, Staff anticipates design to be completed in 2026.

FISCAL IMPACT

The cost for Phase II Engineering Design is \$249,800. There are sufficient funds budgeted for FY2026 in the amount of \$270,000, which is \$20,200 less than the budgeted amount.

DEPARTMENT RECOMMENDATION

It is the recommendation of the Public Works Department that the Village Board approve a Resolution accepting a Professional Services Agreement for Phase II Engineering Design for Improvements to Booster Stations No. 1 and No. 2 with Baxter & Woodman, Inc. in the amount not to exceed \$249,800.

ATTACHMENTS

Resolution

Attachment A – B&W Proposal

RESOLUTION NO. R26-_____

A RESOLUTION ACCEPTING A PROFESSIONAL SERVICES AGREEMENT FOR PHASE II ENGINEERING DESIGN FOR IMPROVEMENTS TO BOOSTER STATIONS NO. 1 AND NO. 2 AND FOR A REDUNDANT WATER MAIN FEED WITH BAXTER & WOODMAN, INC. IN THE AMOUNT NOT TO EXCEED \$249,800

WHEREAS, redundant water sources are constructed as secondary backup water supplies that safeguard the delivery of water services if the primary source fails or is temporarily closed for routine maintenance; and

WHEREAS, various breaks have occurred on the 16-inch water main located along IL Route 31 causing a disruption in delivering water to customers on the west side of the Village; and

WHEREAS, a redundant water source within the Village would minimize the need to disrupt operations of our neighboring villages, reduce emergency situations, and would be in the best interest of our residents; and

WHEREAS, Baxter & Woodman, Inc. (B&W) has participated in various Village projects and is familiar with the Village's water distribution system; and

WHEREAS, B&W has submitted a proposal with a full understanding of the requirements needed to complete a design for improvements to Booster Stations No. 1 and No. 2 and for a redundant water main feed.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois, as follows:

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

SECTION 2: APPROVAL OF CONTRACT. The Contract by and between the Village and B&W is hereby approved in the amount of \$249,800, in substantially the form attached to this Resolution as **Attachment A**, and in a final form to be approved by the Village Manager.

SECTION 3: EXECUTION OF CONTRACT. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by B&W provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

A Resolution Accepting a Professional Services Agreement for Phase II Engineering Design for Improvements to Booster Stations No. 1 and No. 2 and for a Redundant Water Main Feed with Baxter & Woodman, Inc. in the Amount Not to Exceed \$249,800

Motion made by Trustee _____, seconded by Trustee _____, that the Resolution be adopted.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES, of the Village of Carpentersville, Illinois at a regular meeting thereof held on the ____ day of _____, 2026 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2026.

Village President, John Skillman

(SEAL)

ATTEST: _____
Village Clerk, Caryn Minor

A Resolution Accepting a Professional Services Agreement for Phase II Engineering Design for Improvements to Booster Stations No. 1 and No. 2 and for a Redundant Water Main Feed with Baxter & Woodman, Inc. in the Amount Not to Exceed \$249,800

December 18, 2025

Mr. Kevin Gray, P.E., CFM
Director of Public Works and Engineering
Village of Carpentersville, IL
1075 Tamarac Drive
Carpentersville, IL 60110

Subject: West Side Redundant Water Main Feed and Booster No 1 and 2 Improvements Design

Dear Mr. Gray, P.E., CFM:

The Village is looking to provide a redundant water source to the west pressure zone to provide sufficient water supply and pressure for years to come. Baxter & Woodman (B&W) will analyze up to two (2) alternative routes (approximately 7,500 linear feet in length) through the Kane County Raceway Woods Forest Preserve and Dundee Township Open Space for the proposed water transmission main from Booster Station No. 2 to Sleepy Hollow Road. In addition, improvements will be needed at Booster Station 1 and 2 including pump replacements at Booster Station 2 as well as the addition of a fourth pump, addition of VFDs with the removal of the pressure adjusting valves, disinfection chemical switch from chlorine gas to sodium hypochlorite, pump upgrades and PRV work at Booster Station 1 and multiple piping changes. Our team plans to work concurrently on both a bid package for the transmission main and booster station upgrades while bidding them out separately to allow for specialized contractors to bid on each project.

A design memorandum will be prepared and submitted to the Village for review and discussion. In consultation with Village Staff, B&W will finalize the proposed transmission main alignment for design in 2026 and construction in 2027. Baxter & Woodman, Inc. is pleased to submit the following proposal. This proposal outlines our scope of services and engineering fee.

Scope of Services

SCOPE OF SERVICES

1. PROJECT MANAGEMENT (WATER MAIN AND BOOSTER STATIONS UPGRADES)
 - A. Plan, schedule, and control activities to complete the Project. These activities include budgeting, scheduling, and monitoring the scope of services.
 - B. Submit a monthly status report describing tasks completed the previous month and outlining goals for the subsequent month.

2. PROJECT MEETINGS (WATER MAIN AND BOOSTER STATIONS UPGRADES)
 - A. Attend a virtual kickoff meeting with the Village's project team to establish the design, goals, and schedule to minimize the overall impact to the Village's water system operations.
 - B. Conduct a 3D LIDAR scan of the Booster Station Pump Station interior to acquire the data necessary to construct a CAD/Revit Drawing to be used for the design of the Project.
 - C. Conduct up to one (1) site visits with Village staff to review design parameters during the Project.
 - D. Conduct up to eight (8) additional virtual meetings with Village staff to review project status and design documents.
 - E. Conduct two (2) design meetings with Village staff (Transmission Main)
3. ALTERNATIVES ANALYSIS (WATER MAIN)
 - A. Evaluate up to two (2) alternative alignments for the proposed transmission main through the Forest Preserve and Dundee Township Properties from Booster Station No. 2 to Sleepy Hollow Road.
 - 1) Develop conceptual level plans and opinion of probable costs.
 - 2) Discuss alternatives with Village staff.
4. SURVEY (WATER MAIN)
 - A. Once the preferred transmission main alignment has been determined, perform a topographic survey within the project limits including driveways, cross culverts, cross streets, and major utility crossings utilizing conventional topographic survey. The limits of the survey will be 25 feet on each side of the centerline of the proposed transmission main alignment through the Forest Preserve and Township properties and five feet beyond public ROW's. Set project control and benchmarks at a frequency/spacing sufficient to establish control for construction staking. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
 - B. Conduct a survey of trees exceeding six inches in diameter within the project corridor described above that includes size, species, and condition. The tree survey will extend 20 feet outside of existing road Rights-of-Way, where practical.
 - C. Field-locate existing property corners and utilize available tax parcel information to establish approximate parcel boundaries and/or Right-of-Way.
 - D. Coordinate with Village staff for the limits of the proposed easements.
 - E. Prepare two (2) plats of survey for the proposed transmission main easements through the Forest Preserve District of Kane County and Dundee Township properties.

5. FINAL DESIGN AND PLAN DEVELOPMENT (WATER MAIN AND BOOSTER STATIONS UPGRADES)
 - A. Prepare separate CADD Design Documents consisting of Drawings detailing the general scope, extent, and character of construction work to be furnished for the proposed transmission main and performed by the Contractor.
 - 1) Cover Sheet
 - 2) General and Utility Notes Sheet
 - 3) Plan and Profile Sheets
 - 4) Erosion Control & Restoration Sheets
 - 5) Construction Detail Sheets

6. PROJECT MANUAL (WATER MAIN AND BOOSTER STATIONS UPGRADES)
 - 1) Prepare for review and approval by the OWNER and its legal counsel the forms of Construction Contract Documents consisting of “Front End Documents” provided by the Village.
 - 2) Specifications prepared in conformance with the format of the Construction Specification Institute
 - A. ENGINEER'S OPINION OF PROBABLE COST - Prepare Opinion of Probable Costs (OPC) for the Project, including construction cost, contingencies, construction engineering services, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.
 - B. PEER AND CONSTRUCTABILITY REVIEWS
 - 1) Conduct engineering QA/QC peer reviews of final drawings and specifications.
 - 2) Conduct constructability review of final drawings and specifications.
 - 3) Revise Drawings and Specifications based on comments from both engineering and construction reviews.

7. PERMITTING (WATER MAIN AND BOOSTER STATIONS UPGRADES)
 - A. PERMITS AND AGENCY COORDINATION
 - 1) Submit a permit application and design documents to obtain a construction permit from the IEPA Division of Public Water Supplies.

8. BID ASSISTANCE (WATER MAIN AND BOOSTER STATIONS UPGRADES)
 - A. Provide design assistance and clarification for bid documents.
 - 1) Assist the Village with coordination and scheduling during the bid process.
 - 2) Provide documents for bidding and assist the Village in solicitation of bids from qualified bidders, prepare addendums as necessary.
 - 3) Attend bid opening to receive and evaluate bids.
 - 4) Tabulate bids and make a recommendation to the Village for an award of contract.

Fee

The Village shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$249,800**.

This proposal is valid for 90 days from the date issued.

Schedule

Booster Station Upgrades

- Kick Off Meeting/LIDAR- January 2026
- 30% Design-May 2026
- 60% Design (IEPA Submittal)- July 2026
- 90% Design-September 2026
- Bid Advertisement- November 2026

Transmission Main and Alternatives Analysis

- Kick Off Meeting - January 2026
- Existing Data Acquisition/Alternatives Analysis – February 2026
- Topographic Survey – March 2026
- 30% Design - May 2026
- 60% Design (IEPA Submittal) – June 2026
- 90% Design-August 2026
- Bid Advertisement- November 2026

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Mark Siefert at 815.444.4282 or msiefert@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Carolyn A. Grieves, PE
Vice President

Village of Carpentersville, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. (“Baxter & Woodman”). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE “AGREEMENT”.

Owner’s Responsibility – Provide Baxter & Woodman with all criteria and full information for the “Project,” which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards (“Owner Affiliates”) without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman’s work shall be extended and the rates and amounts of Baxter & Woodman’s compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman’s estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs – Baxter & Woodman’s opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor’s methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman’s opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors’ work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman’s review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman’s consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman’s site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker’s Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim \$2 million aggregate	Professional Liability:	\$5 million per claim \$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

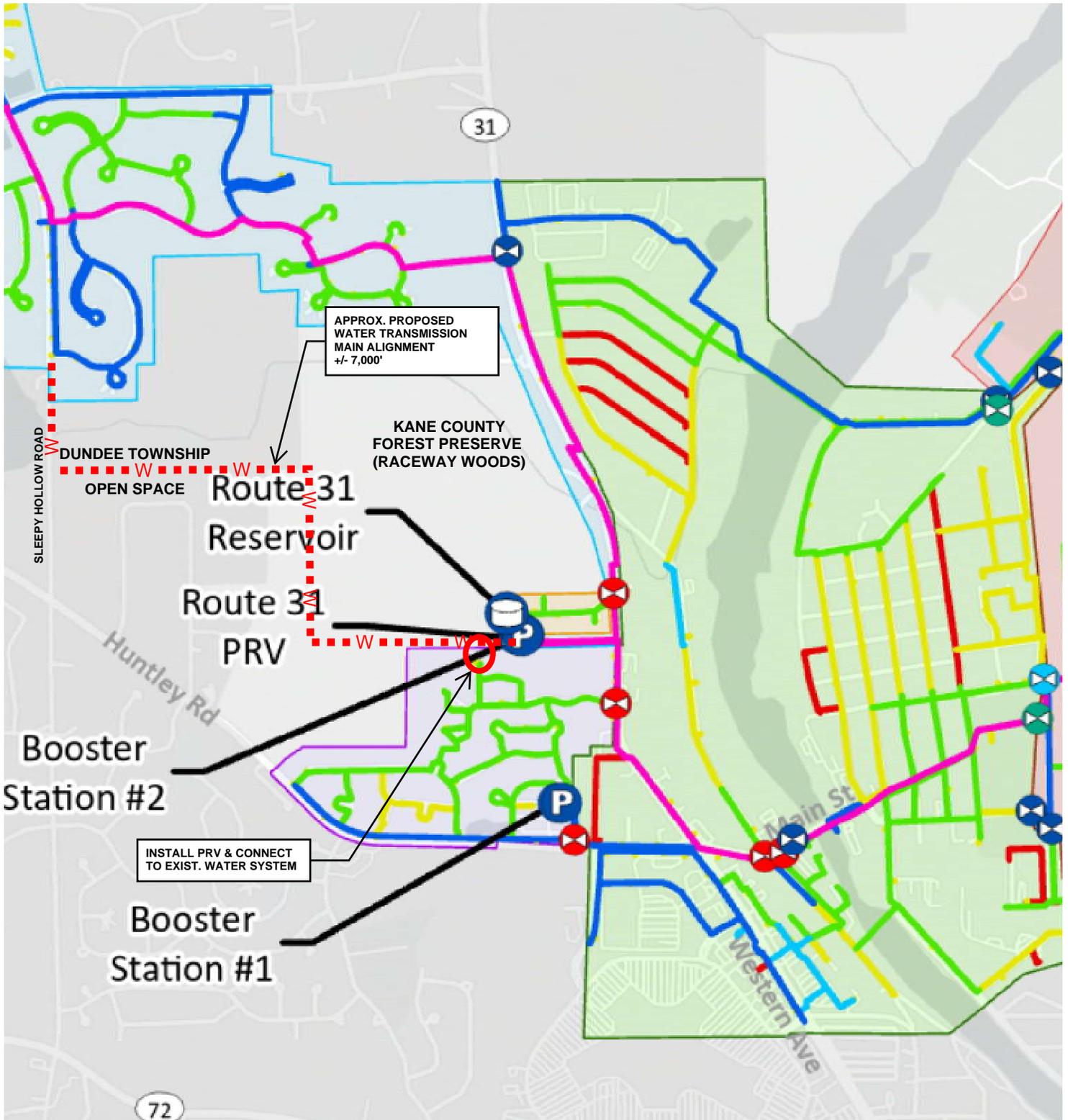
Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



**WATER TRANSMISSION MAIN &
 BOOSTER STATION IMPROVEMENTS**